



**Request for Proposal (RFP) through GeM Portal for
Selection & Empanelment of a Multimedia Agency
for UIDAI's Public Awareness Campaigns**

Unique Identification Authority of India (UIDAI)

Ministry of Electronics and Information Technology (MeitY), Government of India

Media Division

5th Floor, Aadhaar Building,
Bangla Sahib Road, Behind Kali Mandir
Gole Market, New Delhi-110001

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Disclaimer:

1. This RFP is not an offer by the UIDAI, but an invitation to receive responses from eligible interested Bidders as multimedia agencies for UIDAI. UIDAI will empanel a Selected Agency among bidders who will fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this selection process.
2. The evaluation shall be strictly based on the information and supporting documents provided by the Bidders in the Bid submitted by them. It is the responsibility of the Bidders to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by UIDAI is not provided by the Bidder, UIDAI may choose to proceed with evaluation based on the information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this RFP lies solely with the Bidder.
3. Each Bidder should conduct its own investigations and analysis and should check accuracy, reliability, and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. UIDAI, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. UIDAI may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document without any further notice.

Abbreviations and Definitions:

In this RFP, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:

| | |
|---------------------|---|
| Aadhaar Act, 2016 | Shall mean the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations made thereunder, as amended from time to time; |
| Aadhaar number | Shall mean the twelve-digit unique identification (UID) number issued to an individual; |
| Agreement/ Contract | The agreement/ contract to be entered between UIDAI and the Selected Agency for undertaking the Project; |
| Applicable Law | Shall mean all laws brought into force and effect as on the date hereof, and which may be promulgated or brought into force and effect hereinafter in India, including any revisions, amendments or re-enactments including without limitation the rules, regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect. |
| Bidder (s) | Shall mean any entity which has submitted a Proposal pursuant to this RFP; |
| BOC | Shall mean the Bureau of Outreach & Communication; |
| CPP Portal | Shall mean the Central Public Procurement Portal https://gem.gov.in/ |
| DSC | Shall mean the Digital Signature Certificate; |
| FEC | Shall mean the Financial Evaluation Committee; |
| GTC | Shall mean the General Conditions of Contract mentioned in SECTION VI of this RFP; |
| Resident(s) | As defined in the Aadhaar Act, 2016, shall mean an individual who has resided in India for a period or periods amounting in all to one hundred and eighty-two days or more in the twelve months immediately preceding the date of application for enrolment; |
| RFP | Shall mean the following request for proposal document issued by UIDAI to the prospective Bidders [Tender Number] on [insert date of issue] for "Selection & Empanelment of a Multimedia |

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| | Agency for UIDAI's Public Awareness Campaigns". Any Corrigendum(a) / Amendment(s) / Clarification(s) to the RFP issued by UIDAI subsequent to the issue of the RFP shall be an integral part of the RFP document; |
| Selected Agency | Shall mean the Bidder(s) who signs the Agreement/Contract with UIDAI for providing the services envisaged under this RFP; |
| Selection Process or Tender Process | The process of procurement extending from the issue of Notice for Request for Proposal to the signing of the Agreement/Contract or cancellation of the Selection/Tender Process, as the case may be; |
| Service(s) | Shall mean and include designing the creatives for the multi-media, multi-lingual, pan-India public awareness campaigns and other related services therein to UIDAI; |
| TEC | Shall mean the Technical Evaluation Committee; |
| Tender | Shall have the same meaning as RFP, in this tender document; |
| UIDAI | Shall mean the Unique Identification Authority of India; |

Section I: Introduction

The Chief Executive Officer (CEO), UIDAI, on behalf of the Unique Identification Authority of India (“UIDAI”) invites online proposals (“the **Proposal/Bid**”) through Custom Bid on GeM Portal from Multimedia Agencies vide this Request for Proposal (**RFP**)/Tender for Empanelment of a Multimedia Agency for UIDAI’s Public Awareness Campaigns, specific to Aadhaar project for an initial period of 2 years.

The intending bidders (also called the selected bidder through this document) may download the e-tender document from the above-mentioned website. The interested bidders may submit the bids online in **two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid}** in the prescribed proforma only in online mode through the GeM portal before scheduled date & time as per Clause 1.1 and at the address for communication given at Clause 1.2. All the documents in support of bid are also to be scanned and uploaded along with the RFP document.

The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the agreement, without assigning any reasons, whatsoever. This “Invitation to Bid” is non-transferable under any circumstances.

1.1 Schedule of RFP:

| | |
|--|----------------------------|
| Date/Time of Publishing of e-Tender | 18-08-22, 1730 Hrs |
| Pre-Bid Meeting | 25-08-2022, 1100 Hrs |
| Clarification End Date and Time | 26-08-2022, 1730 Hrs |
| Response to Clarification | 31-08-2022, 1730 Hrs |
| Bid Submission End Date/Time | 08-09-2022, 1730 Hrs |
| Presentation for Technical Evaluation | Will be communicated later |
| Date & Time for Opening of Financial Bid | Will be communicated later |

Submitted proposals will be opened online on the time and date specified in Clause 1.1. The schedule for Presentations to be made as part of the Technical Evaluation will be communicated at a later date.

1.2 Address for Communication:

Shri Ved Parkash Tyagi, Deputy Director (Media)
Unique Identification Authority of India

Government of India (Gol),
Behind Kali Mandir, Bangla Sahib Road,
Gole Market, New Delhi 110 001
Email: dd.media@uidai.net.in

Bid documents should be prepared and submitted as per the Bid Preparation and Document Checklist described in ANNEXURE III not later than the date and time specified in the Schedule. Bids submitted after the last date and time of submission will be rejected summarily.

1.3 Background:

The Unique Identification (UID) number/ “**Aadhaar number**” is issued by the Unique Identification Authority of India (UIDAI) to all Residents in India. The Aadhaar number is:

- a. Verifiable in an online, cost-effective manner;
- b. Based on biometrics and demographic data; and
- c. Robust enough to eliminate duplicate and fake identities in databases.

The impact of the UIDAI initiative is wide-ranging. For Residents across the country, Aadhaar number is a transformational number that will improve the delivery of welfare programs and provide Residents, particularly the poor, greater access to resources and services. Enrolment for the number is done through Registrars across the country. UIDAI partners with such Registrars, which include State Governments, PSUs, banks, etc., who, in turn, may partner with enrolling agencies to enrol residents into the UIDAI database.

1.4 UIDAI’s Vision:

To empower Residents of India with a unique identity and a digital platform to authenticate anytime, anywhere.

1.5 UIDAI’s Mission:

- i. To provide for good governance, efficient, transparent, and targeted delivery of subsidies, benefits, and services, the expenditure for which is incurred from the Consolidated Fund of India to individuals residing in India through assigning unique identity numbers.

- ii. To develop policy, procedure, and for issuing Aadhaar numbers to Residents of India, who request for same by submitting their demographic information and biometric information by undergoing the process of enrolment.
- iii. To develop policy, procedure, and systems for Aadhaar holders for updating and authenticating their digital identity.
- iv. Ensure availability, scalability, and resilience of the technology infrastructure.
- v. Build a long-term, sustainable organization to carry forward the vision and values of the UIDAI.
- vi. To ensure security and confidentiality of identity information and authentication records of individuals.
- vii. To ensure compliance with the Aadhaar Act, 2016, by all individuals and agencies in letter and spirit.
- viii. To make regulations & rules consistent with the Aadhaar Act 2016, for carrying out the provisions contained therein.

1.6 Purpose and Invitation:

The Media Division, UIDAI, Headquarters, New Delhi invites applications from reputed and accredited multimedia agencies for '**UIDAI's Public Awareness Campaign**'.

a. The campaigns will be in 14 languages, viz., Hindi, Assamese, Bangla, Gujarati, Kannada, Malayalam, Marathi, Oriya, Punjabi, Sindhi, Tamil, Telugu, Urdu, and English with a focus on regional languages.

b. The media mix will include:

(i) Traditional media, such as newspapers, magazines, radio, television channels, OOH and cinema halls; and

(ii) New media, such as digital media including web portals and social media. The list is illustrative and not exhaustive.

1.7 Period of Service:

The Selected Agency will work on the Project for an initial period of 02 (Two) years, subject to a performance review each year. The terms and conditions of the contract will remain unchanged throughout the contract period. UIDAI reserves the right to extend the same on yearly basis up to 02 (Two) additional years (on yearly basis) based on mutual consent and periodic reviews to assess the performance during the specified duration of Selection on the same rates, terms & conditions at the discretion of UIDAI.

1.8 Preparation of Bids:

- a. Bidders should consider any corrigendum published on the Tender document before submitting their Bids.
- b. Bidders shall go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the Bid. The number of covers in which the Bid documents have to be submitted, and the number of documents - including the names and content of each of the documents that need to be submitted are to be noted. Any deviations from these may lead to the rejection of the Bid.
- c. Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule.

1.9 Submission of bids:

UIDAI Headquarter invites bid for **“Selection & Empanelment of a Multimedia Agency for UIDAI’s Public Awareness Campaigns”** through Custom Bid on GeM Portal. Bidders are advised to study the Bid document carefully and submit online bid after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in the bid should be submitted online through GeM Portal only not later than the date and time laid down in this Custom Bid.

Manual bids shall not be accepted.

1.10 Rejection of bid:

The bid to be uploaded in the form of printed document. **The bids submitted by any other mode shall not be entertained.** Any condition put forth by the bidder non-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

1.11 Period of Validity of Bids:

Period of validity of bids shall remain valid for 90 days. UIDAI holds the rights to reject a bid which is valid for a period shorter than days mentioned above as non-responsive, without any correspondence. In exceptional circumstances, UIDAI may solicit the bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional.

1.12 Price Variation:

In the event of lowering of government levies after the finalization of the contract, the selected bidder shall automatically pass on the benefits to UIDAI, and in the event of increasing of

government levies after the finalization of agreement; UIDAI shall consider the case on merit and the pro-rata benefits to the selected bidder may be conserved if full reference with documentary evidence is submitted.

1.13 Assistance to Bidders:

- a. Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to UIDAI and the relevant contact person indicated in Clause 1.2 above of this RFP.
- b. Any queries relating to the process of online bid submission or queries relating to the GeM Portal in general, may be directed to Portal Toll Free Number: 1800-419-3436.

Section II: Campaign Requirement

2.1 Purpose:

Although Aadhaar enrolments are progressing across the country, with more than 130 Crores Aadhaar already generated so far, there is still a great need to communicate to the Residents of India about the benefits of Aadhaar, updating of their details in Aadhaar and the role it can play in their day-to-day life and also communicate to the stakeholders on their role in ensuring that they are providing the right services and information to the residents so that overall a positive and accurate image of Aadhaar is built. A well-thought-out awareness campaign is required to educate the people about the Aadhaar enrolment along with the updation process and its benefits. Further, Residents who have already enrolled need to be educated about the various Aadhaar-based applications that are in use and how they can utilize the Aadhaar platform, to avail the services therein with ease.

A project of this scale also requires a special focus on the Below Poverty Line (“BPL”)/marginalized segments of the society. This entails the creation of a well-planned and detailed multi-media communication strategy and a thorough execution on a pan-India basis that can help meet the objectives of the program under this Project.

2.2 Target Audience:

- a. Residents at large
- b. State Governments/Registrars and Enrolling Agencies
- c. Other stakeholders who may be playing a critical role in the enrolment process.

2.3 Objectives:

The main objectives of the Aadhaar multi-media campaign are as follows:

- a. **Create an image** for Aadhaar which is in line with its mission of UIDAI of providing good governance, efficient, transparent, and targeted delivery of subsidies, benefits, and services through digital Identity, to the Residents of India.
- b. **Create awareness** amongst the identified target audiences about Aadhaar and its benefits; and
- c. **Educate and Clarify** to all the partners, stakeholders and Residents about the correct usages and benefits, which can be derived from the Aadhaar platform. Ensure that the partners and stakeholders understand their role and act accordingly to ensure correct usage and application of Aadhaar by Residents of India.

- d. Proactively and reactively, as desired, clarify the role of Aadhaar in case of any fraud / misinformation related to Aadhaar so that there is better understanding of the processes involved in uptake and usage of Aadhaar.

2.4 Scope of Work:

2.4.1. The Selected Agency shall focus on the development and implementation of a national-level communication strategy so that customized messages such as Aadhaar's benefits, its utility and applications and correct usage should reach different segments of the society in entire country. To fulfill this objective, the Selected Agency will provide Services related to Aadhaar's strategic marketing communication needs in the areas of creative production (multi-media including print, electronic, digital, mediums) media planning etc. The detailed Scope of Work is given ahead.

2.4.2 The Selected Agency shall develop and recommend the national level communication strategy, shall undertake an independent assessment over and above the objectives shared by UIDAI and shall present the current challenges that may be faced by Aadhaar – in its awareness, knowledge, and processes at various stages for its adoption. The strategy process shall take into account these external factors and internal priorities, in various states and geographies, to develop and recommend a robust multimedia plan to UIDAI.

2.4.3 The Selected Agency shall also define role of various audiences, the challenges and barriers faced by different audiences, and recommend develop strategy and creatives to address these barriers to create a better understanding and adoption of Aadhaar.

2.4.4 Conceptualization and creation of multi-media campaign across all media platforms- The Project consisting of the public awareness campaigns that result in accurate understanding and adoption of Aadhaar and its services by its various stakeholders and citizens of India. These will be implemented through a full-fledged multi-media, multi-lingual, pan-India level campaign. The objective of these campaigns is to create general and correct awareness among citizens of India about the UIDAI regulations and other initiatives such that there is better uptake of services and its applications. The main functions of the Selected Agency will be:

- a. Broadcast media that shall consist of conceptualising, designing, developing and producing television, radio, print, digital, mobile phone communication, etc. in line with the objective of the campaigns for states and UT in India. This will further include

- designing and developing audio/video advertisements through TV commercials, radio jingles, audio clips, short films/documentaries/AVs, merchandise branding, corporate film, anthem and corporate ringtone, etc.
- b. Preparing creatives for the publicity material including brochures, posters, backdrops, standees, exhibits, branding collaterals during events, calendars, handouts, banners, diaries, presentation items, print advertisements, digital assets and adaptation of the approved designs and content in the 14 languages (mentioned in Clause 1.6 of Section I above), including English and Hindi.
 - c. Presenting an understanding of the digital ecosystem that may be relevant of Aadhaar. Social and digital listening and presenting a monthly analysis of this digital listening, and recommend strategies that UIDAI should undertake to accelerate the ambitions of the Mission. Develop content for digital media in line with these ambitions, measure the impact, and share on a monthly basis what is working and what is not working. Recommend adjustment to strategy and creatives based on this understanding.
 - d. Undertaking script writing/developing storyboards, shooting and undertaking other post-production activities including editing, music, visual effects, 2D/3D animation, etc., as per the scripts approved by UIDAI;
 - e. Management of all talent, and celebrity partnerships, if any, including licensing, fees and payments.
 - f. Creative designs for outdoors that shall consist of stage back-drops for events, booklets, hand-outs, banners, hoarding, display panels, etc. This will further entail development for various internal and external events like annual conference meet backdrop, standee and event kit including folder, itinerary, feedback form, appraisal sheet, etc and forms of entertainment i.e., cinema, sports, and endorsements.
 - g. Making the creative designs adaptable for use in the outdoor, online media, print, television, and other media use, as per the requirement of publications, channels, outdoor sites, websites & portals, etc.
 - h. The creatives would be produced either with a fresh shoot or through outright purchase of image. The images used in the creation of the designs would become the all-time property of UIDAI and the copyright of these images would rest with UIDAI throughout the time for all creative executions, across all media, in all countries.
 - i. Regional adaptation and original content production of the creatives content produced across all the communication channels.
 - j. Any other creative work that may be assigned by UIDAI from time to time.
 - k. Delivering finished products in adequate numbers including master tapes/DVD media, etc.

in the timeframe and formats as required by various channels/ broadcasting agencies as well as for cinema or any other broadcast including AVs and documentaries in the formats required for dissemination. The Selected Agency is expected to deliver to the UIDAI, both the final and clean version of the audio/video as well as the entire footage, including the scenes/unmixed audios, and videos that have not been included in the final version of the finished products in all the 14 languages.

- l. For print advertisements, the Selected Agency would be expected to deliver advertisements in colour and/or black and white (as required) and should have translated the content of each language in open files in MS Word RTF, PDF or any other format as required by the newspapers. In case the creatives involve shooting photographs, all the photos would be the property of UIDAI and would be handed over to UIDAI. The creatives in regional languages should be in Unicode font.
- m. For outdoor, the Selected Agency would be expected to deliver the finished material/creatives in formats and sizes in languages as approved as required for implementation of the plan.
- n. For any other collateral like brochures, handouts, backdrops, branded material or any other content or creative approved, the Selected Agency will provided finished and approved material in the formats that may be required.
- o. The Selected Agency shall have to deliver the creatives to the satisfaction of UIDAI within the quoted price, even if multiple iterations are needed. The UIDAI will not compromise on the script in any event.
- p. **Expected input:** The items/ activities/ tasks refereed in annexure-VIII are the consolidated list of expected inputs. However the award of work to the firm shall be the prerogative of UIDAI and shall be awarded only on need basis/ requirements. The UIDAI, however, reserves the right to increase or decrease the number of creatives at its discretion without assigning any reason thereof. The UIDAI reserves the right to place an order with the Selected Agency for full or part quantities of any items of work under the scope of work. In addition to giving the open files of print, TV, radio and all adaptations to UIDAI, the Selected Agency will archive the creatives with them for a minimum period of 3 (three) years and deliver them to UIDAI whenever demanded.
- q. **Media planning:** The Selected Agency may be asked to prepare media lists comprising of suitable newspapers, magazines, television channels, radio stations, etc., taking into consideration the need and relevance of the advertisement message and the target audience. The Selected Agency will present a scientific plan based on audience reach, readership, viewership, and consumption of that media recommended, based on third

- party industry standard database. These plans should be presented based on the latest data and trends that are published and available to the industry.
- r. The Selected Agency shall also share the industry rates that are applicable to assess the cost-effectiveness of the recommended media plan, which includes scientific logic for the recommended selection of the channel and its vehicles. The Media Plan should included details of recommended selection of programs and day parts explaining with data those recommendations.
 - s. The Selected Agency shall be required to obtain permissions/licenses/ clearances from the concerned regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material.
 - t. The Selected Agency may be asked to develop a video campaign on 'Feedback' of the Residents which may be shared on social media for enhancing the brand image of 'Aadhaar'.
 - u. The Selected Agency shall be required to manage the events as per the directions of the Media division, **UIDAI Across the Country**. This includes the permissions/licenses/ clearances to be obtained from the concerned regulatory/statutory authorities at all stages at their own cost prior to the event along with all the logistics, development of branding materials and other requisites for covering the space in the event.
 - v. The Selected Agency may also be required to align their own creative team (human resources) for the purpose of developing various creatives for the pre-defined and mutually agreed time period in case of any urgency/emergency situation to support the Media Division of UIDAI, HQ based in Delhi. The charges for such human resources deployed will be billed separately as per the prevailing skilled human resources Man-day rates defined by the Government of India.
 - w. All the transportation cost and expenditure incurred on stay in any visiting city shall be born by the agency itself. There shall be no liability on the part of the UIDAI in this regard.
 - x. No releases should be made on the behalf of UIDAI unless there is an explicit approval for those made by the competent authority, as aligned with the UIDAI.

Section III: Eligibility Criteria

- 3.1 This RFP can be responded to only by registered business entities that are in the business of providing advertising, creative and media-related marketing services and have their registered/head /branch office in Delhi/NCR as per the latest INS book.
- 3.2 The eligibility criteria are as mentioned below in the table. The bidders need to submit supporting documents including the Cover letter of the bid signed by an authorised signatory of the bidder as per Annexure-X of this RFP. Power of Attorney as per Annexure XII of this RFP or Authorisation letter from Company Secretary/Board.

| S. No. | Criteria | Documents Required |
|--------|--|---|
| 1 | <ul style="list-style-type: none">i. Should be a company incorporated under the Companies Act 1956/Companies Act 2013 or a Partnership Firm registered under the Indian Partnership Act, 1936 or Limited Liability Partnership Act, 2008 or an organisation registered under the Society Act.ii. Registered with the Income Tax Authorities.iii. Registered with GST Networkiv. Should have been in business in this filed at least for last 5 years. | <ul style="list-style-type: none">i. Copy of certificate of incorporation along with name change if any.ii. Copy of PAN Cardiii. Copy of GST registration Certificateiv. Copy of at least three work orders with cost of Rs. Thirty Lakhs each for the work executed directly by the agency on or before March, 2022 & supporting documents establishing in this filed at least for last 5 years. |
| 2 | The Bidder should have an average turnover of at least INR 2.25 Cr during the last 03 (three) audited Financial years (FY-2019-2020, 2020-2021 and 2021-2022) | Certificate from the Chartered Accountant. The turnover details must be provided as per Annexure XVI. |
| 3 | The Bidder should be accredited member of the Indian Newspaper Agency (INS) for | Copy of the certificate. |

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| | the last 5 years (2017, 2018, 2019, 2020 and 2021) | |
| 4 | The Bidder should be empanelled with the Bureau of Outreach & Communication (“BOC”) as a multi-media creative agency. The documentary evidence submitted as proof of Selection with BOC should clearly indicate that the Bidder is empanelled with BOC as of the date of publication of this RFP and should be in the name of the firm which is applying for the Selection with UIDAI through this RFP. The Selected Agency should ensure that its Selection with BOC should remain valid throughout its Selection with UIDAI. | Signed letter of empanelment with Bureau of Outreach & Communication (“BOC”) as a multi-media creative agency. Or Signed letter of empanelment by BOC through RFE No. 22201/DCID/CreativeProd/2122 dated 21.11.2021 |
| 6 | The bidder should not have status of being blacklisted or made ineligible by Govt. Of Indi/ State Govt./Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid. | Certificate duly signed by an authorised signatory of the bidder as per Annexure XIV. |
| 7 | The Bidder should have worked with at-least 3 Government Sector Clients in the last 3 years period ending FY 2021-22 with minimum monetary value of Rs. 30 Lakhs of each event/ campaign of similar type of work and/or should have worked with at-least 3 Technology Sector Clients in the last 3 years ending FY 2021-22 with minimum monetary value of Rs. 30 Lakhs of each event/ campaign of similar type of work | i. Work order and ii. Satisfactory Completion certificate from the client. |

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| | directly. | |
| 8 | The Bidder should have been engaged in creatives (print and electronic), design, brand management and media-related marketing services. | Proof of the same should be included in the documents that are to be submitted (as per Annexure-II) and shown to UIDAI at the time of presentation. |
| 9 | As part of Performance Criteria, The Bidder also needs to have handled and delivered at least 03 (Three) accounts of billing size of not less Rs. 50,00,000/- (Rupees Fifty Lakhs) each, in each of the last 2 (two) years, period ending FY 2021-22. | Proof of the same (work orders) including deliverable completion should be included in the documents that are to be submitted (as per Annexure-II). Sample creative work done for such clients should also be provided as per Annexure-II. |
| 10 | The Bidder should have adequate qualified professionals to handle a multi-media/multi-lingual communication campaign. | Self-Certificate alongwith list of qualified professionals signed by HR Head of Bidder |

3.3 No consortium shall be allowed to apply for this Tender. No two agencies of the same business group or having a business relationship will be allowed to apply. In such a case where two agencies of the same business group or having a business relationship apply, the Bids of both the parties will be summarily rejected.

3.4 For Bidders applying under the MSME category, the following modifications in eligibility criteria may be noted:

- a. Any Bidder which Bids under the MSME category shall be exempted from Clause 3.2 (2) i.e. having an annual turnover of Rs. 2.25 Cr. per annum from advertising business for last 3 (three) financial years ending FY 2021-22.
- b. However, to claim such an exemption stated in clause (a) above, the Bidder will necessarily need to provide a valid certificate from NSIC or any other relevant issuing authority declaring the Bidder to be a registered MSME business entity involved in the advertising

business. The certificate should be valid at least 3 (three) months from the Bid submission end date and should remain valid throughout the tenure of Selection.

(**Note:** Application forms/acknowledgements submitted or received during the course of MSME Certification will not suffice; the Bidders will need to submit relevant certificates to prove MSME status.)

- c. All other clauses i.e. Clause 3.2(1), (3), (4), (5), (6), (7), (8), (9) and (10), 3.3, 3.4, 3.5 and 3.6 shall apply.

3.5 List of documents to be submitted as part of the response to RFP

- a. Covering letter on the Bidder's letterhead.
- b. The 5 (five) best Creatives utilised in print campaigns in the last 3 (three) years period ending FY 2021-22.
- c. The 5 (five) best TV commercials, short-films produced in the last 3 (three) years period ending FY 2021-22.
- d. Declaration in the format as given in **Annexure I**.
- e. Documents to be submitted in lieu of fulfillment of Qualification criteria as given in **Annexure-II**.
- f. Checklist in the format as given at **Annexure III**.
- g. Any other supporting information that is relevant to this Proposal.
- h. For MSME category: Certificate as explained in Clause 3.4 above.

3.6 Indexing and Marking

The entire response to this RFP should be indexed and properly marked. The response to the RFP (eligibility documents, print creatives, etc.) should be uploaded in PDF format (signed on every page). Digital Files of audio-video work is to be submitted in one pen drive only before last date of submission of the Bid.

3.7 Disqualifications:

UIDAI may at its sole discretion and at any time during the evaluation of the Bid, disqualify any Bidder, if the Bidder has:

- a. Submitted the Bid after the response deadline;
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 3 (three) years;
- d. Submitted a Bid that is not accompanied by required documentation or is non-responsive;
- e. Failed to provide clarifications related thereto, when sought;
- f. Submitted more than one Bid on its own or is part of a consortium; or is amongst the two Bidders of the same business group or having a business relationship that have applied in which case both the Bids will be rejected;
- g. Been declared ineligible/blacklisted by the Government of India/State/UT Government.

Section IV- Evaluation and Selection Mechanism

4.1 Selection of the Bidder:

4.1.1 Technical Evaluation: Technical Proposals of bidders will be evaluated by the duly constituted TEC on the basis of scoring criteria as per Annexure-VII i.e. Bidder's experience, its understanding of the campaign, Innovation in creatives, proposed methodology and Work Plan, and the experience of Key Personnel etc. During the evaluation of Bids, UIDAI may at its discretion, ask the Bidders for any clarification on their Bids.

4.1.2 The Technical Proposals will be evaluated by TEC (Technical Evaluation Committee) out of total score of 100 Marks, as per following criteria:

| S. No. | Bid Component | Marks | Documents |
|--------|--|-------|---|
| 1 | <p>Average annual turnover (T) during the last Three Financial Years (FY 2019-20, 2020-21 & 2021-22).</p> <p>(i) $T \geq 5$ Cr - 25 Marks</p> <p>(ii) $5 > T \geq 2.25$ Cr - 20 Marks</p> <p>(iii) At least 2.25 Cr - 15 Marks</p> | 25 | <p>Certificate from the chartered accountant.</p> <p>The turnover details must be provided as per the format given in this RFP at Annexure-XVI</p> |
| 2 | <p>Experience of the bidder in successfully executing events/ campaign with minimum monetary value of Rs. 30 Lakhs each with at least 3 Government Sector Clients and/or with at-least 3 Technology Sector Clients in the last 3 years period ending FY 2021-22 with minimum monetary value of Rs. 30 Lakhs each directly.</p> <p>(i) More than 6 (events/ campaign - 25Marks</p> <p>(ii) 4-6 events/ campaign - 20 Marks</p> <p>(iii) At least 3 (Three) events/ campaign - 15 Marks</p> | 25 | <p>Details of the assignments as per Annexure XIII provided in this RFP including:</p> <ul style="list-style-type: none"> • Completion certificates from the Client. <p>OR</p> <p>Work order and Self-certificate of completion by the agency.</p> |

| | | | |
|---|--|----|--|
| 3 | <p>The Bidder should have adequate qualified professionals having relevant experience in organizing campaigns.</p> <p>Manpower Strength on roll</p> <p>i. $M \geq 50$ – 10 marks</p> <p>ii. $40 > M \geq 30$ – 7 marks</p> <p>iii. $30 > M \geq 20$ – 5 marks</p> | 10 | Self-Certificate along-with list signed by the HR head of bidder |
| 4 | <p>Presentation should cover following:</p> <p>i. Understanding the brief of the campaign and translating it into an overall creative strategy.</p> <p>ii. Evaluation of creative approach/es in Print/TV/OOH/ Radio/ Digital media.</p> <p>iii. Media Plan including Social Media</p> <p>iv. Branding and PR Strategy for Aadhaar.</p> <p>v. Innovation in creatives.</p> | 40 | <ul style="list-style-type: none"> • Copy of presentation should be submitted as part of bid. • UIDAI would take the interview of the core team/SPOC event |

Note: Only those Bidders who score at least 70 marks or above as per the Technical evaluation criteria mentioned at Annexure-VII out of total 100 marks shall be declared qualified for further evaluation.

4.1.3 Financial Evaluation: The Bids of the Technically Qualified bidders will be opened after approval of CFA. Financial bids will be opened in the presence of authorised representatives of UIDAI. The financial proposals will be evaluated by the duly constituted FEC (Financial Evaluation Committee), on the basis of the total consolidated cost submitted with respect to the items mentioned in Annexure VIII. Financial quote for all the items of works must be submitted as per Annexure VIII in which, No items shall be left/skipped as blank/without cost. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. L-1 bidder will be selected by using LCS (Least Cost System) method.

The technically qualified bidder, who have quoted/offered overall minimum total cost (Value as 'X' in commercial bid as mentioned in Annexure '-----') will be determined as L1 bidder, will be awarded the work. In addition to this, if, there is a tie in the quoted price,

the bidder obtaining the highest score in technical evaluation shall be given priority in the selection. The decision of UIDAI shall be final and no representation shall be entertained in this case.

4.1.4 The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.

4.1.5 The Technical Proposals will, in the first instance, be examined in UIDAI to ascertain fulfillment of eligibility criteria and submission of required documents. Agency that fulfill the eligibility criteria and have submitted all required documents in their Technical Proposal would be invited to make presentations on their Technical Proposal. The presentation should be made by team members identified to work with UIDAI.

4.1.6 Brief for presentation:

- a. The aim of the IEC Campaign and Media Strategy will be to position Aadhaar number as India's online digital ID Platform, which has become a tool of empowerment for all Residents of the country. Some of these goals are listed below:
 - (i) Position Aadhaar number as a tool of empowerment that has helped people effectively proves their identity anytime, anywhere.
 - (ii) Dissipate negative perceptions and dispel rumours being spread by motivated parties about Aadhaar number.
 - (iii) Educate people about the benefits of using Aadhaar number and the various features of Aadhaar that can help them access services easily.
 - (iv) Encourage innovation and provide a platform for public and private agencies to develop Aadhaar number linked applications.
 - (v) Ensure availability, scalability and resilience of the technology infrastructure.
 - (vi) Assure stakeholders and the public in general about the robustness and resilience of the technology infrastructure.

- b. The target groups of the media strategy will be the following:

- (i) **The population at large**, comprising of all the Residents and the ones who still haven't enrolled will be the target groups. The people in need in the former category will be encouraged to use Aadhaar to access services as a safe, secure and robust proof of identity. The latter category will need to be encouraged/motivated to enrol for Aadhaar at the earliest.
 - (ii) **Central and State Government Departments and Public Sector Undertakings** - The thrust of the communication to this target group would be to help them use Aadhaar as per provisions of the Aadhaar Act, 2016 and various rules and regulations laid out by UIDAI in that regard.
 - (iii) **Corporate sector** – The communication herein will focus on the capability of Aadhaar number to drive the business efficiency and to the customer satisfaction. In particular financial institutions, telecom companies and large corporate houses will be targeted.
 - (iv) **Regulatory Authorities** – The communication will highlight how Aadhaar number enhances compliance to regulatory provisions.
 - (v) **UIDAI eco-system partners** – The communication will reach out to Registrars, Enrolment Agencies, AUAs and ASAs Agency, Aadhaar letter printers, the Post Office, Contact Centre employees and all other personnel directly working with UIDAI. The effort herein will be to make these disparate groups take pride in participating in a nation-building exercise.
 - (vi) **Policy makers and influencers** – The aim would be to make the parties under this category appreciate the transformational potential of Aadhaar number.
- c. The UIDAI proposes to use a multimedia strategy covering print, electronic, and outdoor media to achieve its communication objectives under this Project.
- d. A multilingual communication package will be developed based on the spread of Aadhaar number across different States and linguistic groups.
- e. The Media Strategy will subtly counter misdirected criticism of UIDAI on account of various issues, like security, privacy, the cost to the exchequer, perceived benefits and doubts on robustness of biometric technology, etc.
- f. The achievements of UIDAI will also be highlighted which includes:
- (i) Enrolment of over 130 crores Residents in 11 years with no time or cost

overrun.

- (ii) Successful application of Aadhaar for various Government and Non-Governmental services including disbursement of social security benefits like pension and scholarship, MGNREGA wages, streamlining of Public Distribution System (PDS), etc.
- (iii) Use of Aadhaar for authentication by banks and financial transactions, payment of LPG subsidy, opening of bank accounts, insurance policies, Jeevan Pramaan, capital market transactions, making railway reservations, entry into airports, proof of identity and address for passport and other uses for Central and State Government services.

4.1.7 The empanelled Bidder i.e., the Selected Agency will be required to sign a contract with UIDAI, accepting the terms and conditions laid down by UIDAI (including but not limited to as given under various sections and Annexure of this RFP document). After execution of the contract, no variation or modification of the terms and conditions of the contract shall be made; except by the written consent and amendment signed by both the parties.

4.2 Allocation of Work:

The UIDAI will give a brief to the Selected Agency and invite creatives/scripts/storyboards for specific assignments within fixed stipulated time as decided by UIDAI. The Selected Agency shall not sub-assign/sub-contract the Project to any other agency, in whole or in part, to perform its obligation under this contract. **Mere Selection with UIDAI does not guarantee any allocation of work to the Selected Agency.**

UIDAI reserves the right to ask the Selected Agency to re-work the creative/script/storyboard as many times till the work is approved. The final output would also be approved by the competent authority before release. Such creative outputs will be the sole property of UIDAI and UIDAI will be free to use or modify them at its sole discretion. The Intellectual Property Rights (“IPR”) of IEC material produced shall rest solely with UIDAI HQ.

4.3 Intellectual Property Rights:

- a. The UIDAI shall have the right to use the creatives, once prepared and approved, at a later stage, with or without changes, in any form and through any medium and through any agency (creative or media) as it finds necessary. The Selected Agency shall,

therefore, create and vest all the IPR in perpetuity and on an umbrella basis for all the advertisements and other IEC material created by it for UIDAI.

- b. The Selected Agency will ensure that there is no violation of IPR or of any other law in force, while designing the advertisements (including copy, pictures, etc) and will also indemnify UIDAI, against any claim by or liability against any third party, as the case may be. The Selected Agency shall, at its own cost and expenses, defend and indemnify UIDAI against all third-party claims, including those of infringement of IPR, including patent, trademark, copyright, trade secret or industrial design rights, arising from the use of products or any part thereof in India or internationally. The Selected Agency shall expeditiously meet any such claims and shall have full rights to defend itself there. In the event, UIDAI is required to pay compensation to a third party, resulting from such infringement, then in that case, the Selected Agency shall fully reimburse the UIDAI therefore, including all expenses and court and legal fees.
- c. The Selected Agency shall also be liable to indemnify UIDAI, at its own cost and expenses, against all losses/damages, which UIDAI may suffer on account of violation by the Selected Agency of any or all national/international trade laws, norms, standards, procedures, etc.

Section V: General Terms & conditions

5.1 Bid/Tender Fee

Bid/Tender Fees is exempted in terms of Rule 161 (iv) of GFR, 2017 for wider participation and ease of doing business.

5.2 Bid Security Declaration:

The Bidder will be required to submit a Bid Security Declaration in the form as given at Annexure VI of RFP.

5.3 UIDAI's right to vary scope of contract at the time of award:

In normal course, scope / requirement of work in the Project may be increased up to 25% with the approval of the Competent Authority.

5.4 Performance Bank Guarantee (PBG):

The Selected Agency shall at its own expense shall deposit with UIDAI, within a week of the date of notice of selection or prior to the signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee ("PBG") of Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand only) from a nationalized bank or in the form of Fixed Deposit Receipt (FDR) with a lien marked to Unique Identification Authority of India, New Delhi. The PBG will be payable on demand, for the due performance and fulfilment of the contract and be valid for the entire period of the contract including any extension therein, along with an additional claim period of three months.

5.5 Payment:

5.5.1 Payment of all works, print creative/display creative/marketing collaterals/TV commercials/short-films/any other work under this Project by Selected Agency will be based on the discovered rates within this RFP and each work order placed.

5.5.2 The payment shall be released by UIDAI within 30 days of submitting of the bill/invoice along-with all relevant requisite documents/ information's after satisfactory completion of the work.

5.6 Liquidated Damages:

- 5.6.1** In case of delay in execution of the assigned work by the Selected Agency, UIDAI may impose a penalty of 0.5% of the Work Order Value per day or part thereof for such delay subject to maximum 10% of the work order value. If the delay is extended beyond the period of 2 (two) weeks, then UIDAI may annul the Project and shall be free to get it done from other vendors in market at the risk and costs of the Selected Agency. UIDAI may also debar and blacklist the Selected Agency for applying in the future tenders or its Selection Process along with forfeiture of Performance Security/PBG.
- 5.6.2** If any of the Services performed by the Selected Agency fails to confirm to the specifications of the assigned Project or in the event of failure of the Project due to indifference (such as inadequate interaction with UIDAI), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the Selected Agency and UIDAI decides to abort the contract because of such failure, along with forfeiture of Performance Security/PBG. This shall be without prejudice to other remedies available under law and this contract with UIDAI.
- 5.6.3** At any point of time during the contract period, UIDAI has the sole right to de-panel the Selected Agency based on sub-standard performance/output/poor response.

Section VI: General Conditions of Contract (“GCC”)

The following terms and conditions are of a general nature and are given here only for the information of the Bidder.

6.1 Nativity:

The organization must be a registered entity and incorporated in India as per details given under 3.2(1).

6.2 Relationship:

(i) Nothing mentioned herein shall be construed as a relationship of master and servant or of principal and agent as between the UIDAI and the Selected Agency. No partnership shall be constituted between UIDAI and the Selected Agency by virtue of this Selection nor shall either party have powers to make, vary or release obligations under the contract on behalf of the other party or represent that by virtue of this or any other Selection, a partnership has been constituted, or that it has any such power. The Selected Agency shall be fully responsible for the Services performed by them or on their behalf.

(ii) Neither party shall use the other party’s name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose, without first having obtained the other party’s prior written approval.

6.3 Right to rejection and Right to annulment:

UIDAI reserves the right to reject any request for Selection and annul the Selection Process and reject all such requests at any time and at any stage prior to Selection, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

6.4 Obligations:

Selection with UIDAI does not guarantee that the Selected Agency shall be awarded any project/assignment as a result of this Selection.

6.5 Code of Integrity:

UIDAI requires that the Bidder(s) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

UIDAI will reject the application for Selection, if the Bidder recommended for Selection, has been determined by UIDAI to have been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- (a) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of UIDAI or any personnel in during the tenure of Selection.
- (b) **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UIDAI, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive UIDAI of the benefits of free and open competition.
- (c) **"Unfair trade practices"** means the supply of services different from what is ordered or a change in the scope of work that is agreed to.
- (d) **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of Selection.
- (e) **"Collusive practices"** means a scheme or arrangement between two or more Bidders with or without the knowledge of the UIDAI, designed to establish prices at artificial, non-competitive levels.
- (f) **"Conflict of interest"** means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain.
- (g) **"Obstructive practice"** means materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

UIDAI will reject an application for the award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the Selection.

6.6 Confidentiality and Security:

- a. Information relating to the evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who has submitted the Bids or to other persons not officially concerned with the process. The undue use by any Bidder of confidential information related to the Selection Process may result in the rejection of their Bid.
- b. The selected bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of UIDAI or its clients without the prior written consent of UIDAI. A formal Non-Disclosure Agreement (NDA) will be signed to this effect as per Annexure XV of this RFP.
- c. The selected bidder will ensure that no information about the software / hardware/ policies of UIDAI etc. is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- d. Additionally, the selected bidder shall keep confidential all the proprietary details and information regarding the campaigns.
- e. UIDAI shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected bidder regarding any forbidden disclosure.
- f. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i. information already available in the public domain.
 - ii. information received from a third party who had the right to disclose the aforesaid information
 - iii. information disclosed to the public pursuant to a court order
- g. Any handover of the confidential information needs to be maintained in a list, containing at the very minimum the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose, and signatures of both parties.
- h. Notwithstanding anything to the contrary mentioned hereinabove, the selected bidder shall have the right to share the work order provided to it by UIDAI in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

6.7 Governing Language:

All documents relating to the contract shall be written in the English Language.

6.8 Amicable Settlement:

In case, if a dispute arises between the Parties regarding any matter under the contract, either Party may send a written notice of dispute to the other party. The Party receiving the notice of dispute will consider such notice of dispute and respond to it in writing within 30 (thirty) days after receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of the Party to the notice of dispute, Clause 6.9 of GCC shall become applicable.

6.9 Dispute Resolution:

In case of any dispute between the Selected Agency and UIDAI arising out of or in relation to this contract, is not resolved through amicable settlement, then the Parties agree to submit such dispute to arbitration, as per the Arbitration & Conciliation Act, 1996 (as amended). Such dispute shall be decided by a sole arbitrator, who shall be nominated by UIDAI, and shall be conclusive and binding on both the parties. The arbitration proceedings shall be held in English language and the venue shall be at New Delhi. The parties agree to have their dispute(s) or difference(s) resolved in terms of **Section 29B – Fast track procedure**, of the Arbitration and Conciliation Act, 1996 (as amended).

The Parties shall use their best endeavours to ensure that the decision of the Sole arbitrator is given within a period of 6 (six) months or as early as is possible after the arbitration proceedings has commenced.

It is also to be noted that all fees for pertaining to the arbitration proceedings shall be borne by the Parties equally. Further, all other costs incurred by the parties shall be borne by the respective parties.

6.10 Jurisdiction:

The Courts at New Delhi will have jurisdiction over all legal disputes under this contract.

6.11 Frequency of Selection Process:

UIDAI shall empanel the selected Bidder initially for 02 (Two) years and the contract shall be in force for 02 (Two) years from the effective date of the contract. The contract may be extended

by a further period of two years (one year at a time), at the sole discretion of UIDAI on the same rates, terms & conditions.

6.12 Advertising and Promotion:

The advertisement and marketing material used by the Selected Agency shall be in accordance with the guidelines laid down by UIDAI from time to time (For present guidelines please visit: <http://uidai.gov.in/images/commdoc/logo%20guidelines.pdf>)

6.13 Indemnity:

The Selected Agency will indemnify UIDAI against any misuse of UIDAI Name, Brand Name - AADHAAR and logo. UIDAI will take necessary legal and other actions for such cases. UIDAI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the Selected Agency.

The Selected Agency shall also at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any intellectual property rights (IPR) while providing its services under the Contract. The Selected Agency shall also, at all times, indemnify and keep indemnified UIDAI against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its 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 Selected Agency. All claims regarding indemnity shall survive the termination or expiry of the Contract.

6.14 Termination / Withdrawal:

- a. Without prejudice to any other right or remedy it may have, either party may terminate this contract at any time by giving 03 (Three) month's advance notice in writing to the other party.
- b. UIDAI reserves the right to withdraw/ terminate the Selection of the Bidder in any of the following circumstances:
 - i Bidder becomes insolvent, bankrupt, and the resolution is passed for the winding up of the Bidder's organization
 - ii Information provided to UIDAI is found to be incorrect;
 - iii Selection conditions are not met within the specified time period;
 - iv Misleading claims about the Selection status are made;
 - v Clear evidence is received that the Selected Agency has breached copyright laws/ plagiarised from another source;

- c. UIDAI may, without prejudice to any other remedy for breach of Contract, by serving 30 (thirty) days prior written notice of default to the Selected Agency, terminate the Contract in whole or in part in case of the occurrence of any of the following:
- i. (aa) If the Selected Agency fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by UIDAI; OR
(ab) If the Selected Agency fails to perform any other obligation(s) under this RFP."
 - ii. If the Selected Agency becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.
 - iii. If the Selected Agency, in the judgment of UIDAI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - iv. If, as the result of Force Majeure, the Selected Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days.
 - v. If the Selected Agency submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
 - vi. If the Selected Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
 - vii. If the Selected Agency fails to provide the quality Services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of Services, the reasons for which shall be recorded in writing. UIDAI may decide to give one chance to the Selected Agency to improve the quality of the Services.
 - viii. If the Selected Agency has been blacklisted by the UIDAI or disqualified for any reason.
 - ix. If the Selected Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Section VI of GCC hereof.
 - x. In the event the Selected Agency is found to:
 - (a) Have engaged /Sub-contracted the work/Services
 - (b) Have provided incorrect information to UIDAI.
 - (c) Exhibit Non-cooperation during audits conducted by UIDAI or auditing agencies appointed for the purpose.
 - xi. If the Selected Agency discloses any confidential information during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith.
- d. If the Selected Agency does not execute/ perform the Contract to the satisfaction of the

UIDAI then in such an event, UIDAI may invoke any or all of the following clauses.

- (i) Forfeit the Performance Bank Guarantee Amount; and
 - (ii) Terminate the Contract without any liability of UIDAI towards the Selected Agency.
- e. Upon termination of this Contract, the Selected Agency shall, immediately upon dispatch or receipt of the termination 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, data, and/ or any other material prepared by the Selected Agency and equipment and materials furnished by UIDAI, the Selected Agency shall promptly handover all such documents, data, records, visuals, photographs etc. to UIDAI or its officials.

6.15 Single Application Only:

A Bidder may only submit one Proposal on its own. If a Bidder submits more than one Proposal on its own, both the Proposals shall be disqualified. Each and every page of the document being submitted should be duly signed by the firm.

6.16 Amendment:

At any time prior to the deadline for submission of Bids, UIDAI may for any reason, modify this Tender document. The amended Tender document shall be notified through the website and such amendments shall be binding on all the Bidders.

Further, 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.

In cases of substantial modifications or variations, required by the Selected Agency, the prior written consent of UIDAI is required.

6.17 Binding Clause:

All decisions taken by UIDAI regarding this Contract shall be final and binding on all the concerned parties.

6.18 Agency's Obligations

- a. The Selected Agency is obliged to work closely with the UIDAI's staff, act within its own authority and abide by directives issued by UIDAI.
- b. The Selected Agency will abide by the job safety measures prevalent in India and will release UIDAI from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Selected Agency's negligence. The Selected Agency will pay all indemnities arising from such incidents and will not hold UIDAI responsible or obligated.
- c. The Selected Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour.
- d. The Selected Agency will treat all data and information about UIDAI, obtained in the execution of its responsibilities as confidential, in strict confidence and will not reveal such information to any other party without the prior written approval of UIDAI.

6.19 Force Majeure:

Neither party will be liable in respect of failure to fulfill its obligation if such failure is entirely due to the "Force Majeure".

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, Governmental restrictions or instructions, a **pandemic situation causing lockdown by the order of the concerned Government** 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.

Force Majeure shall not include:

- a. Any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- b. Any event which a diligent Party could reasonably have been expected both to consider at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- c. Selected Agency's insufficiency of funds or inability to make any payment required hereunder.

- d. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory 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.

SECTION VII: Specific Terms and Conditions

- 7.1 UIDAI will have the right to drop the Selected Agency without assigning any reason whatsoever. UIDAI also reserves the right to modify the term and conditions for the Selection.
- 7.2 The Selected Agency is expected to maintain a high level of professional ethics and will not act in any manner, which is detrimental to UIDAI's interest. The Selected Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- 7.3 The Selected Agency should be able to execute the order at short notice and even on holidays.
- 7.4 The Selected Agency should have resources with proficiency and proof-reading facilities in all the scheduled Indian Languages.
- 7.5 The selection of artwork will be entirely at UIDAI's discretion.
- 7.6 Artwork/ commercial once selected will be the property of UIDAI and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from the concerned Selected Agency or paying any commission/fees/royalty. The Selected Agency has to provide an original soft copy and raw files of their work to UIDAI. The Selected Agency cannot use the concept, or artwork, for other clients once UIDAI selects it.
- 7.7 UIDAI reserves the right to make necessary modifications to the selected artwork, concept etc.
- 7.8 UIDAI reserves the right to reject of any/all Bids without assigning any reason whatsoever. All decisions taken by UIDAI would be final and no further representation in this regard will be entertained.
- 7.9 UIDAI also reserves the right to employ any Bidder other than the Selected Agency.

Annexure I: Declaration (on the Bidder's letterhead)

DECLARATION

1. I, _____ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from Selection.

2. I, _____ (Name & Designation) solemnly affirm that M/s _____ has not been blacklisted/debarred/suspended/ banned from business dealings by Ministry of Planning, GoI or by Ministry of Commerce, GoI that is current as on the last date of filing of responses to this RFP.

3. I permit UIDAI to inspect my records to ascertain the above facts.

4. I permit UIDAI to cross-check the above facts from any other source.

5. I or my authorised representative, if required by UIDAI, would make a presentation before the duly constituted Committee at my own cost.

6. I will abide by the decision of UIDAI regarding Selection.

7. I have read & understood the RFP and agree to all the terms & conditions stated therein.

Signature

Full name and designation:

Date:

(Seal of organisation)

Annexure II: List of documents to be submitted to meet the Eligibility Criteria mentioned in Section III:

| S No. | Description | Detail | | |
|-------|--|--|------------|------------|
| 1 | Certificate of Registration/Incorporation | The Bidder should possess and furnish a certificate of registration/incorporation. It should also provide the PAN & GST registration and submit any other supporting documents as required. | | |
| 2 | Empaneled with BOC | The Bidder shall submit documents confirming that the Bidder is empaneled with BOC as a multi-media/creative agency with a due validity period. The documentary evidence submitted as proof of Selection with BOC should clearly indicate that the Bidder is empaneled with BOC as of the date of publication of this RFP and should be in the name of the firm which is applying for Selection with UIDAI through this RFP. | | |
| 3 | Indian Newspaper Society (INS) Accreditation | The Bidder shall submit a document confirming INS accreditation for the last five years (ending FY 2021-22) | | |
| 4 | Financial Turnover as per audited balance sheet duly certified by Chartered Accountant/ Statutory Auditors (Mention only turnover from advertising and communication business) | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| | | | | |
| | | Submit the audited Balance Sheet duly certified by Chartered Accountant. | | |
| 5 | Head office/Branch office in Delhi/NCR | Submit self attested document in support (INS letter etc.) with Office Address Proof | | |

| | | |
|----|---|---|
| 6 | Declaration by the Bidder filing responses to this RFP | Submit a declaration on the company letterhead duly signed by authorised signatory as per Annexure I |
| 7. | MSME Certification | Submit a Certificate from NSIC or any other relevant issuing authority declaring the said agency to be a registered MSME business entity involved in the Advertising business). The certificate should be valid at least three months from the bid submission end date and should remain valid through the tenure of Selection. (Note: Application forms/Acknowledgements submitted or received during the course of MSME Certification will not suffice; the Firms will need to submit relevant certificates to prove MSME status.) |
| 8. | Experience with Government and Technology Sector Clients | Submit the certificate/work order obtained from the concerned department/ organisation. (Refer Para 3.2 (7)) |
| 9. | Should have been in business in this filed at least for last 5 years. | Copy of at least three work orders with cost of Rs. Thirty Lakhs each for the work executed directly by the agency on or before March, 2022 & supporting documents establishing in this filed at least for last 5 years. |

4 Attach the following in digital form:

- a. Five best print creative works in the last 3 years, ending FY 2021-22
- b. Five best TV commercials/short-film produced in the last 3 years ending FY 2021-22.

5 Details of at least three accounts of billing size not less than Rs.50 lakh each, handled in each of the last two years ending FY 2021-22.

| Sl. No. | Name of the Client | Sector | Type of work | Value of work |
|---------|--------------------|--------|--------------|---------------|
| | | | | |
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

6 Office locations:

| S. No. | Name of City | Address |
|--------|--------------|---------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

Signature.....

Certified By, in the capacity of.....

Duly authorised to sign Proposal for and on behalf of.....

Date.....

Place.....

Annexure III: Checklist for Submission of Response to RFP

| Description | Details | Y/N | Enclosed at Page No. |
|------------------------------|--|-----|----------------------|
| Eligibility Documents | Certificate of Registration/ Incorporation. PAN & GST Registration | | |
| | Proof of Selection with BOC | | |
| | INS Accreditation for the last three FY 2021-22, 2020-2021 & 2019-2020 | | |
| | Certified Annual Turnover of at least Rs. 2.25 Cr per year for the last 3 three years ending FY 2021-22, | | |
| | Proof of Office in Delhi/NCR as per latest INS Handbook | | |
| | Proof of past work (print, electronic, outdoor etc.) | | |
| | MSME Certificate | | |
| | Duly signed Annexure I | | |

Note: All documents including all the annexure must be properly marked and sealed. The response to RFP should be uploaded in PDF format (signed on every page by authorised signatory of the firm). Creatives (print and electronic) may be submitted at the address mentioned in Clause 1.2. In case of any discrepancy, the signed version which has been uploaded will prevail.

Signature.....

Certified By, in the capacity of.....

Duly authorised to sign Proposal for

And on behalf of.....

Date.....

Place.....

Annexure IV: Terms and Conditions of Agreement

1. The selection shall be initially for a period of 02 (Two) years during which the performance of the Selected Agency shall be reviewed periodically. UIDAI reserves the right to extend the same on yearly basis up to 02 (Two) additional years (one year at a time) based on mutual consent and periodic reviews to assess the performance during the specified duration of Selection on the same rates, terms & conditions at the discretion of UIDAI.
2. The servicing team of the Selected Agency must be physically available at UIDAI Headquarter, New Delhi as and when required by UIDAI.
3. All the work/project relating to the scope of work will be executed at discovered rates through this RFP. All other works for which rates are not discovered as part of this RFP shall be executed either at BOC rates or in case of no such rates available with BOC, the rates prescribed by a market committee duly constituted by UIDAI for the purpose of conducting market survey shall be final for that particular assignment/task.
4. The Selected Agency will have to obtain permission/license/ clearance from the concerned government/regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material or execution of any task by UIDAI. The same shall be claimed by Selected Agency as on actual basis to UIDAI.
5. UIDAI will sign a contract with the Selected Agency. After the signing of the contract, no variation or modification of the terms of the contract shall be made except by a written amendment signed by both the parties.
6. A separate work order will be given to the Selected Agency for each project. The Selected Agency shall not assign the Project to any other agencies, in whole or in part, to perform its obligation for fulfilling the Project.
7. In case of delay in execution of the assigned work by the Selected Agency, UIDAI may impose a penalty of 0.5% of the work order value per day or part thereof for such delay subject to maximum 10% of the work order value. If the delay is extended beyond the period of 2 (two) weeks then UIDAI may annul the Project and shall be free to get it done from other agencies in

market at the risk and costs of the Selected Agency. UIDAI may debar and blacklist the Selected Agency for applying in its future Selection also.

8. If any of the Services performed by the Selected Agency fails to confirm to the specifications of the assigned Project or in the event of failure of the Project due to indifference (such as inadequate interaction with UIDAI), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the Selected Agency and UIDAI decides to abort the contract because of such failure, along with forfeiture of Performance Security/PBG. This shall be without prejudice to other remedies available under law and this contract with UIDAI.
9. The Selected Agency shall at its own expense shall deposit with UIDAI, within a week of the date of notice of selection or prior to the signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee ("PBG") Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand only) from a nationalized bank or in the form of Fixed Deposit Receipt (FDR) with a lien marked to Unique Identification Authority of India, New Delhi. The PBG will be payable on demand, for the due performance and fulfilment of the contract and be valid for the entire period of the contract including any extension therein, along with an additional claim period of three months.
10. Nothing mentioned herein shall be construed as a relationship of master and servant or of principal and agent as between the 'UIDAI and Selected Agency. No partnership shall be constituted between UIDAI and the Selected Agency by virtue of this Selection nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Selection a partnership has been constituted, or that it has any such power. The Selected Agency shall be fully responsible for the Services performed by them or on their behalf.
11. The Selected Agency is expected to maintain a high level of professional ethics and will not act in any manner, which is detrimental to UIDAI's interest. The Selected Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
12. UIDAI will de-empanel the Selection if the Selected Agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of UIDAI or any personnel in contract executions.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UIDAI, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive UIDAI of the benefits of free and open competition.
- (c) "Unfair trade practices" means the supply of services different from what is ordered, or a change in the scope of work that was agreed to.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of the contract.
- (e) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the UIDAI, designed to establish prices at artificial, non-competitive levels; UIDAI will reject a Bid for the award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.
- (f) "**Conflict of interest**" means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain.
- (g) "**Obstructive practice**" means materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters

relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

13. Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time and the Courts at New Delhi will have jurisdiction over all legal disputes under this Contract.
14. In case of any dispute between the Selected Agency and UIDAI arising out of or in relation to this Agreement, the dispute shall be settled in a manner as specified in Section VI (General Terms and Conditions) of this RFP. .
15. The advertisement and marketing material (posts, marketing brochures and postal letters etc.) used by the Selected Agency shall be in accordance with the guidelines laid down by UIDAI from time to time.
16. The Selected Agency will indemnify UIDAI against any misuse of the Brand Name and Logo. For any misuse of the Brand name and logo, the Selected Agency themselves will be held responsible. UIDAI will take necessary legal actions for such cases.
17. UIDAI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the Selected Agency.
18. Without prejudice to any other right or remedy it may have, either party may terminate the Agreement at any time by giving 1 (one) month's advance notice in writing to the other party.
19. UIDAI reserves the right to withdraw/ terminate Selection in any of the following circumstances:
 - a) The Bidder becomes insolvent, bankrupt, the resolution is passed for the winding up of the applicant's organization
 - b) Information provided to UIDAI is found to be incorrect;
 - c) Selection conditions are not met within the specified time period;
 - d) Misleading claims about the Selection status are made;
 - e) Clear evidence is received that there is a breach of copyright
 - f) Any other circumstance as mentioned in Section VI of this RFP;
20. If the Selected Agency does not perform/ execute the Contract to the satisfaction of the UIDAI then the UIDAI may invoke any or all of the following clauses.

- a) Forfeit the Performance Bank Guarantee Amount; and
 - b) Terminate the contract.
21. The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes.
 22. All decisions taken by the UIDAI regarding Selection shall be final and binding on all concerned parties.
 23. The Selected Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
 24. The Selected Agency is obliged to work closely with the UIDAI's staff, act within its own authority and abide by directives issued by UIDAI.
 25. The Selected Agency will abide by the job safety measures prevalent in India and will free the UIDAI from all demands or responsibilities arising from accidents or loss of life. The Selected Agency will pay all indemnities arising from such incidents and will not hold the UIDAI responsible or obligated.
 26. Force Majeure: Neither party will be liable in respect of failure to fulfil its obligation if the said failure is entirely due to the Force Majeure. The Provisions of Force Majeure as mentioned in Section VI of this RFP.
 27. The Selected Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
 28. The Selected Agency will treat all data and information about the UIDAI, obtained in the execution of its responsibilities as confidential, in strict confidence and will not reveal such information to any other party without the prior written approval of UIDAI.
 29. UIDAI will have the right to drop the Selected Agency from the empanelled list without assigning any reason whatsoever. UIDAI also reserves the right to modify the term and conditions of Selection.
 30. The Selected Agency should be able to execute orders at short notice and even on holidays.

31. The Selected Agency should have resources with proficiency and proofreading facilities in multiple Languages as per the Eighth Schedule of the Constitution of India.
32. The selection of artwork/creative will be entirely at UIDAI's discretion. Artwork/creative once selected will be the property of UIDAI and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned Selected Agency or paying any commission/fees/royalty. The Selected Agency has to provide an original soft copy of the open file including raw files to UIDAI. The Selected Agency cannot use the concept, artwork, picture, film and jingle for other clients once UIDAI selects it.
33. UIDAI reserves the right to make necessary modifications to the selected artwork, concept, etc.
34. The Selected Agency will be responsible for the transportation of material across India if required by UIDAI.
35. UIDAI also reserves the right to empanel any other Bidder or employ any agency outside the Selected Agency, if required.
36. Apart from all the above conditions, the conditions as mentioned in Schedule VI i.e. the General Conditions of Contract and the Special conditions of contract, will also be applicable on the Selected Agency.

Annexure – V: Format for Performance Security Deposit

Weblink:

http://hbdc.uidai.gov.in/images/tenders/UIDAI_Procurement_Manual_2021_1-Nov-2021.pdf

{Kindly see the Procurement Manual of UIDAI}.

Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India (UIDAI)

UIDAI HQ Building,

Bangla Sahib Lane, Behind Kali Mandir

Gole Market, New Delhi 110001

Dear Sir,

1. In consideration of the Unique Identification Authority of India, the Government of India, on behalf of the President of India, (hereinafter referred to as the 'UIDAI' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its registered/head office at..... (hereinafter referred to as the "Selected Agency" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an Agreement by the issue of Notification of award No..... dated and the same having been acknowledged by UIDAI resulting in an Agreement, bearing No..... dated.....valued at.....for..... (scope of work under the Agreement) and UIDAI having agreed to provide a Bank Guarantee for Performance Security for the faithful performance during the tenure of Selection.

2. We..... (Name & Address of Bank Branch) having its head office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to UIDAI immediately on demand, all monies payable by the Selected Agency to the extent of INR [amount in figure and words] (hereinafter referred to as "Guarantee") as aforesaid at any time up to [date] without any demur, reservation, context, recourse or protest and/or without any reference to the Selected Agency if the Selected Agency shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents. The amount claimed may be by way of loss or damage caused to or would be caused to or suffered by UIDAI by reason of breach by the said Selected Agency of any of the terms or conditions contained in the said Agreement or by reason of the Selected Agency's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between UIDAI and the Selected Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till UIDAI discharges this guarantee.

3. The UIDAI shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of work under the Agreement by the Selected Agency. The UIDAI shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Selected Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the Client and the Selected Agency or any other course or remedy as prescribed in the UIDAI Procurement Manual or security available with the UIDAI. The Bank shall not be released of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Client or any other indulgences shown by the UIDAI or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the UIDAI at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Selected Agency and notwithstanding any security or other guarantee the UIDAI may have in relation to the Selected Agency's liabilities.

5. This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Selected Agency.

6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by UIDAI on whose behalf this guarantee has been given; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written demand by you on or before
 - d. In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2022.....at.....

WITNESS:

(Signature)

(Signature)

(Name)

(Name)

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

Annexure VI: Bid Security Declaration Form

Date:

Bid No.:

To

**Unique Identification Authority of India
Ministry of Electronics & Information Technology, Government of India
Bangla Sahib Road, Behind Kali Mandir, Gole Market,
New Delhi – 110001**

We, the undersigned, declare that:

We, M/s.....(herein referred as vendor) understand that, according to Bid clause No. 5.1, Bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Bid Security /Earnest Money Deposit Form as attached at Annexure VI of the RFP, we render the declaration that:-

We will automatically be suspended from being eligible for bidding in any tender, request for proposal or other similar invite with the Unique Identification Authority of India (herein referred as Purchaser) for the period of three years, starting on bid submission closing date, if we are in breach of any of the following obligation(s) under the Bid conditions: -

THE CONDITIONS of this obligation are:

- a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid; or
- b. If the Formats to prepare the price Bid are found to be modified by the Bidder; or
- c. In the case of a successful Bidder, if the Bidder fails:
 - i. To accept the notification of award and sign the Contract in accordance with Section I of the RFP;
 - ii. To furnish performance security in accordance with Section 5.2 – Performance Bank Guarantee (PBG) of the RFP.
 - iii. If the Bidder withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).

We understand that this declaration shall expire if we are not the successful Bidder and on receipt of the purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is later.

(Signature)

Authorised Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

Annexure VII: Technical Evaluation Criteria

Technical Evaluation:

- i. To be submitted by the Bidders strictly in the following format/order in respect of each item. All documents attached in support shall be of A4 size, serially numbered, stamped (company seal) and signed by the authorised signatory/CA as applicable and shall be spiral bound.
- ii. Marks out of 100 shall be allocated only in case the Bidders are eligible to participate as per the eligibility criteria mentioned in this tender document.
- iii. Evaluation for presentation: -

| S. No. | Bid Component | Marks | Documents |
|--------|--|-------|---|
| 1 | <p>Average annual turnover (T) during the last Three Financial Years (FY 2019-20, 2020-21 & 2021-22).</p> <p>(i) $T \geq 5$ Cr - 25 Marks</p> <p>(ii) $5 > T \geq 2.25$ Cr - 20 Marks</p> <p>(iii) At least 2.25 Cr - 15 Marks</p> | 25 | <p>Certificate from the chartered accountant.</p> <p>The turnover details must be provided as per the format given in this RFP at Annexure-XVI</p> |
| 2 | <p>Experience of the bidder in successfully executing events/ campaign with minimum monetary value of Rs. 30 Lakhs each with at least 3 Government Sector Clients and/or with at-least 3 Technology Sector Clients in the last 3 years period ending FY 2021-22 with minimum monetary value of Rs. 30 Lakhs each directly.</p> <p>(iv) More than 6 (events/ campaign - 25 Marks</p> <p>(v) 4-6 events/ campaign - 20 Marks</p> <p>(vi) At least 3 (Three) events/ campaign - 15 Marks</p> | 25 | <p>Details of the assignments as per Annexure XIII provided in this RFP including:</p> <ul style="list-style-type: none"> • Completion certificates from the Client. <p>OR</p> <p>Work order and Self-certificate of completion by the agency.</p> |
| | The Bidder should have adequatequalified professionals having relevantexperience in | | |

| | | | |
|---|--|----|--|
| 3 | organizing campaigns. Manpower Strength on roll $M \geq 50$ – 10 marks $40 > M \geq 30$ – 7 marks $30 > M \geq 20$ – 5 marks | 10 | Self-Certificate along with list signed by the HR head of bidder |
| 4 | Presentation should cover following: (i) Understanding the brief of the campaign and translating it into an overall creative strategy. (ii) Evaluation of creative approach/es in Print/TV/OOH/ Radio/ Digital media. (iii) Media Plan including Social Media (iv) Branding and PR Strategy for Aadhaar. (v) Innovation in creatives. | 40 | <ul style="list-style-type: none"> • Copy of presentation should be submitted as part of bid. • UIDAI would take the interview of the core team/SPOC event |

Note: Minimum score for a bidder to qualify for the technical evaluation is 70%.

Annexure VIII: Commercial Bid Form

Commercial Bid Form

(To be filled separately in Excel Sheet attached)

Date:

To

Unique Identification Authority of India

Dear Sir/Madam,

RE: _____ dated _____ for Request for Proposal for selection of creative agency for Unique Identification Authority of India.

With reference to your RFP for Selection and Empanelment of a Multimedia Agency, we have carefully studied its scope of work and deliverables and based on these we submit our best price for carrying out the desired scope of work:

We, M/s..... the undersigned, offer to execute the assignment, in accordance with your RFP Document.

Our best price for carrying out the abovementioned scope of work is ₹..... (in words.....) [Total Amount, excluding taxes- **to be filled by the Bidder as equal to S.No.67 below**].

The break-up is as follows:

| A | B | C | D | E |
|-------|--|--------------------|--|-----------------------|
| S. No | Particulars | Unit Rate (in Rs.) | Expected No of Units Required in next 02 years | Total (Amount in Rs.) |
| 1 | TV Commercial – 60 seconds | | 12 | |
| | Edit of 30 seconds | | 12 | |
| 2 | TV Commercial – 40 seconds with Edit of 30 seconds | | 16 | |

| | | | | |
|----|---|--|-----|--|
| | Edit of 30 seconds | | 16 | |
| 3 | TV commercial – 30 seconds with Edit of 30 seconds | | 16 | |
| | Edit of 30 seconds | | 16 | |
| 4 | Radio Spots – 60 seconds | | 16 | |
| | Edit of 30 seconds | | 16 | |
| 5 | Radio Spots – 30 seconds | | 16 | |
| | Edit of 20 seconds | | 16 | |
| 6 | Print Advertisements (Qtr. Page-25x16cm) Color | | 12 | |
| 7 | Print Advertisements (Half Page-33x25 cm) Color | | 8 | |
| 8 | Print Advertisements (Full Page-33x51 cm) Color | | 5 | |
| 9 | Poster design (514x204 mm) | | 20 | |
| 10 | Poster design (761x103 mm) | | 20 | |
| 11 | Poster design (511x586 mm) | | 20 | |
| 12 | Badge Card Design (For workshops/ Event) | | 30 | |
| 13 | Lanyard Design (For workshops/ Event) | | 30 | |
| 14 | Car Pass Design (For workshops/ Event) | | 30 | |
| 15 | Agenda Pamphlet A5 Design | | 8 | |
| 16 | Leaflet Design (3 Fold – Front & Back) (For workshops/ Event) | | 8 | |
| 17 | Brochure Design (24 Pages) (For workshops/ Event) | | 6 | |
| 18 | Folder Design (For workshops/ Event) A4 | | 8 | |
| 19 | Notepad Design with cover (For workshops/ Event) | | 8 | |
| 20 | Backdrop Design (For workshops/ Event) | | 8 | |
| 21 | Podium Design (For workshops/ Event) | | 8 | |
| 22 | Direction Panels Design/ Roll Up standy (For workshops/ Event) | | 8 | |
| 23 | Certificate Design (For workshops/ Event) | | 8 | |
| 24 | Bag Designing (For workshops/ Event) | | 8 | |
| 25 | Diary Design (For workshops/ Event) | | 8 | |
| 26 | Hoarding (3 sizes) | | 12 | |
| 27 | Bus Shelter (3 Panels) | | 2 | |
| 28 | Van Branding | | 3 | |
| 29 | Poster (24x36 in) | | 30 | |
| 30 | Standee | | 30 | |
| 31 | Leaflet Design (3 Fold Front Back) | | 8 | |
| 32 | Pamphlet Design (A4-Front & Back) | | 8 | |
| 33 | Banner (4x8 feet) | | 8 | |
| 34 | Banner (2x8 feet) | | 8 | |
| 35 | Brochure – (8 pages) | | 6 | |
| 36 | Microsite (upto16-24 pages) | | 2 | |
| 37 | Microsite (24-48 pages) | | 2 | |
| 38 | Social Media Posts – 30 posts per month (including 5 posts in JPEG, 10 animated videos) | | 600 | |
| 39 | Creatives for Digital media/news media - Gif | | 30 | |
| 40 | Animation Film 2D (30-60 seconds) | | 8 | |
| 41 | Animation Film 2D (60-180 seconds) | | 8 | |

| | | | | |
|----|---|--|-------|-----|
| 42 | Cover Page for Social Media Pages | | 36 | |
| 43 | Corporate Films/AVs/Anthem (up to 5mins) with stock footage | | 3 | |
| 44 | Corporate Films/AVs/ Anthem (5-10mins) with stock footage | | 2 | |
| 45 | Poster (12"x18") 130 gsm | | 1000 | |
| 46 | Badge Card Design with lanyard | | 12000 | |
| 47 | Car Pass Design (For workshops/ Event) | | 12000 | |
| 48 | Agenda Pamphlet A5 Design - 90 GSM | | 12000 | |
| 49 | Leaflet Design (3 Fold – Front & Back) (For workshops/ Event) - 90 GSM | | 12000 | |
| 50 | Brochure Design (24 Pages) (For workshops/ Event) A5 | | 5000 | |
| 51 | Folder Design (For workshops/ Event) A4 | | 8000 | |
| 52 | Notepad Design with cover (For workshops/ Event) - A8 | | 10000 | |
| 53 | Podium Design (4'X2.5') | | 16 | |
| 54 | Certificate Design (For workshops/ Event) | | 2000 | |
| 55 | Bag (For workshops/ Event) cloth bag | | 12000 | |
| 56 | Hoarding (3 sizes) with frame (4'x6') | | 320 | |
| 57 | Van Branding (vinyal print) | | 2000 | |
| 58 | Poster (12x18 in) - 130 gsm | | 3000 | |
| 59 | Standee (6'x2.5') | | 500 | |
| 60 | Leaflet Design (3 Fold Front Back) | | 12000 | |
| 61 | Pamphlet Design (A4-Front & Back) | | 12000 | |
| 62 | Banner (4x8 feet) - with Frame Star Flex | | 240 | |
| 63 | Brochure – (8 pages) | | 8000 | |
| 64 | Annual Report Cover with inside Design (140 pages) Hindi with 130 GSM art paper & 300 GSM art paper for cover with lamination | | 400 | |
| 65 | Annual Report Cover with inside Design (140 pages) English with 130 GSM art paper & 300 GSM art paper for cover with lamination | | 800 | |
| 66 | Sunboard Printing | | 1500 | |
| 67 | TOTAL AMOUNT | | | "X" |

Annexure IX - Organisational Profile

| S. No. | Particulars | Details |
|--------|---|---------|
| 1. | Name of Bidder | |
| 2. | Legal status of Bidder (Company, Pvt. Ltd., Ltd., LLP, etc.) | |
| 3. | Bidder's country of registration | |
| 4. | Incorporation Details (Incorporation / Registration date and number) | |
| 5. | GSTN number | |
| 6. | PAN | |
| 7. | Registered address (In country of Registration) | |
| 8 | Areas of business of the Bidder | |
| 10. | Primary Contact Person (Name, Designation, address, mobile number,email) | |
| 11. | Secondary Contact Person (Name, Designation, address, mobile number,email) | |

Annexure X - Cover Letter for Bid

(To be submitted on the letterhead of the bidder)

To

Shri Rupesh Sharma, Deputy Director (Media)

Unique Identification Authority of India

Government of India (GoI),

Behind Kali Mandir, Bangla Sahib Road,

Gole Market, New Delhi 110 001

Email: dd.media@uidai.net.in

Subject: Public Awareness Campaigns for “2 Years of UIDAI”

Dear Sir,

We, the undersigned, offer to provide services with reference to your Request for Proposal(RFP) dated <insert date> and our Proposal. We are hereby submitting our Proposal as part of this RFP requirement.

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.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, schedules, and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company agrees with terms and conditions of the tender and the procedure for bidding, evaluation, and selection.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to UIDAI are true, accurate, verifiable, and complete.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract with UIDAI.

We understand that you are not bound to accept or any bid you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name] Authorised Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

Annexure XI - Format for Financial Bid Covering Letter

(Location, Date)

To,

Shri Ved Prakash Tyagi, Deputy Director (Media)
Unique Identification Authority of India
Government of India (Gol),
Behind Kali Mandir, Bangla Sahib Road,
Gole Market, New Delhi 110 001

Subject: Public Awareness Campaign for “2Years of UIDAI”

Dear Sir,

The undersigned, on behalf of [give the name of bidder], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our financial proposal.

- a. We confirm that all the rates mentioned in our bid are in accordance with the terms as specified in this RFP. All the rates and other terms and conditions of this Bid are valid for the entire duration of the contract.
- b. We hereby confirm that we understand that all the applicable taxes shall be including in the prices mentioned in the Financial Bid.
- c. We are not submitting any assumptions or conditions with our financial proposal as it is all inclusive proposal. UIDAI reserves the right to reject our proposal in case of any discrepancy or conditions found with our proposal.
- d. We declare that our Bid Price is for the entire scope of the work as specified in the detailed terms of reference document. Our bid prices are mentioned in the submitted Financial Bid.
- e. Our Financial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal.
- f. We understand you are not bound to accept any proposal you receive. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

- g. The financial bid is enclosed herewith as per the format given in Annexure VIII Format of Financial Bid.

Annexure XII: Power of Attorney

Power of Attorney

(On Stamp Paper of relevant value)

Know all men by these presents, we____(name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for this project, in response to the < tender no > invited by the UIDAI, including signing and submission of all documents and providing information / responses to UIDAI in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ___ day of _____ 2022

For _____

(Signature)

(Name, Designation and Address)\

Accepted

(Signature)

Name, Title and Address of the Attorney)

Date:

Note:

- a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it

is so required the same should be under common seal affixed in accordance with the required procedure.

- b. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- c. In case the bid is signed by an authorised Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure XIII - Format for showcasing project experience

| | |
|---|--|
| Project Title: (Attach separate sheet for each project) | |
| Name of client: | Approximate value of services provided: |
| Client (Government/ Private): | Address of client: |
| Referrals (Client side):Name: Designation: Role in the project: Contact number: Email Id: | Name of senior team members of bidder involved in the project |
| Start Date (month / year):End Date (month / year): | Status of the assignment (successfully implemented, complemented, ongoing, under support / maintenance phase): |
| Narrative description of project: (in not more than 200 words) | |
| Description of actual services provided by your staff within the assignment: (in not more than 500 words) | |
| Relevance of assignment to current project: (in not more than 200 words) | |

Annexure XIV - Format for Non-Blacklisting Self Declaration

<<On Bidder's Letter head>>

To,

Shri Ved Prakash Tyagi, Deputy Director (Media)

Unique Identification Authority of India

Government of India (GoI),

Behind Kali Mandir, Bangla Sahib Road,

Gole Market, New Delhi 110 001

Email: dd.media@uidai.net.in

This is to certify that _____ (name of the bidder), having registered office _____ at (address of the registered office), as on date of submission of the bid, doesn't have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons.

In case our organization gets blacklisted by any Government entity, even during contract period, we will inform the same to UIDAI in writing within 15 days from the date of blacklisting. In case of concealing any such information with UIDAI, we are liable for the termination of the contract.

Signature: (Authorised Signatory) Name:

Designation: Address:

Seal:

Date:

Annexure XV - Format for Non-Disclosure Agreement

(to be submitted by successful bidder post issue of Work Order)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of _____ month _____ year (effective date) by and between UIDAI and _____ ("Company")

Whereas, Department and Company have entered into an Agreement _____ effective _____ for _____; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION"). The confidentiality obligations shall survive the termination of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:
 - a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/ users/ persons/ customers data, products and/ or services, including information transmitted in writing, orally, visually, (e.g. video terminaldisplay) or on magnetic or optical media, and including all proprietary information, customer lists, trade secrets, trade names or proposed trade names, methods and, licensed document know-how, ideas, concepts, and other intellectual property relating to the disclosing party's data, computer database, products and/ or services. Results of any tests, sample surveys, analytics, datamining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/ users/ persons/ customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
 - b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
 - c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein.
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients.
- c. Not to make or retain copy of any citizen/ users/ persons/ customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so.
- d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in oral/ printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
- f. Not to discuss with any member of public, media, press, any or any other person about the nature of contract entered between Department and Company and the nature of services to be provided by the Company to the Department.

3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.

4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:

- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
- b. After it has become generally available to the public without breach of this Agreement by Company; or

- c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information
5. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.
11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter

hereof.

12. Amendments - No amendment, modification and/ or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorised officers or representatives.

13. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

15. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

16. Survival - Both parties agree that all their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

Name:Title:

Name:Title:

WITNESSES:

1.

2.

Annexure XVI - Format for Annual Turnover

TO WHOMSOEVER IT MAY CONCERN

We may verify the books of accounts and related record of M/s _____ situated at address of the Firm/company _____ and on verification of the records, we hereby certify that average Turnover of this mentioned entity/firm during the last five (3) financial years which are as under:

| S. No. | Financial Year (FY) | Turnover (In Rs.) |
|--|---------------------|-------------------|
| 1. | 2019-20 | |
| 2. | 2020-21 | |
| 3. | 2021-22 | |
| Average Annual Turnover of last Three (3) financial years duly certified by CA. | | |

- Place:
- Date:
- Sign & seal of Chartered Accountant:

Annexure XVII - Format for CV

| S.NO. | Proposed Position | SPOC-Event Manager |
|-------|---|--------------------|
| 1. | Name | |
| 2. | Qualifications | |
| 3. | Total years of experience and relevant experience in Event Management | |
| 4. | Details of Events undertaken as mentioned below for minimum three projects in past 10 years. | |
| 5. | Event Name: Client Name: Event Value: Event Size-Participants: Event Date: Role/Work area: | |