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

**LIMITED REQUEST FOR PROPOSALS**

**FOR**

**Developing Film Based Training Content on  
Financial Inclusion & Authentication Related  
Processes**

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## Section 1: Letter of Invitation

Unique Identification Authority of India (UIDAI),  
Planning Commission, Govt. of India (GoI),  
1st Floor, Tower I, Jeevan Bharati Building,  
Connaught Circus, New Delhi – 110001

Dear Bidder,

1. The Unique Identification Authority of India (UIDAI), Planning Commission, Government of India invites proposals from following four organizations/institutions for creating a 'Film based training content on Financial Inclusion and Authentication related processes'.
1. Aantrishiti Human Development Solutions Pvt. Ltd, Noida : Plot # C - 102, Sector 61, Noida 201301 (U.P.) INDIA
2. Comfed Communications for Education & Development, Chittaranjan Park, New Delhi
3. Genesis Media (P) LTD, C-7 Ground floor, Nizamuddin West, Delhi
4. Red Submarine, 13/2B Nalanda CHS, Evershine Nagar, Malad(W) Mumbai

The content will be used to train the target audience 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 5: Statement of Work in this RFP document. Your firm is now invited to submit your proposal as per the attached RFP document.

2. A firm will be selected on the basis of technical and financial evaluation described in this RFP. The financial bid will be opened on passing technical evaluation
3. The RFP includes the following documents:

Section 1 - Letter of Invitation  
Section 2 – Part I - Information to participants  
Part II - Data Sheet  
Section 3 - Technical Proposal - Standard Forms  
Section 4 – Financial Proposal – Standard Forms  
Section 5 – Statement of Work  
Section 6 – Annexure (Clarification to the Queries on RFP)  
Section 7- Standard form of Contract

4. Please inform us, upon receipt:
  - that you received the letter of invitation; and
  - Whether you will submit a proposal.

Yours sincerely,  
Assistant Director General,  
UIDAI,

fbtc@uidai.gov.in

## Section 2: Instructions to Bidders

### PART I

#### STANDARD

<b>Definitions</b>	<p>(a) “Employer” means the agency with which the selected Bidder signs the Contract for the Services. In this project, the “Employer” is the Unique Identification Authority of India (UIDAI), Planning Commission, Gol.</p> <p>(b) “Bidder” means any entity or person that may provide or provides the Services to the Employer under the Contract.</p> <p>(c) “Contract” means the Contract signed by the Parties as per standard form of contract given in section 7.</p> <p>(d) “ Data Sheet” means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “Government” means the government of the Employer’s country. In this project “Government” means Government of India.</p> <p>(g) “Instructions to Bidders” (Section 2 of the RFP) means the document which provides interested Bidders with all information needed to prepare their Proposals.</p> <p>(h) “Invitation” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the Bidders.</p> <p>(i) “Personnel” means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;</p> <p>(j) “Proposal” means the Technical Proposal and the Financial Proposal.</p> <p>(k) “Request for Proposal” (RFP) means this document which explains scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.</p> <p>(l) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of this RFP.</p> <p>(m) “Assignment / job” means the work to be performed by the Bidder pursuant to the Contract.</p> <p>(n) “Statement of work” means the document included in the the RFP, Section-5, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.</p> <p>(o) “EC” means the Evaluation Committee formed by UIDAI</p> <p>(p) The agency means the Film based training content development agency</p>
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	(FBTC agency) (q) UID Client Application software means the software being used in enrolment process for capturing the resident's information.
<b>Introduction</b>	UIDAI will select a FBTC Agency which must be an organization/Institute (the Bidder), in accordance with the method of selection specified in data sheet (Section II )
	The name of the assignment /job has been mentioned in the PART II Data Sheet. Detailed scope of the assignment / job has been described in the SOW Section 5.
	The date, time, and address for submission of the proposals have been given in Part II of Section 2- Data Sheet.
	Interested Bidders are invited to submit a Technical Proposal and a Financial Proposal, for Film based training content Development required for the assignment named in the Data Sheet. The Proposal, technical presentation, and any clarifications provided by the bidder along with the Statement of Work provided in the RFP will be basis for contract negotiations and ultimately for a signed contract with the selected Bidder.
	Bidders should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain any additional information Bidders are encouraged to write an email to <a href="mailto:fbtc@uidai.gov.in">fbtc@uidai.gov.in</a> marking a copy to <a href="mailto:shrish.uidai@gmail.com">shrish.uidai@gmail.com</a> .
	The Employer will provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet and make relevant project data and reports.
	Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.
<b>Unfair Advantage</b>	If a Bidder could derive a competitive advantage from having provided services related to the assignment in question, the Employer shall make available to all other Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.
<b>Fraud and Corruption</b>	It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Employer: (a) defines, for the purpose of this paragraph, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC, in the selection process or in contract execution; (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (iii) "collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels; (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

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	(b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
	The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
<b>Only one Proposal</b>	A Bidder may submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
<b>Proposal Validity</b>	The Part II Data Sheet to bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and fully commit to the prescribed fee fixed for this contract. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to the fixed financials. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Employer shall not consider such proposal for further evaluation.
<b>Eligibility of Sub-Bidders</b>	The Employer shall select a single company as defined in the "Companies Act of 1956" for the execution of this contract and any sub-bidders, contractors, joint-ventures, partnerships, or consortiums shall not be allowed.
<b>2. Clarification and Amendment of RFP Document</b>	2.1 Bidders may request a clarification in the RFP document up to the number of days indicated in the Datasheet before the proposal submission date. Any request for clarification must be sent in by email in the prescribed format given as annexure 1 in this document on Employer's Email Id indicated in the Datasheet. The Employer will by standard electronic means of the response (including publishing an explanation of the query but without identifying the source of inquiry on UIDAI website) answer the queries. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 2.2. A pre Bid meeting too will be called to address the queries of the applicants as per the date indicated in the data sheet.
	2.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be published on the UIDAI website and will be binding on. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.
<b>3. Preparation of Proposals</b>	3.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer shall be written in English.

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	<p>3.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal consists of 2 parts (i) Technical Proposal (ii) Financial Proposal</p>
	<p>3.3 While preparing the Technical Proposal, Bidders must give particular attention to the fact that the proposal shall be based on the deliverables specified under Statement of Work</p>
<p><b>Technical Proposal Format and Content</b></p>	<p>3.4 Bidders are required to submit the Full Technical Proposal (FTP). The Datasheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.</p> <p>The Technical Proposal shall provide the information indicated as per Standard Forms (Section 3).</p> <p>(a) For the full technical proposal: A brief description of the bidder's organization and an outline of the recent experience of the Bidder's on assignments of a similar nature are required in FORM TECH-2 of Section-3. Information should be provided only for those assignments for which the Bidder was legally contracted by the Employer as a corporation or as one of the major companies within a joint venture. Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of Bidder's associates, but can be claimed by their professional staff themselves in their CV. Bidder's should be prepared to substantiate the claimed experience if so required by the Employer.</p> <p>(b) A description of the approach, methodology, and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organizing and staffing schedule. The work plan should be (FORM TECH-5 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(c) The list of the proposed Professional staff team to be engaged in this arrangement by area of expertise, the position that would be assigned to each staff member, and their Tasks (FORM TECH-6 of Section 3).</p>
	<p>3.5 Technical proposal containing financial information shall be declared non responsive and shall be summarily rejected.</p>
	<p>3.6 The Technical proposal (original copy and CDs) shall not include any financial information.</p>
<p><b>Financial Proposal Taxes</b></p>	<p>3.7 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The Financial Proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.</p>

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	<p>3.8 The Bidder may be subject to local taxes (such as: value added or sales tax, service tax, duties, fees, levies) on amounts payable to the applicant under the Contract. The prescribed fee structure shall include all such taxes.</p>
	<p>Bidders should provide the price of their services in Indian Rupees.</p>
<p><b>Earnest Money Deposit (EMD), Tender Fee and Performance Guarantee.</b></p>	<p>3.9 Earnest Money Deposit</p> <p>I. An EMD of <b>Rs. Fifty Thousand (Rs. 50,000/-)</b>, in the form of DD drawn in favor of „PAO, UIDAI, New Delhi“ and payable at Delhi, must be submitted along with the Proposal.</p> <p>II. Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.</p> <p>IV No bank guarantee will be accepted in lieu of the earnest money deposit.</p> <p>V The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p>
	<p>3.10 The EMD shall be forfeited by the Employer in the following events:</p> <p>I. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.</p> <p>II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.</p> <p>III. If the bidder tries to influence the evaluation process.</p> <p>IV. If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not</p>
	<p>3.11 <b>Tender Fees:</b></p> <p>All bidders are required to pay <b>Rs. Five thousand (Rs. 5000/-)</b> towards Tender Fees in the form of Demand Draft drawn in favour of ‘PAO, UIDAI, New Delhi’ and payable at Delhi with the bid document. The Tender Fee is Non-Refundable. The tender should be downloaded from the UIDAI website.</p>
	<p>3.12 <b>Performance Bank Guarantee</b></p> <p>I. The selected bidder shall be required to furnish a Performance Bank Guarantee of <b>10% of contract value</b> in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favor of Director General, Unique Identification Authority of India, Government of India for the entire period of contract with 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of the contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract</p>



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	<p>including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p> <p>The format for the Performance Bank Guarantee is the same as the "Format of Bank Guarantee" provided in Annexure E of Section 7.</p>
<p><b>4. Submission, Receipt, and Opening of Proposals</b></p>	<p>4.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for the Technical Proposal and Financial Proposal should respectively be in the format of TECH-1 to TECH-8 of Section 3, and FIN-1 of Section 4, respectively.</p>
	<p>4.2 An authorized representative of the Bidders shall initial all pages of the original Technical Proposal and Financial Proposal. The authorization shall be in the form of a written power of attorney accompanying the Technical proposal and Financial Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical Proposal shall be marked "ORIGINAL".</p>
	<p>4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to and in the number of copies indicated in the 1.10 Part II Datasheet, Section 2. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies/soft copies of the Technical Proposal, the original shall prevail.</p>
	<p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". The envelopes containing the Technical Proposal, Financial Proposal, EMD, and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address.</p> <p>The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p>
	<p>4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet,. Any proposal received by the Employer after the deadline for submission shall be returned unopened.</p> <p>4.6 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its pre-qualification, Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>4.7 The Employer will constitute a Evaluation Committee (EC) which will carry out the entire evaluation process.</p> <p>4.8 The Employer shall open the Technical Proposal immediately after the deadline for their submission.</p>

	The envelopes with the Financial Proposal shall remain sealed and securely stored.
<b>Evaluation of Technical Proposal</b>	<p>5.1 The Evaluation Committee (EC) shall first evaluate the Technical proposal. The EC while evaluating the proposal the Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation.</p> <p>5.2 The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and by applying the evaluation criteria, sub-criteria specified in the Data sheet (Section 2, 1.11). In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid shall be remain unopened. <b>Bidders shall make a 20 minutes presentation to Evaluation Committee.</b> The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, &amp; particularly the Statement of Work or if it fails to achieve the minimum technical score of 70 out of 100 points mentioned in the technical evaluation parameters 1.11.</p>
<b>Opening and Evaluation of Financial Proposals –</b>	<p>6.1 <b>Financial Proposals of only those bidders who are technically qualified i.e who obtain more than 70 marks shall be opened</b> publicly on the date and time communicated by the UIDAI, in the presence of the Bidder’s representatives who choose to attend. The name of the Bidder’s their technical score (if required) and their Financial Proposal shall be read aloud. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities of items.</p> <p>6.2 Proposals will be ranked according to their <b>Weighted average Financial quote (FQ). The bidder with the lowest weighted average Financial quote (FQ) be awarded the contract as per FIN-1.</b></p>
<b>7. Negotiations</b>	<p>7.1 Negotiations as a phase, if required, <b>would be with the the L1 bidder</b> -whose Weighted average financial Quote (FQ) has been has been found the lowest (refer 6.2)- only before finalization of the contract</p>
<b>Technical negotiations</b>	<p>7.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Bidder to improve the Statement of Work. The Employer and the Bidders will finalize the Statement of Work, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Bidder.</p>

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<b>Financial Negotiations</b>	7.3 After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstances, the financial negotiation shall result in an increase in the price originally quoted by the Bidder. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Bidders will provide the Employer with the information on remuneration rates described in the Section-4 – Financial Proposal – Standard Forms of this RFP.
<b>Availability of Professional staff/experts</b>	7.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.
<b>Conclusion of the negotiations</b>	7.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Bidder will initial the agreed Contract.
<b>8 Award of Contract</b>	8.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Bidder, and promptly notify all Bidders who have submitted proposals about the decision taken
	The bidders will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the RFP as soon as LOI (letter of intent) is issued .
	The Bidder is expected to commence the assignment on the date specified in Section-3 Form Tech 1.
<b>9. Jurisdiction of Courts</b>	The courts in Delhi should have exclusive jurisdiction under this tender / contract.
<b>10. Confidentiality</b>	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

## Section 2: Instructions to Bidders

### Part II Data Sheet

1.1	<p><b>Name of the Employer:</b> Unique Identification Authority of India, Planning Commission, Government of India</p> <p><b>Method of selection:</b> Technical qualification of eligible Bidders followed by Financial bid.</p>
1.2	<p><b>Name of the assignment:</b> Film based training content on Financial Inclusion and Authentication related processes’.</p>
1.3	<p>The Proposal submission address is:                  Shri Shrish Kumar,                  Asstt. Director General (DDG),                  Address: Unique Identification Authority of India (UIDAI),                  Planning Commission, Govt. of India (Gol),                  1st Floor, Tower I, Jeevan Bharati Building,                  Connaught Circus, New Delhi – 110001                  fbtc@uidai.gov.in</p>
1.4	<p>Proposals must remain valid for 120 days from the submission date.</p>
1.5	<p>Clarifications may be requested not later than</p>
1.6	<p>The Important dates and time are as under:</p> <ul style="list-style-type: none"> <li>• RFP publication date : <b>31/12/2012</b></li> <li>• Date for sending bid related queries : <b>07/01/2012</b></li> <li>• Pre Bid Meeting : <b>11/01/2013 (1500 Hours)</b></li> <li>• Bid Submission Date : <b>21/01/2013 (till 1500 Hours)</b></li> <li>• Bid Opening date : <b>21/01/2013 (1600 Hours)</b></li> <li>• Film based training content development to start : <b>01/02/2013</b></li> <li>• All deliveries (film in one language and module) to complete : <b>28/02/2013</b></li> </ul>
1.7	<p>The formats of the Technical Proposal to be submitted are:                  Documents required as stated in                  Form Tech 1: Technical Proposal Submission Form                  Form Tech 2: Relevant experience                  Form Tech 3: Demonstrated level of Understanding                  Form Tech 4: Approach and Methodology                  Form Tech 5: Project Plan                  Form Tech 6: Team Composition                  Form Tech 7: Curriculum Vitae</p>

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Form Tech 8: Maintenance and Support Plan	
1.8	The formats of the Financial Proposal to be submitted are: Form FIN-1
1.9	Bidder to state local cost in Indian Rupees.
1.10	Bidder must submit the following:  (a) Original and 1 duplicate hard copy and 2 soft copies (on a non-rewriteable CD) of the Technical Proposal, and  (b) Only the original hard copy of the Financial Proposal

**1.11 Technical Evaluation Parameters**

	Evaluation of technical proposals of the bidders shall be carried out by UIDAI based on the listed criteria, sub-criteria, and point system.
	<p><b>A. Relevant Experience (Form Tech-2) Max Points-25</b></p> <p>The past performer of the bidder in providing similar solutions, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules. Please provide 5 relevant past experiences. The following parameters shall be considered in the submitted project assignments for the purpose of evaluation:</p> <ol style="list-style-type: none"> <li>1. No. of assignments overall relevant to the scope as of the present RFP – 5 points</li> <li>2. Experience in developing custom made films for training and education purposes and developing and deploying training programs around them. The bidder should demonstrate a project that is relevant to UIDAI's assignment) – 10 points</li> <li>3. Experience in creating such films and modules and repurposing them into multiple languages – 5 points (The bidder should demonstrate a project that is relevant to UIDAI's assignment)</li> <li>4. Past record in producing measurable results on key metrics as a result of the training intervention – 5 points</li> </ol>
<b>B. Solution proposed for the assignment</b>	
<b>Max Points – 45</b>	
<b>B1: Demonstrated level of understanding of the UIDAI assignment (Form Tech-3)*</b>	<b>Max Points – 15</b>
Understanding of the Project Scope of Work	
<b>B3: Development Approach &amp; Methodology (Form TECH-4)</b>	<b>Max Points – 30</b>

## Film Based Training Content on Financial Inclusion & Authentication related processes

<p>-Conceptualization, design and production of training film to train the target audience on various aspects of Aadhaar enabled authentication</p> <p>-Create training modules around these films in to support the target audience on field Also include discussion on Instructional Design Strategy).</p>	
<b>C: Project Plan</b>	<b>Max Points: 10</b>
The bidder should provide the project plan and delivery schedules.	
<b>D: Team Composition (Form TECH-6,TECH-7)</b>	<b>Max Points: 10</b>
Detailed profiles of the proposed team for the UIDAI project on the following :	
<p>1) Experience in making films (5 points)</p> <p>2) Experience in designing film based training modules using relevant pedagogical tools (5 points)</p>	
<b>E. Maintenance and support Plan (Tech-8)</b>	<b>Max Points: 10</b>
Bidder should specify the annual maintenance and support plans which includes:	
<p>1. Revisions to the films (including possible re-shoots of some portions) / module contents</p> <p>2. The proposed support plan</p>	
	Technical Score= Total points obtained for the above criteria. The minimum technical score required to pass is: 70 Points
<b>1.12</b>	<p>The technical score will be score obtained by the bidder as per the parameters mentioned in subsection 1.11 of Data sheet section 2</p> <p>Thereafter, financial bids of all the firms who have scored minimum 70 marks out of 100 will be opened. Financial bid will be scored on following parameter with their weightage.</p> <p>a)Cost of developing film based training content with taxes and duties** : 70%</p> <p>b)Translation of film based content in on regional language with taxes and duties :10%</p> <p>c)Revision of block of 20% film based content with taxes and duties : 20%</p> <p><b>Weighted average Financial quote (FQ).= 0.7a+0.1b+0.2c</b></p> <p><b>The bidder with the lowest weighted average Financial quote (FQ will be selected.</b> The work is to be delivered in one month. The validity of offer for translation &amp; revision should be 1 year.</p> <p><b>** Please refer to Point 4 a, Section 5 (statement of work) for the quantities</b></p>

\* UIDAI will provide documents/content to aid the understanding about the current assignment

## Section 3: Technical Proposal -Standard Forms

(To be printed on company's Letter Head)

**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

To: Shri Shrish Kumar,  
Asstt. Director General (DDG),  
Address: Unique Identification Authority of India (UIDAI),  
Planning Commission, Govt. of India (GoI),  
1st Floor, Tower I, Jeevan Bharati Building,  
Connaught Circus, New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide Film based training content on Financial Inclusion and Authentication related processes under UID project in accordance with your Request for Proposal dated December 31, 2012, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelopes.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.6 of the Data Sheet, we undertake to negotiate on the basis of our proposal and your requirements. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

If our Proposal is accepted, we undertake, to initiate the development of content on Financial Inclusion and Authentication related processes 'not later than 01-February-2013. We understand you are not bound to accept any Proposal you have received.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

Location:

Date:

**FORM TECH-2**  
**Relevant Experience**

The past performance of the bidder in providing similar solutions, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules. Please provide five relevant projects undertaken to demonstrate the past experiences.

**PROJECT 1**

Brief overview of the project (Not more than 10 lines):

Client Name:

Order Value:

Period of contract:

Total Man days effort:

Work Completion Certificate Attached: Y/N

Project scope in relation to the following parameters:

Activity	Training film(s) used in the project	Details of creating training modules around these films	List the Skills and knowledge areas of target audience that were addressed through the film based content
Brief Description			



### FORM TECH-3

#### Demonstrated Level of Understanding

Illustrate your understanding of the Project scope of work:

### FORM TECH-4

#### Approach and Methodology

Describe your development approach and methodology with regards to the scope of work on each of the following components:

-Conceptualization, design and production of training film to train the target audience on various aspects of Financial Inclusion & Aadhaar enabled authentication

-Create training modules around these films in to support the target audience on field Also include discussion on Instructional Design Strategy.

### FORM TECH-5

#### Project Plan

The bidder should provide the project plan and delivery schedules.

#### a) WORK SCHEDULE (PROJECT MANAGEMENT PLAN)

SL. No	Activity <sup>1</sup>	1	2	3	4
1					
2					
3					
4					
N					

**Note:** 1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other milestones such approvals. For phased assignments indicate activities, delivery of milestones separately for each phase.

1. Duration of activities shall be indicated in the form of a bar chart.

## FORM TECH-6

### Team Composition

Detailed curriculum vitae of key experts as part of the proposed team as mentioned in section 5.2(Key resource requirements) as per format below:

**TEAM COMPOSITION: This form shall mention all the key expert resources proposed to work on the assignment. Kindly share CVs of following resources (as per TECH 8):**

- 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.
- c) *Other resources in the team that will work on the UIDAI assignment*

**Kindly note that for the evaluation purpose only the CVs of Project team lead and Content team lead (i.e a and b) shall be considered.** Kindly refer to 5.2 for details of Key resource requirements

**(These resources should be available for the UIDAI assignment)**

Sr No.	Name of Resource	Area of Expertise	Existing Designation/ Position	Position Assigned (Proposed role in UIDAI project)	Task Assigned (Proposed task in UIDAI project)

## FORM TECH-7

### CURRICULUMVITAE (CV) FOR PROPOSED PROFESSIONAL RESOURCES in the Form TECH-8

1. **Proposed Position** [only one candidate shall be nominated for each position Expert]:
2. **Name of Staff** [Insert full name]:
3. **Education**
4. **Total No. of years of experience:**
5. **Total No. of years with the company:**
6. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):**
7. **Details of Involvement in Projects:**
8. **Detailed Tasks Assigned** (list all tasks to be performed under this assignment):
9. **Relevant Work Undertaken that Best Illustrates the experience as required for the Role** (provide maximum of 5 citations of 10 lines each)

Name of assignment or project: Year:

Location:

Employer:

Main project features:

Positions held:

Value of Project (approximate value or range value):

Activities performed:

#### 10. Certification:

I, the undersigned, certify that this CV correctly describes myself, my qualifications, and my experience. I understand that any willful 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:

Film Based Training Content on Financial Inclusion & Authentication related processes

## **FORM TECH-8**

### **Maintenance and support Plan**

Bidder should specify the annual maintenance and support plans, which includes:

1. Revisions to the Film based training content
2. The proposed support plan

## **Section 4: Financial Proposal -Standard Forms**

### **FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: Shri Shrish Kumar  
Assistant Director General (DDG),  
Unique Identification Authority of India (UIDAI),  
Planning Commission, Govt. of India (GoI),  
1st Floor , Tower I, Jeevan Bharati Building,  
Connaught Circus, New Delhi – 110001

Dear Sir: We, the undersigned, offer to provide Film based training content on Financial Inclusion and Authentication related processes under UID project in accordance with your Request for Proposal dated December 31, 2012 and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. The amount of the local taxes, as identified/estimated is shown in the appropriate column in the Form.

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. before the date indicated in Section 2, Part II Data Sheet Paragraph 1.6 of the Data Sheet. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988". 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 Company:  
Address:

<sup>1</sup>Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-1.

**FORM FIN-1**  
**Financial Details**

S.No	Category	Description	Cost (in INR)
1	X	Cost of developing the Film based training content and Taxes /Duties etc	
2	Y	Translation of film based content in one regional language(L) and Taxes /Duties etc	
3	Z	Revision of a block of 20% film based content and Taxes /Duties etc	

For the calculation of *Weighted Average Financial Quote* (FQ), the cost for items X, Y and Z (as mentioned in Form FIN-1) shall be given Weightage of 0.70, 0.10, and 0.20 respectively and the 3 values thus obtained shall be summed up

$$\text{Weighted average Financial quote (FQ)} = 0.7X + 0.1Y + 0.2Z.$$

The bidder with the lowest weighted average Financial quote be awarded the contract as per FIN-1. Initially the successful bidder will be awarded the work mentioned under category X.

## Section 5: Statement of Work

### 5.1 Scope of work

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.

**5.1.1** 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.

### 5.1.2 Phase-1 : 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

## Film Based Training Content on Financial Inclusion & Authentication related processes

- 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 following formats

S No	Format	Quantity		
		Full Film	Abridged version	Training module interspersed with Film
1	DVD	30	30	30
2	VCD	02	02	
3	MPEG	02	02	
4	Digibeta	02	02	

- b) The film should be given in following forms
  - (i) The full film of about 30 mins
  - (ii) Abridged version of the film (about 7-8 mins) keeping the message of the film intact
  - (iii) Film as training module i.e chunks of the film interspersed with ILT material (PPTs)

#### 5.1.3. Phase II: 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 re-inforced 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

#### 5.1.4 Phase-III : 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 a pre-specified period after the submission of the first cut.

### 5.2 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>

## Film Based Training Content on Financial Inclusion & Authentication related processes

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>

### 5.3 Project Milestones

AGENCY shall submit the deliverables as per scope of work given in section 5.1.1 and 5.1.2 and timelines not to be exceeded beyond the timelines given below. These timelines include all UIDAI acceptances to deliverables.

Project Milestones		
1	Date of Letter of Intent/Work order acceptance by consultant.	01/02/2013
2	Inception report detailing on the plan for the assignment, methodology, team structures, stakeholders to be consulted and activity timelines.	06/02/2013
3	Deliverables under Phase I, as per section 5.1.1	22/02/2013
4	Deliverables under Phase II as per section 5.1.2	28/02/2013

#### 5.4 Acceptance of Deliverables

UIDAI shall accept the deliverables only if they confirm to the scope, specifications laid down in this RFP and are of desired quality. Deliverables of the AGENCY will be considered to have been formally accepted only if UIDAI communicates so in writing. It will be the responsibility of the AGENCY to revise the deliverables within one week of communication without extending the total duration of project, based on the feedback and comments given by UIDAI teams. All face-to-face consultation meetings shall take place at UIDAI office in New Delhi.

#### 5.5. Terms of Payment

The fees shall be payable to the successful bidder, linked to deliverables and timelines listed in Phase I, II & III and acceptance of deliverables as per section 5 above, as per the following terms:

Installment No	Payment Term	% of Payable Payment
1	Deliverables under Phase I, as per section 5.1.2	50%
2	Deliverables under Phase II, as per section 5.1.3	40%
3	Deliverables under Phase III, as per section 5.1.4	10%

## Section 6

### Annexure

#### Clarification to the Queries on RFP

S No	Page No. and Clause	Details	Remarks/Change Request

**Section 7**

# **STANDARD FORM OF CONTRACT**

## **Film Based Training Content on Financial Inclusion & Authentication related processes**

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Appendix D.....	
Appendix E.....	

## **CONTRACT FOR FILM BASED TRAINING CONTENT DEVELOPMENT**

between

---

[name of the Employer]

and

---

[name of the FBTC AGENCY]

Dated: \_\_\_\_\_

## I. Form of Contract

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, the President of India acting through (Director General), Unique Identification Authority of India, Planning Commission, Government of India, (hereinafter called the “Employer”) and, on the other hand, *[name of FBTC AGENCY]* (hereinafter called the Film based training content development agency or “FBTC AGENCY”).

WHEREAS

- (a) the Employer has requested the FBTC AGENCY to provide film based training content development as defined in this Contract (hereinafter called the “Services”);
- (b) the FBTC AGENCY, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services

Appendix B: Reporting Requirements



Film Based Training Content on Financial Inclusion & Authentication related processes

Appendix C: Total Cost of Services

Appendix D: Duties of the Employer

Appendix E: Performance Bank Guarantee (PBG)

2. The mutual rights and obligations of the Employer and the FBTC AGENCY shall be as set forth in the Contract, in particular:
  - (a) the FBTC AGENCY shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer (or entities requesting for film based training content development) shall make payments to the FBTC AGENCY in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

---

*[Authorized Representative]*

For and on behalf of *[name of FBTC AGENCY]*

---

*[Authorized Representative]*

Film Based Training Content on Financial Inclusion & Authentication related processes

**[Note:** *If the FBTC AGENCY consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the FBTC AGENCY

*[name of member]*

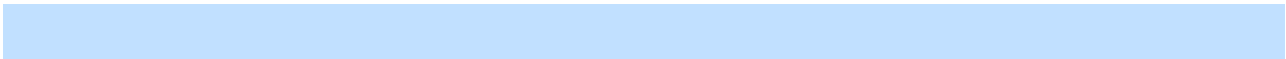
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*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*



# I. General Conditions of Contract

## 1. GENERAL PROVISIONS

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"><li>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.</li><li>(b) “Film Based training Content Provider (FBTC AGENCY)” means any private or public entity that will provide the Services to the Employer under the Contract.</li><li>(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</li><li>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</li><li>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</li><li>(f) “Foreign Currency” means any currency other than the currency of the Employer’s country.</li><li>(g) “GC” means these General Conditions of Contract.</li><li>(h) “Government” means the Government of the Employer’s country.</li><li>(i) “Local Currency” means the currency of the Employer’s country.</li><li>(j) “Bidder” means the FBTC AGENCY bidding for this assignment</li><li>(k) (l) “Party” means the Employer or the FBTC AGENCY, as the case may be, and “Parties” means both of them.</li><li>(m) “Personnel” means persons hired by the FBTC AGENCY and assigned to the performance of the Services or any part</li></ul>
------------------------	--

	<p>thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the FBTC AGENCY pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) “In writing” means communicated in written form with proof of receipt.</p> <p>(q) “UIDAI Processes and Operations” means end to end processes for enrolment work</p>
<b>1.2 Relationship Between the Parties</b>	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Film Based training Content Provider (FBTC AGENCY)”. The Film Based training Content Provider (FBTC AGENCY)”, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>1.3 Law Governing Contract</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
<b>1.4 Language</b>	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.5 Notices</b>	

<p><b>1.5.1</b></p>	<p>Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.</p>
<p><b>1.5.2</b></p>	<p>A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.</p>
<p><b>1.6 Location</b></p>	<p>The Services shall be performed at such locations as are specified in work order given by the UIDAI RO</p>
<p><b>1.8 Authorized Representatives</b></p>	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the FBTC AGENCY may be taken or executed by the officials specified in the SC.</p>
<p><b>1.9 Taxes and Duties</b></p>	<p>The FBTC AGENCY, shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India</p>
<p><b>1.10 Fraud and Corruption</b></p>	
<p><b>1.10.1 Definitions</b></p>	<p>It is the Employer’s policy to require that the Employer as well as FBTC AGENCY observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</li> <li>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</li> <li>(iii) “collusive practices” means a scheme or arrangement</li> </ul>

	<p>between two or more bidders, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p>
<b>1.10.2 Measures to be taken by the Employer</b>	<p>(a) The Employer may terminate the contract if it determines at any time that representatives of the FBTC AGENCY were engaged in corrupt, fraudulent, collusive or coercive practices during the process of award of contract or the execution of that contract, without the FBTC AGENCY having taken timely and appropriate action satisfactory to the Employer to remedy the situation;</p> <p>(b) The Employer may also sanction against the FBTC AGENCY, including declaring the FBTC AGENCY ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the FBTC AGENCY has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract</p>
<b>1.10.3 Commissions and Fees</b>	<p>c) Employer will require the successful FBTC AGENCY to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the award of contract or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<b>2.1 Effectiveness of Contract</b>	<p>This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.</p>
<b>2.2 Termination of Contract for Failure to</b>	<p>If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither</p>

<b>Become Effective</b>	Party shall have any claim against the other Party with respect hereto.
<b>2.3 Commencement of Services</b>	The FBTC AGENCY shall begin carrying out the Services not later than 7 days after the Effective Date specified in the SC.
<b>2.4 Expiration of Contract</b>	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
<b>2.5 Entire Agreement</b>	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
<b>2.6 Modifications or Variations</b>	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.</p>
<b>2.7 Force Majeure</b>	
<b>2.7.1 Définition</b>	<p>a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by</p>

	<p>the negligence or intentional action of a Party or by or of such Party's or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p><b>2.7.2 No Breach of Contract</b></p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p><b>2.7.3 Measures to be Taken</b></p>	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the FBTC AGENCY, upon instructions by the "Employer", shall either:</p> <p>(i) Demobilize, or</p> <p>(ii) Continue with the Services to the extent possible, in which case the FBTC AGENCY shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled</p>



	according to Clause GC 8.
<b>2.8 Suspension</b>	The “Employer” may, by written notice of suspension to the FBTC AGENCY, suspend all payments to the FBTC AGENCY hereunder if the FBTC AGENCY fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the FBTC AGENCY to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the FBTC AGENCY of such notice of suspension.
<b>2.9 Termination</b>	
<b>2.9.1 By the Employer</b>	<p>The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not less than thirty (30) days’ written notice of termination to the FBTC AGENCY, and sixty (60) days’ in the case of the event referred to in (e).</p> <p>(a) If the FBTC AGENCY does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.</p> <p>(b) If the FBTC AGENCY becomes (or, if the FBTC AGENCY consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the FBTC AGENCY, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or colludes with Enrolling Agency.</p> <p>(d) If, as the result of Force Majeure, the FBTC AGENCY are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the FBTC AGENCY submits to the “Employer” a false statement which has a material effect on the rights, obligations</p>

	<p>or interests of the “Employer”.</p> <p>(g) If the FBTC AGENCY places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>(h) If the FBTC AGENCY fails to provide the quality services as envisaged under this Contract. The employer may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The employer may decide to give one chance to the FBTC AGENCY to improve the quality of the services.</p> <p>(i) If the FBTC AGENCY fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) Employer reserves the right to terminate the agreement with the FBTC AGENCY or reduce the project cost at any stage of the project if the personnel proposed to be deployed on this engagement are not actually working on this assignment.</p>
<p><b>2.9.2 By the FBTC AGENCY</b></p>	<p>The FBTC AGENCY may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Employer fails to pay any money due to the FBTC AGENCY pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the FBTC AGENCY that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the FBTC AGENCY is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the FBTC AGENCY may have subsequently approved in writing) following the receipt by the “Employer” of the FBTC AGENCY’s notice</p>

	specifying such breach.
<b>2.9.3 Cessation of Rights and Obligations</b>	Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the FBTC AGENCY's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.
<b>2.9.4 Cessation of Services</b>	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the FBTC AGENCY shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the FBTC AGENCY and equipment and materials furnished by the "Employer", the FBTC AGENCY shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
<b>2.9.5 Payment upon Termination</b>	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Employer shall make the following payments to the FBTC AGENCY:</p> <p>(a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h), (i) hereof for Services satisfactorily performed prior to the effective date of termination, and any reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the FBTC AGENCY shall not be entitled to receive any agreed payments upon termination of the contract. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The FBTC AGENCY will be required to pay any such liquidated damages to Employer within 30 days of termination date.</p>

<b>2.9.6 Disputes about Events of Termination:</b>	If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
<b>2.10 Extension of Contract</b>	The contract shall be extended for a period as required by the Employer based on mutual agreement.

### 3. OBLIGATIONS OF THE FBTC AGENCY

<b>3.1 General</b>	
<b>3.1.1 Standard of Performance</b>	The FBTC AGENCY shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, materials and methods. The FBTC AGENCY shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Contractors or third Parties.
<b>3.2 Conflict of Interests</b>	The FBTC AGENCY shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the FBTC AGENCY shall promptly disclose the same to the Employer and seek its instructions.
<b>3.2.1 FBTC AGENCY Not to Benefit from Commissions, Dis-</b>	a) The payment of the FBTC AGENCY pursuant to Clause GC 6 shall constitute the FBTC AGENCY's only payment in connection with this Contract or the Services, and subject to Clause GC 3.2.2 hereof, the FBTC AGENCY shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the FBTC AGENCY shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them similarly shall

<p><b>counts, etc.</b></p>	<p>not receive any such additional payment.</p> <p>(b) Furthermore, if the FBTC AGENCY, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the FBTC AGENCY shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the FBTC AGENCY in the exercise of such procurement responsibility shall be for the account of the “Employer”.</p>
<p><b>3.2.2 FBTC AGENCY &amp; Affiliates Not to be Otherwise Interested in Project</b></p>	<p>The FBTC AGENCY agrees that, during the term of this Contract and after its termination, the FBTC AGENCY and any entity affiliated with the FBTC AGENCY, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractor, shall be disqualified from providing goods, works or services resulting from or directly related to the FBTC AGENCY’s Services for the preparation or implementation of the project.</p>
<p><b>3.2.3 Prohibition of Conflicting Activities</b></p>	<p>The FBTC AGENCY shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p>
<p><b>3.3 Confidentiality</b></p>	<p>Except with the prior written consent of the Employer, the FBTC AGENCY and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the FBTC AGENCY and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p><b>3.4 Insurance to be Taken Out by the FBTC AGENCY</b></p>	<p>The FBTC AGENCY (a) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p><b>3.5 Accounting, Inspection and Auditing:</b></p>	<p>The FBTC AGENCY (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with Indian accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration</p>

	<p>or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.</p>
<p><b>3.6 FBTC AGENCY’s Actions Requiring Employer’s Prior Approval</b></p>	<p>The FBTC AGENCY shall obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) Any change or addition to the Personnel listed in Appendix A.</li> <li>(b) Subcontracts: the FBTC AGENCY may subcontract work relating to the Services only to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the FBTC AGENCY shall always retain full responsibility for the Services. In the event that any Sub-Contractors are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the FBTC AGENCY to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.</li> </ul>
<p><b>3.7 Reporting Obligations</b></p>	<ul style="list-style-type: none"> <li>(a) The FBTC AGENCY shall submit to the Employer the reports and documents specified in at the time of award of work, in the numbers and within the time periods set forth in the said Appendix.</li> <li>(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.</li> </ul>
<p><b>3.8 Documents Prepared by the FBTC AGENCY to be the Property of the Employer</b></p>	<ul style="list-style-type: none"> <li>(a) All plans, deliverables, specifications, designs, reports, other documents and software submitted by the FBTC AGENCY under this Contract shall become and remain the property of the Employer, and the FBTC AGENCY shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.</li> <li>(b) The FBTC AGENCY may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the FBTC AGENCY and third parties for purposes of development of any such computer programs, the FBTC AGENCY shall obtain the “Employer” prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</li> </ul>

<p><b>3.9 Equipment, Vehicles and Materials Furnished by the “Employer”</b></p>	<p>Equipment, vehicles and materials made available to the FBTC AGENCY by the “Employer”, or purchased by the FBTC AGENCY wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the FBTC AGENCY shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer”’s instructions. While in possession of such equipment, vehicles and materials, the FBTC AGENCY, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.</p>
<p><b>3.10 Equipment and Materials Provided by the FBTC AGENCY</b></p>	<p>Equipment or materials brought into the Government’s country by the FBTC AGENCY and the Personnel and used either for the Project or personal use shall remain the property of the FBTC AGENCY or the Personnel concerned, as applicable.</p>

#### 4. FBTC AGENCY’S PERSONNEL

<p><b>4.1 General</b></p>	<p>The FBTC AGENCY shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the Services.</p>
<p><b>4.2 Description of Personnel</b></p>	<p>(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the FBTC AGENCY’s Key Personnel are as per the FBTC AGENCY’s proposal and are described in Appendix A. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.</p> <p>(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix A may be made by the FBTC AGENCY by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under</p>

	<p>this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.</p> <p>(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix A may be increased by agreement in writing between the "Employer" and the FBTC AGENCY. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.</p>
<p><b>4.3 Approval of Personnel</b></p>	<p>The Key Personnel and Sub-Contractors listed by title as well as by name in Appendix A are hereby approved by the "Employer". In respect of other Personnel which the FBTC AGENCY proposes to use in the carrying out of the Services, the FBTC AGENCY shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".</p>
<p><b>4.4 Removal and/or Replacement of Personnel</b></p>	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the FBTC AGENCY, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the FBTC AGENCY shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the FBTC AGENCY shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the FBTC AGENCY may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to</p>



	<p>the replacement person. Also (i) the FBTC AGENCY shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p>
<p><b>4.5 Resident Project Manager</b></p>	<p>If required by the SC, the FBTC AGENCY shall ensure that at all times during the FBTC AGENCY's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.</p>

## 5. OBLIGATIONS OF THE EMPLOYER

<p><b>5.1 Assistance and Exemptions</b></p>	<p>Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> <li>(a) Provide the FBTC AGENCY, Sub-Contractors and Personnel with work permits and such other documents as shall be necessary to enable the FBTC AGENCY, Sub-Contractors or Personnel to perform the Services.</li> <li>(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.</li> <li>(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</li> <li>(d) Provide to the FBTC AGENCY, Sub-Contractors and Personnel any such other assistance as may be specified in the SC.</li> </ul>
<p><b>5.2 Change in the Applicable Law Related to Taxes and Duties</b></p>	<p>If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the FBTC AGENCY for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the FBTC AGENCY in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the FBTC AGENCY under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).</p>

<p><b>5.3 Services, Facilities and Property of the "Employer"</b></p>	<p>(a) The "Employer" shall make available to the FBTC AGENCY and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D.</p> <p>(b) In case that such services, facilities and property shall not be made available to the FBTC AGENCY as and when specified in Appendix D, the Parties shall agree on any time extension that it may be appropriate to grant to the FBTC AGENCY for the performance of the Services .</p>
<p><b>5.4 Payment</b></p>	<p>In consideration of the Services performed by FBTC AGENCY under this Contract, the "Employer" shall make to the FBTC AGENCY such payments and in such manner as is provided by Clause GC 6 of this Contract, for film based training content development services requested by the Employer.</p>
<p><b>5.5 Counterpart Personnel</b></p>	<p>If necessary, the "Employer" shall make available to the FBTC AGENCY free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the FBTC AGENCY's advice, if specified in Appendix D.</p>

## 6. PAYMENTS TO THE FBTC AGENCY

<p><b>6.1 Total Cost of Services</b></p>	<p>(a) The total cost of the Services shall be as specified in Annexure C.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the rates specified in Appendix-C.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the FBTC AGENCY in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p>
<p><b>6.2 Currency of Payment</b></p>	<p>All payments shall be made in Indian Rupees.</p>
<p><b>6.3 Terms of Payment</b></p>	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The FBTC AGENCY shall submit the invoice for payment when the payment is due as per the agreed terms after each audit report is submitted and approved by UIDAI. The payment shall be released as per the work related milestones achieved and as per SC 6.3</p> <p>(b) Once a milestone is completed, the FBTC AGENCY shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, the Employer shall not fail to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, failing which the FBTC AGENCY shall be paid as per GC 6.</p> <p>(c) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the FBTC AGENCY and the FBTC AGENCY has made presentation to the Employer, if so required by the Employer.</p> <p>(e) If the deliverables submitted by the FBTC AGENCY are not</p>

	<p>acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the FBTC AGENCY. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the FBTC AGENCY only after it re-submits the deliverable and which is accepted by the Employer.</p> <p>(f) All payments under this Contract shall be made to the accounts of the FBTC AGENCY specified in the SC.</p> <p>(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the FBTC AGENCY of any obligations hereunder, unless the acceptance has been communicated by the Employer to the FBTC AGENCY in writing and the FBTC AGENCY has made necessary changes as per the comments / suggestions of the Employer communicated to the FBTC AGENCY.</p> <p>(h) In case of early termination of the contract, the payment shall be made to the FBTC AGENCY as mentioned here with:</p> <p>(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The FBTC AGENCY shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man day rate as specified.</p> <p>(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the FBTC AGENCY in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.</p>
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## 7. GOOD FAITH

<p><b>7.1 Good Faith</b></p>	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
<p><b>7.2 Operation of the Contract</b></p>	<p>The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.</p>

## 8. SETTLEMENT OF DISPUTES

<p><b>8.1 Amicable Settlement</b></p>	<p>Performance of the contract is governed by the terms &amp; 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.</p>
<p><b>8.2 Arbitration</b></p>	<p>8.2.1 Any questions, disputes or difference of any kind whatsoever arising out of or relating to the contract except as to matters, the decision to which is specifically provided under this contract, shall be referred by the parties within 30 days from occurrence of difference or dispute to the sole Arbitrator who shall be nominated by DG &amp; MD of UIDAI . In the event of such an Arbitrator to whom the matter is originally referred, is transferred or vacates his office by resignation or otherwise refuses to act or is incapable of acting for any reasons whatsoever, DG&amp;MD of UIDAI shall appoint another person to act as an Arbitrator in his place in accordance with the terms of this contract. Such persons shall be entitled to proceed from the stage at which it was left by his predecessor (b) Arbitration proceedings shall be held in India at the place</p>

	<p>indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>8.2.2 There shall be no objection to any such appointment that the Arbitrator appointed is an officer of the UIDAI or that he had to deal with the matter to which this contract relates or that in the course of his duty as such officer he had expressed views on any of the matters in dispute or difference. No person other than the DG&amp;MD of UIDAI or his nominee can act as Arbitrator.</p> <p>8.2.3 The award of the Arbitrator shall be final and binding on the parties of this agreement</p> <p>8.2.4 Subject to the above, the provisions of Arbitration and Conciliation Act, 1996 and of all the rules there under and all the statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated in this contract.</p> <p>8.2.5 The venue of the arbitration proceedings shall be the HQ office of UIDAI, New Delhi or such other place in Delhi as the arbitrator may decide.</p>
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## 9. LIQUIDATED DAMAGES

<p><b>9.1 Liquidity Damages</b></p>	<p>The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.</p>
<p><b>9.2 Liquidity Damages</b></p>	<p>The amount of liquidated damages for a particular deliverable under this Contract, for a delay in submission of less than 30 days, shall not exceed 1 % of the proportionate value of the portion of that deliverable which is deemed incomplete by the Employer as specified in Appendix C.</p>
<p><b>9.3 Liquidity Damages</b></p>	<p>The liquidated damages shall be applicable under following circumstances:</p> <p>(a) If a particular deliverables is not submitted as per schedule</p>

	<p>as specified in SC 6.3 on account of reasons solely attributable to the FBTC AGENCY, the FBTC AGENCY shall be liable to pay upto 5% of the total cost of that deliverable, for delay of each week beyond 30 days or part thereof.</p> <p>b) Should the bidder fail to deliver the deliverables satisfactorily within the period prescribed in 5.3, UIDAI, without prejudice to its rights and other remedies available to it, shall be entitled to recover, as agreed, liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of delayed services and / or undeliverable services for each week of delay or part thereof upto a maximum of 5% (of the contract value). Quantum of liquidated damages assessed and levied by UIDAI and decision of UIDAI thereon shall be final and binding on the bidder provided further that the same shall not be challenged by the bidder either before arbitration tribunal or before the court.</p>
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## 10. MISCELLANEOUS PROVISIONS

<p><b>10.1</b> <b>Miscellaneous Provisions</b></p>	<p>(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.</p> <p>(ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(iii) The Contractor/ FBTC AGENCY shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iv) Each member/constituent of the Contractor/ FBTC AGENCY, in case of a Consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.</p> <p>(v) The Contractor/ FBTC AGENCY shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(vi) The Contractor/ FBTC AGENCY shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or</p>
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	<p>suffered by its (the Contractor's/ FBTC AGENCY's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/ FBTC AGENCY.</p> <p>(vii) The Contractor/ FBTC AGENCY shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>
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**Special Conditions of Contract**

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Reference of GC Clause and applicable SC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p>The addresses are:</p> <p>Employer: Shri Shrish Kumar, Asstt. Director General (ADG), Address: Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), 1st Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Facsimile: 011-23752679</p> <p>E-mail: fbtc@uidai.gov.in</p> <p>FBTC AGENCY: _____ _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.2	<p>The Authorized Representatives are:</p> <p>For the Employer: Name of Officer _____</p> <p>For the FBTC AGENCY: _____</p>

1.3	The date for the commencement of Services: Within 07 days from award of work to the FBTC AGENCY by UIDAI
1.4	The validity of the contract shall be 1 year or such other period as the parties may agree in writing.

## 2.1 Project Milestones

AGENCY shall submit the deliverables as per scope of work given in section 5.1.1 and 5.1.2 and timelines not to be exceeded beyond the timelines given below. These timelines include all UIDAI acceptances to deliverables.

<b>Project Milestones</b>		
1	Date of Letter of Intent/Work order acceptance by consultant.	01/02/2013
2	Inception report detailing on the plan for the assignment, methodology, team structures, stakeholders to be consulted and activity timelines.	06/02/2013
3	Deliverables under Phase I, as per section 5.1.1	22/02/2013
4	Deliverables under Phase II as per section 5.1.2	28/02/2013

## 2.2 Acceptance of Deliverables

UIDAI shall accept the deliverables only if they confirm to the scope, specifications laid down in this RFP and are of desired quality. Deliverables of the AGENCY will be considered to have been formally accepted only if UIDAI communicates so in writing. It will be the responsibility of the AGENCY to revise the deliverables within one week of communication without extending the total duration of project, based on the feedback and comments given by UIDAI teams. All face-to-face consultation meetings shall take place in UIDAI office in New Delhi.

### 2.3. Terms of Payment

The fees shall be payable to the successful bidder, linked to deliverables and timelines listed in Phase I, II & III and acceptance of deliverables as per section 5 above, as per the following terms:

Installment No	Payment Term	% of Payable Payment
1	Deliverables under Phase I, as per section 5.1.2 of the RFP	50%
2	Deliverables under Phase II, as per section 5.1.3 of the RFP	40%
3	Deliverables under Phase III, as per section 5.1.4 of the RFP	10%

Binding signature of Employer Signed by \_\_\_\_\_

(for and on behalf of the President of India)

Binding signature of Contractor Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution

No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of

(Witnesses)

1.

2.

## Annexure

### ANNEXURE - A

#### DESCRIPTION OF SERVICES

*[Give Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the FBTC AGENCY during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, personnel specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.]*

## **ANNEXURE - B**

### **REPORTING REQUIREMENTS**

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

**Annexure- C**

**Total Cost of services**

*(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)*

**Annexure - D**

**DUTIES OF THE "EMPLOYER"**

*(Include here the list of Services, facilities and property to be made available to the FBTC AGENCY by the "Employer").*

**Annexure-E**

**Format of Bank Guarantee**

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Dear Sirs,

Guarantee No. \_\_\_\_\_

Amount of Guarantee \_\_\_\_\_

Guarantee cover from \_\_\_\_\_

Last date for lodgment of claim \_\_\_\_\_

This Deed of guarantee executed by the .....(name of Bank) having its Central Office at ..... and amongst other places, a Branch at \_\_\_\_\_

(hereinafter referred to as 'the Bank') in favour of \_\_\_\_\_  
(hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_) at the request of \_\_\_\_\_



(hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)  
and the Guarantee shall remain in full force up to \_\_\_\_\_(Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the \_\_\_\_\_ (last date of the claim)

**BANK GUARANTEE**

To

Assistant Director General (ADG),  
Unique Identification Authority of India (UIDAI),  
Planning Commission, Govt. of India (GoI),  
3rd Floor, Tower II, Jeevan Bharati Building,  
Connaught Circus, New Delhi – 110001

Dear Sir,

BANK GUARANTEE

WHEREAS

.....(Company name), a ..... company registered under the Companies Act, 1956 having its registered and corporate office at ....., hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated \_\_\_\_\_ (Herein after, referred to as "contract") with Unique Identification Authority of India, Govt. of India as detailed in the said contract.

We are aware of the fact that as per the terms of the Contract, .....(Company name) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR ..... (in words) and guarantee the due by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach / default of the said Contract by our Constituent. In Consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we (Name and Branch of Bank) have agreed to issue this Bank Guarantee.

Therefore, we (Name and Branch of Bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR ..... (Amount in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Bank Guarantee shall continue and hold good till date subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract to date \_\_\_\_\_ as per said Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring beneficiary to pursue legal remedies against .....(Company name) for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained herein above, our liability under this Bank Guarantee is restricted to INR .....(Amount in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the Power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the

contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, Notwithstanding any arrangement that may be entered into between you and our Constituent, during the entire currency of this guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

*This Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.*

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject-matter hereof brought by you may not be enforce in or by such court.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed INR .....(Amount in words).

This Bank Guarantee shall be valid only up to \_\_\_\_\_(date)

We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_\_\_\_(date).

**Dated** \_\_\_\_\_ **this** \_\_\_\_\_ **day** \_\_\_\_\_ **20**  
**13**

Yours faithfully,

For and on behalf of the \_\_\_\_\_ Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.