



UNIQUE IDENTIFICATION AUTHORITY OF INDIA
(UIDAI)
PLANNING COMMISSION, GOVERNMENT OF INDIA

**Request for Empanelment (RFE)
for Advertising Agencies
for Regional Office, Lucknow**

AADHAAR



भारतीय विशिष्ट पहचान प्राधिकरण, क्षेत्रीय कार्यालय, लखनऊ में आधार के मल्टी-मीडिया अभियान हेतु विज्ञापन एजेंसियों को पैनलबद्ध करने हेतु निविदा आमंत्रण

निविदा सं० ए-11016 / 01 / 2010 / यू०आई०डी०ए०आई० / लखनऊ

भारतीय विशिष्ट पहचान प्राधिकरण (UIDAI) के क्षेत्रीय कार्यालय, लखनऊ जो टी०सी०/४६-व, उ०प्र० समाज कल्याण निर्माण निगम बिल्डिंग, तृतीय तल, विभूति खण्ड, गोमतीनगर, लखनऊ-226010 में स्थित है, में आधार के प्रचार-प्रसार कार्ययोजना से संबंधित वर्ष 2013-14 में समय-समय पर विज्ञापन हेतु ख्याति प्राप्त, अनुभवी एवं आर्थिक रूप से सम्पन्न विज्ञापन एजेंसियों से मुहरबंद निविदाएं (RFE) आमंत्रित की जाती हैं।

निविदा दस्तावेज (RFE) UIDAI की वेबसाइट <http://uidai.gov.in> से डाउनलोड किया जा सकता है। निविदा को भौतिक रूप से प्रस्तुत किया जाना है। ई-मेल या किसी अन्य इलेक्ट्रॉनिक माध्यम से प्राप्त निविदाओं को बिना किसी सूचना के निरस्त कर दिया जायेगा।

इच्छुक एजेंसियाँ पूर्ण निविदाएं प्रोसेसिंग शुल्क रू० 5,000/- (बैंक ड्राफ्ट के रूप में) गैर वापसी योग्य संलग्न कर उपरोक्त पते पर **01.04.2013, 15:00** बजे तक जमा कर सकते हैं। निर्धारित तिथि/समय के पश्चात् प्राप्त किसी भी निविदा पर विचार नहीं किया जायेगा।

निविदा दस्तावेज (RFE) से संबंधित प्रश्नों एवं स्पष्टीकरण हेतु सभी अनुरोधों को सहायक महानिदेशक (मु०), भारतीय विशिष्ट पहचान प्राधिकरण (UIDAI) को उपरोक्त पते पर संबोधित किया जा सकता है।



सहायक महानिदेशक (मुख्यालय)

भारत सरकार
योजना आयोग
भारतीय विशिष्ट पहचान प्राधिकरण
क्षेत्रीय कार्यालय लखनऊ



Government of India
Planning Commission
Unique Identification Authority of India (UIDAI)
Regional Office Lucknow

**REQUEST FOR EMPANELMENT (RFE) OF ADVERTISING AGENCIES FOR AADHAAR MULTI-MEDIA
CAMPAIGN FOR UIDAI, REGIONAL OFFICE, LUCKNOW**

Tender No. A-11016/01/2010/UIDAI/Lucknow

Sealed Tenders are invited from reputed, experienced and financially sound Advertising Agencies for empanelment to provide services in Advertising and Publicity of Aadhaar IEC Activities for Unique Identification Authority of India (UIDAI), Regional Office situated at **TC/46-V, UP Samaj Kalyan Nirman Nigam Ltd Building, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow – 226010**

The Tender document (RFE) may be downloaded from the website <http://uidai.gov.in>. The tender must be submitted in physical form. Tenders received by email or in any other electronic form will be rejected without any intimation.

The interested agencies may submit the tender (RFE) complete in all respects along with Processing fee of Rs. 5,000/- (in the form of bank draft) Non-refundable by **1500 Hours on 01.04.2013** at the office address of UIDAI, RO, Lucknow. Tender received after due date/time will not be entertained.

All requests for tender document and related queries and clarification may be addressed to **ADG(HQs), UIDAI, Regional Office, Lucknow** on the above mentioned address.



Assistant Director General (HQs)



Government of India
Unique Identification Authority of India
Regional Office
3rd Floor, Uttar Pradesh Samaj Kalyan Nirman Nigam Building, TC-46/ V,
Vibhuti Khand, Gomti Nagar, Lucknow- 226 010.

REQUEST FOR EMPANELMENT (RFE) OF ADVERTISING AGENCIES FOR AADHAAR MULTI-MEDIA CAMPAIGN FOR REGIONAL OFFICE, LUCKNOW

The Unique Identification Authority of India, Regional Office Lucknow invites applications in the prescribed proforma for empanelment of advertising agencies for Lucknow Regional Office for multi-media campaign of Aadhaar. **Please go through the full documents available at <http://uidai.gov.in/>.**

1. Proposal must be submitted at the UIDAI Lucknow office in one large envelope marked as 'Proposal for Advertising Agency for UIDAI Lucknow' along with the name and contact details of the firm
2. The sealed envelope should reach by **01.04.2013 before 1500 hours** addressed to
Assistant Director General (HQ)
UIDAI Regional Office
3rd Floor, Uttar Pradesh Samaj Kalyan Nirman Nigam Building,
TC-46/ V, Vibhuti Khand, Gomti Nagar, Lucknow- 226 010.
3. The application complete in all respects, should be submitted in person along with a demand draft of Rs. 5,000 (non-refundable), drawn in favour of "Sr. Accounts Officer, UIDAI, Lucknow" payable at Lucknow, as processing fee.
4. Proposals received after the due date and time will not be accepted
5. Firms may send one representative on their behalf to be present on 01.04.2013 at 1600 Hrs when the sealed envelopes are opened
6. Firms may contact **UIDAI, Regional Office, Lucknow** for any clarification on the RFE before 22.03.2013
7. The UIDAI reserves the right to reject any application without assigning any reason

Important dates:

S no.	Activity	Date
1	Last date for submission of queries on RFE	25.03.2013
2	Last date for submission of RFE	01.04.2013 at 1500 Hrs
3	Date and time for opening of RFE	01.04.2013 at 1600 Hrs

(C.S Mishra)
Assistant Director General (HQ)
Phone: 0522-2304985
Email: csmishra@uidai.gov.in

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SECTION I: BACKGROUND

Unique Identification Authority of India's Mission

The unique identification number (Aadhaar) will be a nationally valid proof of identification that will be issued by the UIDAI to all residents in the country. The number will be:

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

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

The UIDAI Regional Office of Lucknow wishes to empanel a limited number of good performing advertising agencies for the work of Information, Education, Communication (IEC) campaign and other activities of the Authority's regional office in Lucknow under the guidelines specified herein.

SECTION II: CAMPAIGN REQUIREMENTS

2.1 Purpose

Residents of India especially the underprivileged segment are largely unaware of the benefits, potential and applications of Aadhaar in their day to day life. A massive awareness campaign is required to educate people about the life after Aadhaar, in other words, people need to be educated about the benefits and applications of Aadhaar.

A project of this scale with a special focus on BPL/marginalized segment requires the creation of a well-planned and detailed multi-media communication strategy and thorough execution at the ground level that can help meet the objectives of the program. It is, therefore, imperative that consistent messages are conveyed across all communications. A brief of Aadhaar applications is as follows:

India is undergoing major change in how services are delivered to masses through use of technology driven solutions in both government and private sectors. Considering the fact that a large percentage of people in India still depend on Government benefits and services, it is imperative that a clear identification mechanism of beneficiaries is created. As we move towards a digitized service delivery scheme, there is a clear need for an online verifiable identity to ensure benefits are accurately targeted to those who deserve them. The ability to digitally establish individual unique identity and further authenticate the beneficiary during service delivery will be critical to achieve the expected result.

Aadhaar, a National Unique Identity platform, provides the necessary identity solution. A few of its roles are detailed as under:

Financial Inclusion

The Government of India's Committee on Financial Inclusion, defines financial inclusion as the process ensuring access to financial services and timely adequate credit where needed by vulnerable groups such as the weaker sections and low groups at an affordable cost.

This is integral to the inclusive growth process but financial inclusion still remains a distant dream in India.

To mitigate the lack of financial access in India, the regulator has focused on improving the reach of financial services. However, lack of a formal identity of residents and the cost of providing banking services to the poor who transact in smaller amounts, commonly referred to as micropayments, are major deterrents. Banks consider such payments unattractive since transaction costs may be too high to bear.

Aadhaar, which identifies individuals uniquely on the basis of their demographic information and biometrics will give individuals the means to clearly establish their identity to public and private agencies across the country. It will also create an opportunity to address the existing limitations in financial inclusion. Aadhaar can help poor residents easily establish their identity to banks. As a result, banks will be able to scale up their branch-less banking deployments and reach out to a wider population at lower cost.

Public Distribution System

The UIDAI recognizes that implementing the Right to Food is a priority today for the Indian government. The functioning of the PDS – the mainstay of India’s food programs – is critical to the implementation of Right to Food in India, and is the focus of this note. The number would be a platform, over which the government can build more effective PDS processes, and ensure that the program helps fulfill the broad and admirable vision of India’s proposed national food security act.

Perhaps the greatest value of Aadhaar for the PDS stems from how it can be easily integrated into the existing infrastructure. The eventual nature of an Aadhaar-linked approach in PDS would depend on the particular benefits the government hopes to gain. Using Aadhaar solely for identification would enable clear targeting of PDS beneficiaries, the inclusion of marginal groups, and expanded coverage of the poor through the elimination of fakes and duplicates. Implementing Aadhaar-based authentication across PDS would enable the government to guarantee food delivery to the poor. In addition to powerfully streamlining PDS processes, an Aadhaar-enabled MIS would make possible a more transparent, flexible system, and enable the government to fulfill the objective of food security in times of crises.

LPG delivery and subsidy

Liquefied Petroleum Gas (LPG) is an exceptional fuel. It is considered as a green fuel and has wide range of applications. The environment friendliness and usability for multiple applications coined with the arbitrage available in its pricing entice the market players to divert the product meant for domestic cooking for other applications.

Over the years, such trends of diversion have been facilitated by obtaining more than one LPG connection per household violating LPG Control Order. This is achieved through duplicate and/or fake connections.

Aadhaar is providing a unique identity to every resident of the country. Integrating the Aadhaar number of the resident by one time validation to identify the beneficiaries of subsidized LPG across the Oil Marketing Companies (OMCs) will help to clean their digitised data base, by de-duplicating the Aadhaar numbers. Weeding out duplicate and fake beneficiaries in the system will serve as a deterrent to misuse of subsidized LPG.

The online authentication service provided by Aadhaar can be incorporated in the subsidized residential LPG process to verify the genuine beneficiary at the time of delivery. This strong verification of the resident is a deterrent to divert the cylinders by the business partners and supply the same to non-genuineness without the consent of customers.

Aadhaar provides the resident an identity which can be verified across the nation. By incorporating Aadhaar in the customer KYC and using Aadhaar authentication for delivery with the centralized product movement monitoring software already in place with OMCs, there is an opportunity available for smooth portability of LPG connections across distributor's intra or inter OMC.

The integration of Aadhaar Number of the beneficiary and performing Aadhaar Authentication at the time of service delivery will enable the government to consider leveraging the Aadhaar Enabled Bank Account of the beneficiary where the subsidy amount may get directly credited for a verified residential delivery. In such a scenario LPG can be supplied at market price.

MNREGA payments

In the rural area, a recipient of welfare payment e.g. MGNREGA worker/ Old Age pensioner has to typically visit a bank branch to withdraw funds which has an associated opportunity cost which could be to the extent of the forgone daily wages because of the travel time to visit the bank branch. Availability of micro ATM in the village will save a trip to the bank, thus reducing opportunity costs and access costs significantly for the residents.

For more details and latest updates on the subjects on Financial Inclusion/Public Distribution System/LPG /MNREGA/Direct Cash Subsidy Transfer available on UIDAI website: <http://uidai.gov.in>

Briefly, the identified target groups for the campaign are as under:

2.2 Target Audience

- Residents at large

2.3 Objectives

The main objectives of Aadhaar campaign are as follows:

- **Create awareness** amongst the identified target audience about Aadhaar and its applications.
- **Educate** all the partners and residents to make them aware of the various usages and benefits, which can be derived from Aadhaar, for example Financial Inclusion/Public Distribution System/LPG /MNREGA/Cash subsidy.

2.4 Scope of Work for empanelled agencies

- 2.4.1 Will focus on States/UTs i.e Uttar Pradesh and Uttarakhand, which are within the jurisdiction of the Regional Office, Lucknow**

- 2.4.1.1** Prepare complete strategy, creatives and production for all communication channels, including but not limited to:
 - Broadcast media: television, radio, print, internet etc.
 - Information sources: pamphlets, leaflets, brochures etc.
 - Outdoors: posters, handouts, banners, hoarding, display panels etc.
 - Entertainment: Cinema, sports, endorsements
 - Inter-personal: Audio, video, telecom
 - Outreach programs: Nukad natak, direct mailer etc.
- 2.4.1.2** The campaign will be carried out in local languages for various media as per the requirement of the Regional office
- 2.4.1.3** The agency should have local language experts proficient in English and Hindi and regional languages and dialects i.e. Bhojpuri, Urdu, Garhwali and Kumauni

2.4.2 Information, Education and Communication (IEC), including but not limited to following activities

- 2.4.2.1** Conceptualization, designing, scripting and production of Information, Education and Communication (IEC) materials
 - TV commercials/radio jingle
 - Print advertisement of different sizes and languages
 - Short films/documentaries
 - Training materials
 - Interactive shows
 - Internet Advertising
 - Other mass media at regional level
- 2.4.2.2** Developing, production and release of creative for print media advertisements (design, lay out, copy writing and colour scheme)
 - Digital Media
 - Gazette Notification
 - Recruitment and Empanelment
 - Announcement Advertising
 - Adaptation of creative in regional languages according to regional cultural background
 - Translation of printed creatives in regional languages
- 2.4.2.3** Developing & production of other regional IEC print materials for outdoor publicity like brochures, booklets, folders, leaflets, posters, calendars, advertisements in railway reservation tickets, electricity and gas bills, postal stationeries etc.
 - Cover design and text layout for printed publicity
 - Adaptation of the creative as per local requirements e.g. hoardings, posters, banners, leaflets

- 2.4.2.4** Conceptualize, design and production of outdoor material for IEC activities like hoardings, bus/train panels, bus shelters, mobile van, illuminated signage, wall paintings, display panels, other exhibition materials etc.
 - Adaptation of creatives for outdoor publicity and exhibition.
 - Posters, leaflets, banners, bus panels, hoardings, railways stands and other media (SMS, electricity bills, direct mailers, danglers)
- 2.4.2.5** Conceptualize and design IEC materials for dissemination of information through innovative mediums like web pages, internet, mobile telephone and for interpersonal communication
- 2.4.2.6** Creation of backdrops and other publicity materials for events, press briefings/conferences, interviews etc.
- 2.4.2.7** Designing communication materials for Aadhaar events, conferences and exhibitions

2.5 Other Information

- 2.5.1** The servicing team of the agency must be available to UIDAI Regional office, Lucknow within the shortest time as and when required by UIDAI
- 2.5.2** All advertisements will be released at DAVP/Doordarshan/AIR rates or State Government rates whichever is lower and applicable
- 2.5.3** The empanelment shall be initially for one year from the date of empanelment. UIDAI Lucknow reserves the right to extend the same based on periodic reviews to assess the performance during the specified duration of empanelment
- 2.5.4** The empanelled agencies should have required permission/license/clearance from the concerned authorities specified by UIDAI Lucknow prior to releasing any publicity material.

SECTION III: ELIGIBILITY CRITERIA

3.1 General Eligibility

The invitation to respond to the RFE is open to registered business entities that have their registered/Head office/branch office in any of the states/UTs mentioned in 2.4.1 as per INS book. **No consortium shall be allowed to apply/participate.**

The business entity must be incorporated or registered under any of the following Acts - the Indian Companies Act, 1956 or The Partnership Act, 1932 and the Registration of Societies Act. Along with the General Eligibility criteria, Respondent has to satisfy the following qualification criteria for empanelment.

3.2 Qualification Criteria*

Criteria	Minimum qualification
Accreditation The firm/company should have INS Accreditation	For last 5 years
Financial Turnover Annual turnover in each of the last 3 financial years	Rs. 5 crore per annum
Office Registered/Head office/Branch office basis on INS handbook	The agency should necessarily have at least one well-established office in Lucknow with relevant staff (including creative team)
Past Work Agency should be an empanelled agency with Govt / PSUs	a) The agency should have been empanelled by at least one Govt./PSU account within the last 2 years b) The agency should have been involved in the creative and release of TV Commercial / Radio spot within the last 2 years
Personnel Should have adequate personnel to handle a multi-media campaign. Submit CVs of the project team intended to be deployed	Minimum score of 6 on the scale of 1 to 10 (10 being the maximum) and the staff associated with the UIDAI work should have sufficient exposure and experience to handle such work.
Translation ability One sample work done in past 2 years: in multiple languages relevant to the RO	Minimum score of 6 on the scale of 1 to 10 (10 being the maximum)
Should not be blacklisted in the last 5 years by any Central /State Government / Public Sector Undertaking	A Declaration stating that is required signed by authorised signatory of the agency

***Please refer Annexure II for details**

However, in case the bidder is Company registered under the Companies Act, 1956, it shall

be permitted to rely upon the financial strength and experience of its parent company for the purpose of meeting the qualification criteria set out in **para 3.2 above**. In such a case, the parent company shall have to give a written undertaking, in the form of a letter on the parent company's letter head and duly signed by authorized signatory, that it would bear all financial or contractual liabilities of the subsidiary company with regards to this enquiry and that its technical capabilities/ resources would be available to the subsidiary company as and when required by UIDAI Lucknow.

3.3 Instructions to Applicants

3.3.1 List of documents to be submitted as part of Proposal

- 1 Covering letter on company's letter head
- 2 Declaration in the format given in **Annexure I**
- 3 Checklist in the format given at **Annexure II**
- 4 Any other supporting information that is relevant to proposal

All documents must be properly marked. The proposal should be submitted in one hard copy marked as original and one soft copy on a CD.

3.4 Important Dates:

S no.	Activity	Date
1	Last date for submission of queries on RFE	25.03.2013
2	Last date for submission of RFE	01.04.2013 at 1500 Hrs
3	Date and time for opening of RFE	01.04.2013 at 1600 hrs

Note: UIDAI Lucknow reserves the right to accept or reject any or all of the responses to RFE without assigning any reason. UIDAI Lucknow takes no responsibility for delay, loss, or non-receipt of RFE.

SECTION IV- EMPANELMENT PROCEDURE

In order to empanel advertising agencies, the regional office, Lucknow will constitute an Evaluation Committee to evaluate the proposals submitted for detailed scrutiny. During evaluation of proposals, UIDAI, may, at its discretion, ask the bidders for clarification on their applications. The process for empanelment is as given below-

4.1 Evaluation process:

Scrutiny of eligibility criteria 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 RFE is generally in order. RFE not conforming to such requirements will be prima facie rejected. For evaluation, scoring methodology will be followed basis on the criteria mentioned in para 3.2. The evaluation committee can seek additional information from the applicants. The agencies meeting all the eligibility criteria will be empanelled as decided by the committee.

4.2 Award for Empanelment

UIDAI, RO, Lucknow will sign an empanelment contract agreement with the agencies finalized for empanelment after the due process is completed. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

4.3 Allocation of Work

The UIDAI, RO, Lucknow will invite limited bids from empanelled agencies for specific projects. The selection of agencies for these projects will happen on the basis of L1. The selected agency shall not assign the project to any other agencies, in whole or in part, to perform its obligation under the project contract. **Empanelment does not guarantee allocation of work.**

SECTION V: GENERAL CONDITIONS

5.1 Processing Fee

The application complete in all respects, should be submitted along with a demand draft of Rs. 5,000 (non-refundable), drawn in favour of “Sr. Accounts Officer, UIDAI, Lucknow” payable at UIDAI, Lucknow Office as processing fee.

5.2 Performance Assessment

During execution of the assigned work, a penalty of 1% of the project contract value per week (subject to maximum of 20%) may be imposed by UIDAI Lucknow, in case following problems are found

- Agency does not respond to the UIDAI communication related to IEC and other relevant issues
- Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- Delays in deliverables
- Not assigning adequate resources in time
- Not engaging resources on a dedicated basis, even when required
- Assigning resources that do not meet UIDAI’s requirements
- Inadequate interaction with the UIDAI

If the delay is beyond 10 weeks then UIDAI Lucknow may annul the project contract and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. UIDAI Lucknow may debar the Agencies for applying in its future empanelment also.

5.3 Liquidated Damages

If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent, negligent, non-supportive attitude of the Consultant/ Agencies and UIDAI Lucknow decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered as liquidated damages from the Agencies. Besides, all the payments already done for such service shall also be recovered. This shall be without prejudice to other remedies available under law and this contract to UIDAI Lucknow.

5.4 Performance Bank Guarantee (PBG)

The successful empanelled agency shall at his own expense deposit with UIDAI, within a week of the date of notice of empanelment or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs.2 lakhs from a nationalized bank acceptable to UIDAI payable on demand, for the due performance and fulfilment of the contract, valid beyond three months of the period of empanelment.

SECTION VI: GENERAL TERMS AND CONDITIONS OF CONTRACT

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

6.1 Nativity

The organization must be registered in India.

6.2 Relationship

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'UIDAI and 'the applicant. No partnership shall be constituted between UIDAI and the applicant by virtue of this Empanelment 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 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.

6.3 Right to accept the application

UIDAI reserves the right to accept or 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.

6.4 No obligation

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

6.5 Fraud and Corruption

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

UIDAI will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by UIDAI 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 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 (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 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 in the execution of contract.
- (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the UIDAI, designed to establish prices at artificial, non competitive levels;

UIDAI 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 the contract in question.

6.6 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 process may result in the rejection of his application.

6.7 Governing Language

All contracts and documents shall be written in English Language.

6.8 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.

6.9 Legal Jurisdiction

The interpretation validity, and performance of this document, shall be governed in all respects in accordance with the Indian Laws. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Lucknow only.

6.10 Frequency of Empanelment Process

UIDAI shall empanel agencies for a year. The empanelment duration may be extended by another year if the UIDAI is satisfied with the services provided by the agencies.

6.11 Advertising and Promotion

The advertisement and marketing material (posts, marketing brochure content on the website, emails and postal letters etc.) used by the empanelled agencies shall be in accordance with the guidelines laid down by UIDAI.

6.12 Indemnity

The applicants will indemnify UIDAI against any misuse of UIDAI Name, Brand Name - AADHAAR and Logo. For any misuse of UIDAI name and logo, the applicant themselves will be held responsible. UIDAI will take necessary 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 applicant.

6.13 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 reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - o Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - o Information provided to UIDAI is found to be incorrect;
 - o Empanelment conditions are not met within the specified time period;
 - o Misleading claims about the empanelment status are made;
 - o Clear evidence is received that empanelled are in breach of copyright;
- c. If the agency does not execute the contract to the satisfaction of the UIDAI then the UIDAI may invoke any or all of the following clauses.
 - o Forfeit the Performance Guarantee Amount or
 - o Terminate the contract.

6.14 Only one application

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

6.15 Amendment

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

6.16 Disqualification

UIDAI may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- o Submitted the application after the response deadline;
- o Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- o 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 three years;
- o Submitted an application that is not accompanied by required documentation or is non-responsive;

- Failed to provide clarifications related thereto, when sought;
- Submitted more than one application on its own;
- Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- Should not be in litigation with any Government in India;

6.17 Disclaimer

- This Request for Empanelment (RFE) is not an offer by the UIDAI, but an invitation to receive responses from eligible interested applicants for empanelment as advertising agencies for the UIDAI. UIDAI will empanel such applicants who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from the RFE process.
- The RFE 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 is not provided by applicant, UIDAI shall 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.

6.18 Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties except service Tax, as applicable up to the completion of job. Service Tax will be reimbursed on actual on production of documents.

6.19 Binding Clause

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

6.20 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.

6.21 Agency's Obligations

- a. The Agency is obliged to work closely with the UIDAI's staff, act within its own authority and abide by directives issued by the UIDAI.
- b. The 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 cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the UIDAI responsible or obligated.
- c. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour.
- d. The Agency will treat as confidential all data and information about the UIDAI, 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.

SECTION VII: SPECIFIC TERMS AND CONDITIONS

- 7.1 UIDAI Regional Office, Lucknow will have right to drop any agency from the empanelled list without assigning any reason whatsoever. UIDAI Regional Office, Lucknow also reserves the right to modify the term and conditions for empanelled agencies.
- 7.2 The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to interest of UIDAI Regional Office, Lucknow. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- 7.3 The agency should be able to execute order at short notices and even on holidays.
- 7.4 Agency should have resources with proficiency and proof-reading facilities in all languages mentioned in para 2.4.1.3
- 7.5 For selection of artwork for print media or for preparation of a product for TV, UIDAI Regional Office, Lucknow will invite concepts from all empanelled agencies and release order will be given to the agency whose design/concept is approved. Artwork submitted for evaluation will not be returned.
- 7.6 Selection of artwork will be entirely on UIDAI Regional Office, Lucknow discretion and UIDAI will not pay charges for submission of artwork or preparation of commercial to any agency.
- 7.7 Artwork/ Commercial once selected will be the property of UIDAI Regional Office, Lucknow 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. Agency has to provide original soft copy of open file to UIDAI Regional Office, Lucknow. The agency can't use the concept, artwork, picture, film and jingle for other clients once UIDAI Regional Office, Lucknow selects it.
- 7.8 UIDAI Regional Office, Lucknow reserves the right to make necessary modification to the selected artwork, concept, film etc.
- 7.9 Agency will be responsible for transportation of material across locations in the states mentioned in para 2.4.1.
- 7.10 Applications received after due date & time or without necessary documents will be rejected.
- 7.11 UIDAI Regional Office, Lucknow reserves the right for rejection of any/all applications or has empanelment done otherwise without assigning any reason whatsoever. All decisions taken by UIDAI Regional Office, Lucknow would be final and no further representation in this regard will be entertained.
- 7.12 UIDAI Regional Office, Lucknow also reserves the right to employ any outside agency.

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

DECLARATION

- i. 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 empanelment.
- ii. I permit UIDAI Regional office Lucknow to inspect my records to ascertain the above facts.
- iii. I permit UIDAI Regional office Lucknow to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by UIDAI Regional office Lucknow, would make a presentation before Empanelment Committee at my own cost.
- v. I will abide by the decision of UIDAI Regional office Lucknow regarding empanelment.

SIGNATURE

Full name and designation:

Date:

(Seal of organisation)

ANNEXURE II: Qualification Criteria

S No.	Description	Detail		
1	INS accreditation number:	Submit document in support		
2	Financial Turnover as per audited balance sheet duly certified by Chartered Accountant/Statutory Auditors	FY 2009-10	FY 2010-11	FY 2011-12*
		Submit the audited balance sheet (*incase the audited balance sheet not available for FY 2011-12, the empanelled agency is required to submit the same within the two months of the empanelment)		
3	Head office/Branch office basis on INS handbook	Submit document in support (INS letter etc.) of at least one office in any of the states/UT under the jurisdiction of Regional Office mentioned in para 2.4.1		
4	CVs of Key functionaries. Language skills must be highlighted (excluding support & admin. Staff)	Team Leader/Strategic Planner, Creative Director, Manager Client Servicing, Research, Production, language expert & final Delivery, Event Manager, Others		
5	One sample work done in past 2 years in multiple languages relevant to the RO	Submit the relevant case study in any format including all the languages the creative was translated into.		
6	Has the agency been blacklisted in the last 5 years by any Central /State Government / Public Sector Undertaking	Submit the declaration duly signed by authorised signatory of the agency		

ANNEXURE II: contd...

7. Three best projects in last 2 years preferably in social sector/Government projects

S No.	Name of the Client *	Sector	Year	Value of work
1				
2				
3				

including the final creatives, images, photographs etc.

(Please submit the relevant case study in any format)

8. Office locations

	Metro City & Other Tier cities	Address
1		
2		
3		
4		

Signature.....

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

Duly authorized to sign Proposal for

And on behalf of.....

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

ANNEXURE III: CHECKLIST

Description	Detail	Y/N
Eligibility	INS Accreditation	
Documents	Certified Annual Turnover over Rs. 5 Crores per year for last 3 three years	
	Proof of Presence in any of the states under the jurisdiction of the regional office, Lucknow	
	Project team to service UIDAI, Regional office Lucknow	
	Proof of experience in Govt./PSU/social sector etc in the last 2 years	
	Proof of experience of work done in past 2 years in multiple languages relevant to the RO Lucknow	
	Has the agency been blacklisted in the last 5 years by any Central /State Government / Public Sector Undertaking	

Note:

All documents must be submitted, properly marked and sealed. In case of dispute, content submitted in the proposal submitted as 'Original' shall be binding.

Signature.....

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

Duly authorized to sign Proposal for

And on behalf of.....

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