



**UNIQUE IDENTIFICATION AUTHORITY OF  
INDIA  
UIDAI REGIONAL OFFICE MUMBAI  
GOVERNMENT OF INDIA**

**Request for Empanelment (RFE) of Advertising and Creative  
Agencies for UIDAI REGIONAL OFFICE MUMBAI**

## NOTICE INVITING RFE

### Section I

**Unique Identification Authority of India, Ministry of Electronics & Information Technology,  
Government of India, Mumbai- 400 005**

Empanelment of Advertising and Creative Agencies (Print, Audio-Visual, Social and Mass Media)

### Ref .No. -01/IEC/2018

1.1 The Unique Identification Authority of India, Regional Office Mumbai invites online proposals for multi-media campaign of UIDAI/Aadhaar project from print-media creative agencies and/or multi-media creative agencies empanelled with DAVP vide this RFE dated 05/01/2018 through CPP Portal- (<https://eprocure.gov.in>)

1.2 **Period of hiring:** Two years (effective from awarding of the contract)

1.3 **Earnest Money Deposit:** Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) refundable without interest, in the form of demand draft / Pay Order drawn in favour of "Regional Office, Mumbai, UIDAI" has to be deposited on or before end date of application submission, failing which offer will be liable for rejection. Applicants, however have to attach scanned copies of Earnest Money documents along with their e-tender. EMD will be returned to successful applicant after producing Bank Guarantee. However, the EMD of unsuccessful applicants will be returned as early as possible.

1.4 **RFE Processing Fee:** - Rs. 1000/- (Rs. One Thousand Only) in the form of demand draft / Pay Order drawn in favor of "Regional Office, Mumbai, UIDAI" payable at Mumbai, has to be deposited physically on or before end date of application submission along with EMD.

This document consists of 12 sections as mentioned below:

Particulars	Page Number
Section I. Invitation for Application	2-4
Section II. Eligibility Criteria	5
Section III. Scope of Work	6-7
Section IV. Procedure for Selection	8
Section V. Brief for presentation	9-10
Section VI. Allocation of Work	11
Section VII: General Condition for RFE & Contract for Empanelment	12-18
Section VIII: Specific Terms & Conditions	19
Section IX: Instructions for Online Application Submission	20-23
Section X: Annexure- I	24-25
Section XI: Annexure- II	26-27
Section XI: Annexure- III	28

The response to this RFE should to be submitted on or before the date/time specified as per the Schedule for RFE given at 1.7 below and at the address for communication given at Section IX Clause 9.1)

1.5. The UIDAI Regional Office Mumbai reserves the right to reject any or all the applications in whole or part, prior to signing of the agreement, without assigning any reasons, whatsoever.

1.6. This “RFE” is non-transferable under any circumstances.

**1.7. Schedule of RFE:**

RFE No. and date	01/IEC/2018 & 04/01/2018
RFE Publishing Date & Time	05.01.2018 (14:00 hrs.)
Document Download Start Date & Time	05.01.2018 (15:00 am)
Pre Application Conference Date, Time & Venue	12.01.2018 (14:00 Hrs.), Conference Hall, UIDAI Regional Office, Cuffe Parade Mumbai – 400005
Submission of Clarification, if any	15.01.2018 on or before 18:00 hrs.
Clarification / corrigendum to be uploaded on the CPPP Portal if any	17.01.2018 on or before 18:00 hrs.
Application Submission Closing Date & Time	25.01.2018 (18:00 hrs.)
Application Opening Date & Venue	29.01.2018 (16:00 hrs.), Conference Hall, UIDAI Regional Office, Cuffe Parade Mumbai – 400005
Language of Application for RFE	Should be submitted in English Only.

**1.8 Note:**

- i. All the details regarding the subject tender are available on our websites <https://uidai.gov.in> & Central Public Procurement Portal <https://eprocure.gov.in>. Any change/modification in the RFE, enquiry will be intimated through above Websites only. Applicants are therefore, requested to visit above websites regularly to keep themselves updated.
- ii. Manual applications will not be accepted.
- iii. For submission of e-applications, applicants are required to be registered themselves with [eprocure.gov.in](https://eprocure.gov.in) website along with class III or class II digital

signature certificate issued by any certifying authority recognized by CCA India (e.g. SIFY/TCS/n Code/eMudhra etc)

1.9 The interested agencies/firms who comply with the terms and conditions of this RFE may submit their application for the subject service on CPP portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) which will be e-processed by the department. The schedule of the subject e- RFE is mentioned above.

The DDG, UIDAI, R.O. Mumbai, Cuffe Parade, Mumbai 400005, reserves the right to accept or reject any or all applications without assigning any reasons thereof. In case any dispute of any kind and in any respect whatsoever, the decision of The DDG, UIDAI, R.O. Mumbai shall be final and binding.

Sumnesh Joshi

ADG, UIDAI RO Mumbai

## Section II

### Eligibility Criteria

The RFE can be responded to only by registered business entities that have their registered/Head office/branch office in Mumbai/MMRDA. No consortia shall be allowed to apply in this RFE.

2.2. The business entity must be incorporated under any of the following Acts - The Partnership Act, 1932 or the Limited Liability Partnership Act 2008 or the Companies Act 1956. Along with the General Eligibility criteria, prescribed herein, Respondent has to satisfy the following qualification criteria for being considered. Proprietorship firms need not apply.

2.3. The firm should be empanelled with DAVP either as a Print-media creative agency and/or a multi-media creative agency. Regardless of the annual turnover, any firm empanelled with DAVP either as a Print-media creative agency and/or a multi-media creative agency are eligible for participation.

2.4. The firm should have provided creative (print + electronic), design, brand management services. It should have provided social media marketing and digital marketing services consistently since past two years. Proof of the same may be included in the documents that are to be submitted (as per Annexure II ) and shown at the time of presentation.

2.5. The agency should have been empanelled by at least two Govt. Departments/ PSU minimum for last 2 years. The agency should have been involved in the creative and release of TV Commercial / Radio spot within the last 2 years.

Proof of the same may be included in the documents that are to be submitted (as per Annexure II) and sample creative work done for such clients should be showcased at the time of presentation.

2.6 The firm should have adequate personnel to handle a multi-media/multi-lingual communication campaign. The CVs of the servicing team that the firm intends to deploy for UIDAI's work needs to be submitted.

2.7 The firm should not be black listed in the last 5 years by any ministry/department/organisation under of the Government of India.

2.8 List of documents to be submitted as part of response to RFE (Refer to Annexure II)

- Covering letter on agency's letter head
- Declaration in the format given in Annexure I
- Details of Qualification criteria as given in Annexure II
- Checklist in the format given at Annexure III
- Any other supporting information that is relevant to proposal

## Section III

### Scope of Work

The empanelled agencies would focus on implementing regional level marketing strategies with targeted campaigns for different segments of the ecosystem. To fulfil this objective, the agencies will provide services related to Aadhaar's strategic marketing communication needs in the areas of brand management, multi-media creative, media planning, etc.

3.1.2. Conceptualization and creation of multi-media campaign across all media platforms:

3.1.3. TV advertisements/ radio jingles / short films / documentaries: Audio visual

IEC material, including but not limited to the following will need to be produced:

- Television commercials on various features and benefits of Aadhaar
- Short-films on key processes, achievements
- Radio jingles
- Innovative interactive programs on television or radio

3.1.4. Print/Display advertisements: The Agencies are to design print/display creatives in various languages as per the Eighth Schedule of the Constitution of India, for various media as per the requirement of the UIDAI RO MUMBAI. The list of activities would include but not be limited to the following:

- Advertisements in print media, internet portals, etc
- Information material: pamphlets, leaflets, brochures, banners, etc.
- Outdoors: posters, handouts, banners, hoarding, display panels, etc.
- IEC material for other needs such as training, seminars, workshops etc.
- Translation and adaptation of creatives in regional languages as per the requirement of UIDAI RO MUMBAI.

3.1.5. Development of other IEC (Information, Education and Communication) Material:

- Development of other IEC (Information, Education and Communication) print materials for outdoor publicity like, booklets, folders, leaflets, posters, calendars, diaries, advertisements in railway reservation tickets, electricity and gas bills, postal stationeries, etc.
- Creation of complete Aadhaar brand identity templates, kits and manuals, etc. for use across situations and by Registrars, Enrolling Agencies and other UIDAI RO MUMBAI partners.

3.1.6 Media planning: A media list comprising suitable newspapers, magazines, television channels, radio stations, etc., will be prepared keeping in view the need and relevance of advertisement message and the target audience.

3.1.7 Social media/Digital marketing: Strengthen presence on digital platform and create awareness on important internet sites/portals:

- Exploring Search Engine Optimization campaigns to drive traffic on the resident portal
- Enhance digital PR; influencer marketing campaigns to reinforce the stakeholder relationship within the entire ecosystem
- Presence of digital platforms through various communication tools- AVs, banners, mobile app engagement etc
- Engage with target audience through popular social networking platforms
- Monitor content related to UIDAI RO MUMBAI and assess impact on brand Aadhaar
- Mitigation of adverse comments / events / trends

3.1.8 The empanelled agencies will 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.

3.1.9 Any other creative work and other related work that may be assigned by the UIDAI Regional Office Mumbai from time to time.

3.1.10 Providing strategic inputs regularly for the marketing communication campaigns implemented for the UIDAI RO Mumbai at State level.

## SECTION IV

### Procedure for Selection

In order to empanel advertising and creative agencies, the UIDAI RO MUMBAI will constitute an Evaluation Committee to evaluate the submitted bids. During evaluation of proposals, UIDAI RO MUMBAI may at its discretion, ask the bidders for any clarification on their applications. The process for empanelment is as given below:

#### 4.1 Evaluation process:

4.1.1 Scrutiny of eligibility criteria mentioned in **SECTION II** for responsiveness to the RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled and all relevant papers submitted and whether the response to RFE is generally in order. The evaluation committee can seek additional information from the applicants, if needed. The response to the RFE not conforming to requirements viz. DAVP empanelment, financial turnover requirement, office location and past work record will be rejected.

For Evaluation: All firms who satisfy the eligibility criteria will be evaluated by constituted committee on three best projects undertaken in the last two years by them, (Annexure II) as per criteria given below.

Subject Matter/Criterion	Maximum Marks
(1)Based on the turnover as per audited account during FY 2015-16 & 2016-17	20
(2 )Over all concept, quality & Innovativeness Of approach for the Creative Campaigns (in print, electronic, OOH & radio) executed by agency (best 3 campaigns)	40
(3)Digital Marketing Campaigns- campaigns on social media, Search Engine Optimization Campaigns & Public Relations Campaigns by the agency (best 3 campaigns)	10
Total	70

4.1.2 Top 10 participating agencies adjudged on the basis of the above criteria will be called for the presentation. Based on presentation made by them, the agencies will be evaluated on their understanding of Aadhaar, creative approach, Media plan & strategy on scale of 30. Finally on the basis of total marks out of 100 (70+30); top FIVE agencies will be selected and empanelled for Regional Office Mumbai.



## SECTION V

### Brief for Presentation

5.1. The aim of the Media Strategy will be to position Aadhaar as the first online digital ID of the world consistent with the organization goals:

- To empower residents of India with a unique identity and a digital platform to authenticate anytime, anywhere.
- Collaborate with partners and service providers in leveraging Aadhaar to serve residents effectively, efficiently and equitably.
- Encourage innovation and provide a platform for public and private agencies to develop Aadhaar linked applications.
- Ensure availability, scalability and resilience of the technology infrastructure.

5. 2. The target groups of the media strategy will be the following:

- The leftover population at large, who are yet to enroll will be the target groups.
- Residents who have enrolled for Aadhaar will be encouraged to use Aadhaar to access services as a safe, secure and robust proof of identity.
- Central and State Government Departments and Public Sector Undertakings - The thrust of the communication to this target group would be to use Aadhaar for provision of service to individuals to increase transparency and accountability.
- UIDAI RO MUMBAI eco-system partners – The communication will reach out to Registrars, Enrolment Agencies, Operators, Verifiers, Supervisors and Document Management Service Agency, Aadhaar letter printers, the Post Office, Contact Centre employees and all other personnel directly working with the UIDAI RO MUMBAI. The effort will be to make these disparate groups take pride in participating in a nation building exercise.
- Policy makers and influencers – The aim would be to make them appreciate the transformational potential of Aadhaar.

5. 3. The UIDAI RO MUMBAI proposes to use a multimedia strategy covering print, electronic, digital, outdoor and social media following an optimal mix.

5. 4. A multilingual (Hindi, Marathi, English and Gujarati) communication package will be developed based upon spread of Aadhaar across Maharashtra, Gujarat and linguistic groups.

5.5. Media Strategy will subtly counter misdirected criticism of the UIDAI RO MUMBAI on account of various issues like security, privacy, cost to exchequer, perceived benefits and doubts on robustness of biometric technology etc.

5. 6. The achievements of the organization will also to be highlighted which include:

- 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.
- 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
- Use for Railway reservations, entry into airports, proof of identity and address for passport and other uses for Central and State Government services.

5. 7. Selection of Agency:

The agencies empaneled through this RFE will be required to sign an agreement with UIDAI, RO Mumbai accepting the terms and conditions laid down by UIDAI, RO Mumbai (including but not limited to as given under various sections and annexures of this RFE document). After signing of the agreement, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both parties.

## **SECTION VI**

### **Allocation of Work**

6.1. UIDAI RO Mumbai will provide briefs from time to time for specific assignments.

6.2. The selected agencies shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement. Being hired as an Agency through this RFE does not guarantee that the Agency shall be awarded any project / assignment during the tenure of the agreement.

6.3. UIDAI RO Mumbai reserves the right to ask the agency to re-work on the creative/script/storyboard as many times till the work is approved. The final output would also be approved by competent authority before release. The UIDAI, RO Mumbai will be the final authority for selection of creative design/scripts/storyboards.

6.4. Payment of all works, print creative/display creative/marketing collaterals/TV commercials/short-films/any other work will be based as per DAVP rates prevalent at the time of allocation of work.

6.5. In cases, where there are no DAVP rates for a particular type of work, then appropriate tendering procedure for such activity would be resorted by UIDAI, RO Mumbai.

6.6. For design and release of print advertisements such as tender notices/vacancy circulars etc., the designing the creative will be paid to the agency at DAVP rates, prevalent at the time of release.

6.7. When UIDAI, RO Mumbai chooses to get a particular creative released in newspapers through DAVP, the creative agency will be paid design charges at DAVP rates, prevalent at the time of release.

## SECTION VII

### GENERAL CONDITIONS OF RFE & CONTRACT FOR EMPANELMENT

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

#### 7.1 Nativity

The organization must be incorporated in India and should have registered business entities that have their registered/Head office/branch office in Mumbai/MMRDA. **No consortia shall be allowed to apply in this RFE.**

#### 7.2 Relationship

a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the UIDAI RO MUMBAI and the applicant. No partnership shall be constituted between UIDAI RO MUMBAI and the applicant by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

b) Neither party shall use the other parties 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.

#### 7.3 Right to rejection and Right to annulment

UIDAI RO MUMBAI reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

#### 7.4 No obligation

Empanelment with UIDAI RO MUMBAI does not guarantee that any or all applicants shall be awarded any project / assignment as a result of this empanelment.

## **7.5 Fraud and Corruption**

UIDAI RO MUMBAI requires that the applicant engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s).

7.5.1. The following terms apply in this context:

UIDAI RO MUMBAI will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by UIDAI RO MUMBAI to having 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 RO MUMBAI or any personnel in during the tenure of empanelment.

(b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UIDAI RO MUMBAI, 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 RO MUMBAI of the benefits of free and open competition.

(c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was 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 empanelment.

(e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the UIDAI RO MUMBAI, designed to establish prices at artificial, non-competitive levels. UIDAI RO MUMBAI will reject an application for award, if it determines that the applicant 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 empanelment.

## **7.6 Confidentiality**

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential

information related to the empanelment process may result in the rejection of his/her application.

#### **7.7 Governing Language**

All documents relating to agreement shall be written in English Language.

#### **7.8 Applicable Law**

Applicable Law means 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.

#### **7.9 Jurisdiction of Courts**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mumbai only.

#### **7.10 Frequency of Empanelment**

UIDAI RO MUMBAI shall empanel agencies for two years. The empanelment duration may be extended by two years (one year at a time), at the sole discretion of UIDAI RO MUMBAI on same terms & conditions.

#### **7.11 Advertising and Promotion**

The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by UIDAI RO MUMBAI from time to time

(For present guidelines please visit <http://UIDAIMUMBAI.gov.in/images/commdoc/logo%20guidelines.pdf>)

#### **7.12 Indemnity**

The applicants will indemnify UIDAI RO MUMBAI against any misuse of UIDAI RO MUMBAI Name, Brand Name - AADHAAR and Logo. For any misuse of UIDAI RO MUMBAI name and logo, the applicant themselves will be held responsible. UIDAI RO MUMBAI will take necessary legal and other actions for such cases. UIDAI RO MUMBAI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

#### **7.13 Termination / Withdrawal**

a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.

b. UIDAI RO MUMBAI reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:

- I. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
- II. Information provided to UIDAI RO MUMBAI is found to be incorrect;
- III. Empanelment conditions are not met within the specified time period;
- IV. Misleading claims about the empanelment status are made;
- V. Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;

c. If the agency does not execute the contract to the satisfaction of the UIDAI RO MUMBAI then the UIDAI RO MUMBAI may invoke any or all of the following clauses.

(i) Forfeit the Performance Guarantee Amount

(ii) Terminate the contract without any liability of UIDAI RO MUMBAI towards the empanelled agency.

#### **7.14 Only one application**

An applicant may only submit one proposal on its own. If an applicant submits more than one proposal on its own, both proposals shall be disqualified.

#### **7.15 Amendment**

At any time prior to deadline for submission of applications, UIDAI RO MUMBAI may for any reason, modify this document. The amendment document shall be notified through websites & such amendments shall be binding on all applicants.

#### **7.16 Disclaimer**

(i) This RFE is not an offer by the UIDAI RO MUMBAI, but an invitation to receive responses from eligible interested applicants as creative advertising agencies for the UIDAI RO MUMBAI. UIDAI RO MUMBAI will empanel limited applicants who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

(ii) The evaluation shall be strictly based on the information and supporting documents provided by the applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by UIDAI RO MUMBAI is not provided by applicant, UIDAI RO MUMBAI may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

#### **7.17 Binding Clause**

All decisions taken by the UIDAI RO MUMBAI Regional Office Mumbai regarding this contract shall be final and binding on all concerned parties.

#### **7.18 Agency's Integrity**

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

#### **7.19 Agency's Obligations**

a. The Agency is obliged to work closely with the UIDAI RO MUMBAI's staff, act within its own authority and abide by directives issued by the UIDAI RO MUMBAI.

b. The Agency will abide by the job safety measures prevalent in India and will free the UIDAI RO MUMBAI from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the UIDAI RO MUMBAI responsible or obligated.

c. The Agency is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanour.

d. The Agency will treat as confidential all data and information about the UIDAI RO MUMBAI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the UIDAI RO MUMBAI.



## **7.20 Penalties**

- i. In case of delay in execution of the assigned work by the agency, UIDAI RO MUMBAI may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%). If the delay is beyond 2 weeks then UIDAI RO MUMBAI may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. UIDAI RO MUMBAI may also debar and blacklist the agency for applying in future tenders/empanelment.
- ii. If any of the services performed by the agency fails to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent ( such as inadequate interaction with UIDAI RO MUMBAI), 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 consultant/agency and UIDAI RO MUMBAI decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the agency.

This shall be without prejudice to other remedies available under law and this agreement with UIDAI RO MUMBAI.

## **7.21 Arbitration**

7.21.1 In the case of dispute arising upon or in relation to or in connection with this RFE, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Service Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the DDG, UIDAI RO Mumbai. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. (b) Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (c) The decision of the majority of

arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

7.21.2 Obligations during Arbitration Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this RFE unless they otherwise agree.

**7.22 Force Majeure Clause:**

- a) Neither party shall bear responsibility for all the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as war, military operation, blockade, Acts or actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstance immediately but in any case not later than 10(Ten) days from the moment of their beginning.
- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e) If the impossibility of complete or partial performance of an obligation lasts for more than 6(six) months, either party hereto reserves the right to terminate the contract in whole or partially upon giving prior written notice of 30(thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in RFE for the services received.

## **Section VIII**

### **SPECIFIC TERMS AND CONDITIONS**

8.1 UIDAI Regional Office Mumbai will have right to drop any agency without assigning any reason whatsoever. UIDAI Regional Office Mumbai also reserves the right to modify the term and conditions for empanelment.

8.2 The advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to UIDAI RO MUMBAI's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.

8.3 The agency should be able to execute order at short notices and even on holidays.

8.4 Agency should have resources with proficiency and proof-reading facilities in all Scheduled Indian Languages

8.5 Selection of artwork will be entirely on UIDAI RO MUMBAI's discretion

8.6 Artwork/ Commercial once selected will be the property of UIDAI RO MUMBAI and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission/fees/royalty.

Agency has to provide original soft copy of open file to UIDAI RO MUMBAI. The agency cannot use the concept, artwork, for other clients once UIDAI RO MUMBAI selects it.

8.7 UIDAI RO MUMBAI reserves the right to make necessary modification to the selected artwork, concept, etc.

8.8 UIDAI RO MUMBAI reserves the right for rejection of any/all applications without assigning any reason whatsoever. All decisions taken by UIDAI RO MUMBAI would be final and no further representation in this regard will be entertained.

8.9 UIDAI RO MUMBAI also reserves the right to employ any agency outside of the list of empanelled agencies.

## SECTION IX

### **Instructions for Online Application Submission**

#### **9.1. Address for Communication:**

Shri Sumnesh Joshi

Assistant Director General

Unique Identification Authority of India

7th Floor, MTNL Exchange, G. D. Somani Road

Cuffe Parade, Mumbai- 400 005

Email: [sumnesh.joshi@uidai.net.in](mailto:sumnesh.joshi@uidai.net.in)

**9.2.** Application documents should be prepared and submitted as per the Application Preparation and Document Checklist described in **Section XI, Annexure- II** not later than the date and time specified in Section 1, clause 1.7. Application submitted after last date and time of submission will be rejected summarily.

#### **9.3 Procedure for Submission of Online Application on CPP Portal**

The applicants are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the applicants in registering on the CPP Portal, prepare their applications in accordance with the requirements and submitting their applications online on the CPP Portal. More information useful for submitting online applications on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

##### **9.3.1. Registration**

- 1) Applicants are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the applicants will be required to choose a unique username and assign a password for their accounts.

- 3) Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the applicants will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a applicant. Please note that the applicants are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 6) Applicant then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **9.4. Searching for tender documents**

- 9.4.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 9.4.2 Once the applicants have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 9.4.3 The applicants should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **9.5. Preparation of Applications**

- 9.5.1 Applicants should take into account any corrigendum published on the tender document before submitting their applications.
- 9.5.2 Please go through the tender advertisement and the RFE document carefully to understand the documents required to be submitted as part of the applications. Please note the number of covers in which the application documents have to be

submitted- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

9.5.3 Applicants, in advance, should get ready the application documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Application documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

9.5.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Applicants can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## 9.6 Submission of Application

9.6.1 Applicants should log into the site well in advance for application submission so that they can upload the bid in time i.e. on or before the application submission time. Applicants will be responsible for any delay due to other issues.

9.6.2 The applicant has to digitally sign and upload the required bid documents one by one as indicated in the RFE document. The documents supporting eligibility criteria as explained in Section 2, clause 2.1. needs to be submitted at the address for Communication given in Section , clause 8.1. before last date and time of online submission of bids.

9.6.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

9.6.4 The server time (which is displayed on the applicants’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the applications by the applications, opening of applications etc. The applicants should follow this time during application submission.

- 9.6.5 All the documents being submitted by the applicants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the application is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9.6.6 Upon the successful and timely submission of applications (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful application submission message & a application summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9.6.7 The application summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **9.7 Assistance to applicants**

- 9.7.1 Any queries relating to the RFE and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 9.7.2 Any queries relating to the process of online applications submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

**SECTION X**

**ANNEXURE I:  
DECLARATION (ON THE RESPONDENT'S LETTER HEAD)**

COVERING LETTER  
(On the Letterhead of the Participant)

To,  
(Address it to as per Clause XX.)

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

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

1. Our company/firm (Name of the entity) has been empanelled as Print-media creative agency and/or a multi-media creative agency with DAVP vide UIDAI's Letter of Empanelment No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_\_  
for a period up to dated \_\_/\_\_/\_\_\_\_\_
2. Our company/firm (Name of the entity) offers to provide our services to UIDAI for Empanelment of Multi Media Creative Agency'' as per the Scope of Work in the RFP Notification No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_\_ in accordance with the RFÉ.
3. Our company/firm (Name of the entity) agrees to abide by the terms and conditions stated in the RFE for the entire duration of empanelment.
4. Our company/firm (Name of the entity) declares that we are neither blacklisted by any Central/States'/UTs' Government nor have ever been charged with for corrupt or fraudulent practices nor have been involved in any such litigation with Government of India/States/UTs Government that would have declared us as ineligible to participate in the process of this RFE.
5. Our company/firm (Name of the entity) hereby certifies that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We also undertake that, in competing for (and, if the award is made to us, in executing) the above project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988", "Prevention of Money Laundering Act, 2002" and such other laws as may be applicable.
6. We understand that the UIDAI is not bound to accept any application received in response to this RFE.
7. We shall provide all assistance/cooperation required by UIDAI/auditing agencies appointed by it/UIDAI officials for performing their auditing and inspection functions.



We understand that our non-cooperation for the same shall be grounds for termination of this contract/agreement or our empanelment with UIDAI.

8. We or our authorized representative, if required by UIDAI RO MUMBAI, would make a presentation before the duly constituted Committee at my own cost.
9. We will abide by the decision of UIDAI RO MUMBAI regarding empanelment
10. Our correspondence details with regard to this RFE are:

No	Information	Details
1	Name and designation of the contact person	
2	Official Address of the contact person	
3	Mobile/Telephone numbers of contact person	
4	Email ID of the contact person	

We also understand that UIDAI reserves the right to allocate our volume of work, in full or part, to any other bidders for deficiency of services on our part

Yours sincerely,

Authorized Signature [In full as well as initials]: \_\_\_\_\_

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

Name of Company/Firm: \_\_\_\_\_

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

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

## SECTION XI

### ANNEXURE-II QUALIFICATION CRITERIA

- 11.1 The participating firms should qualify as per the below mentioned criteria to be eligible to participate in the bid.
- 11.2 Checklist must be adhered to and all pages should be numbered and signed by the authorized representative.
- 11.3 Authorization letter shall be attached after the Bid Covering Letter.
- 11.4 All documents submitted by the participant have been self-attested, signed and numbered

Sr. No	Description	Detail		
1	Certificate of Registration	The firm should possess and furnish certificate of registration/incorporation. It should also provide the PAN & GST registration. Submit documents in support.		
2	Empanelled with DAVP	Please submit documents confirming that the agency is empanelled with DAVP either as a Print-media creative agency and/or as multi-media creative agency		
3	Financial Turnover as per audited balance sheet duly certified by Chartered Accountant/ Statutory Auditors	<table border="1"><tr><td>FY 2015-16</td><td>FY 2016-17</td></tr></table> Submit the audited balance sheet	FY 2015-16	FY 2016-17
FY 2015-16	FY 2016-17			
4	Head office/Branch office in Mumbai /MMRDA	Submit document in support		
5	CVs of Key functionaries (excluding support & admin staff)	Submit CVs of Creative Director, Manager Client Servicing, Research & Production Person, Event Manager, etc		
6	Has the agency been	Submit a declaration duly signed by		

	blacklisted/debarred/suspended/banned from business dealings by Gol or by Ministry of Electronics & IT that is current as on the last date of filing responses to this RFE	authorised signatory		
7	Office Locations	Sr. No	State	Address
		1	Maharashtra	
		2	Gujarat	
		3	Goa	

### 11.5 CHECKLIST FOR SUBMISSION OF RESPONSE TO RFE

Description	Detail	Y/N
<b>Eligibility Documents</b>	Certificate of Registration/Incorporation. PAN & GST Registration	
	Proof of Empanelment with DAVP	
	Proof of presence in MMRDA/Mumbai	
	Dedicated team to service UIDAI Three (CVs of the team intended to be deployed)	
	<b>Proof of past creative work</b> i. Four best creatives utilised in print campaigns in the last two years ii. Showreels of two best TV commercials/radio/ short-films created in the last two years iii. Two Best Campaigns of digital marketing executed in last two years	
	A declaration stating that agency has not been blacklisted/debarred/suspended/banned from business dealings by Ministry of Electronics & IT, Gol that is current as on the last date of filing of responses to this RFE	
	Duly signed Annexure I	
<b>Processing Fee</b>	Demand Draft of Rs. 1000/- in favour of Pay & Accounts Officer, UIDAI, RO Mumbai payable in Mumbai	

Signature.....

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

Duly authorized to sign Proposal for

And on behalf of.....

Date.....Place.....

**SECTION XII**

**Annexure- III  
PROFORMA FOR SUBMITTING WRITTEN QUERIES\***

(To be sent in doc/editable format only at the e-mail address given at Section 9, Clause 9.1)

RFE No. \_\_\_\_\_ dated \_\_\_\_\_ Name of Company/Firm:

\_\_\_\_\_

<b>Sr.No</b>	<b>Pg No of RFE</b>	<b>Section</b>	<b>Clause</b>	<b>RFE Statement</b>	<b>Query</b>	<b>Response/Clarification</b>

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