



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

Request for Empanelment (RFE)
as Advertising and Creative
Agencies
for UIDAI HQ, New Delhi

AADHAAR



Government of India
Unique Identification Authority of India
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi 110001

REQUEST FOR EMPANELMENT (RFE) AS ADVERTISING AND CREATIVE AGENCY FOR AADHAAR MULTI-MEDIA CAMPAIGN

The Unique Identification Authority of India, Headquarter, New Delhi on behalf of the President of India, invites applications in the prescribed proforma for empanelment as advertising and creative agency (hereinafter referred to as "Agency") for Headquarter, New Delhi for multi-media campaign of Aadhaar. **Please go through the full document available at <http://uidai.gov.in/>.**

1. Proposal must be submitted at the UIDAI Headquarters, New Delhi office in one sealed envelope marked as 'Proposal for Empanelling as Advertising and Creative Agency for UIDAI Headquarter, New Delhi' containing the 'Technical bid' along with the documents that are required to be submitted as explained in 3.3.1 of the RFE document and Annexure I, II and III of the RFE. The name and contact details of the firm should be on all the envelopes. **The processing fee must be submitted with the Technical bid.**
2. The agency will be selected as per the evaluation mechanism of this RFE.
3. The sealed envelope should reach by April 4, 2014 before 1500 hours addressed to
ADG (Media)
Unique Identification Authority of India (UIDAI)
2nd Floor, Tower I, Jeevan Bharati Building
Connaught Circus
New Delhi 110001
4. The Technical bid must contain Demand Draft(s) of Rs.1000/- as processing fee, drawn in favour of 'PAO, UIDAI, New Delhi' payable at New Delhi as processing fee, failing which the bids shall be declared as non-responsive and rejected.
5. Firms may send one representative on their behalf to be present on April 7, 2014 at 15.00 A.M. when the sealed envelope covers for technical bid are opened.
6. Firms may contact ADG (Media) at Unique Identification Authority of India (UIDAI), 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001, for any clarification on the RFE before March 24, 2014
7. UIDAI reserves the right to reject any or all of the responses to this RFE without assigning any reason. UIDAI takes no responsibility for delay, loss or non-receipt of response to RFE.
8. **On the basis of scores given by the committee, it is envisaged to engage eight firms for the services as per scope of work listed under "2.4" of this RFE.**

Important dates:

S No.	Activity	Date
1	Last date for submission of queries	March 24, 2014
2	Last date for submission of response to RFE	April 4, 2014 by 1500 hours
3	Date and time for opening of technical bid envelope covers	April 7, 2014 at 1500 hours

Assistant Director General (Media)

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SECTION I: BACKGROUND

Unique Identification Authority of India's Mission

The Unique identification number (Aadhaar) is issued by the UIDAI to all residents in the country. The number is:

- 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 is done through registrars across the country that the Authority has partnered 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.

UIDAI Headquarters intends to empanel a limited number of reputed advertising agencies for the work of Information, Education, Communication (IEC) campaign and other activities at the national level under the guidelines specified herein.

SECTION II: CAMPAIGN REQUIREMENT

2.1 Purpose

Although Aadhaar enrolments are progressing at a satisfactory pace, across the country, there is still a great need to communicate to Residents of India especially the underprivileged segment about the benefits of Aadhaar and the role it can play in their day to day life. A massive awareness campaign is required to educate people about the Aadhaar enrolment process and the benefits 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 on pan-India basis that can help meet the objectives of the program. It is therefore imperative that consistent messages are conveyed across all communication media.

2.2 Target Audience

- Residents at large
- State Governments/Registrars
- Enrolling agencies/other stakeholders

2.3 Objectives

The main objectives of Aadhaar campaign are as follows:

- **Create awareness** amongst the identified target audience about Aadhaar
- **Educate** all the partners and residents to make them aware of the various usages and benefits, which can be derived from Aadhaar

2.4 Scope of Work for agencies

2.4.1 Will focus on implementing a national level communication strategy to ensure the specified target audience understands Aadhaar, its enrolment process, benefits of having an Aadhaar and the various Aadhaar based applications.

2.4.1.1 The Agency is expected to design creatives in multiple languages as per Eighth schedule of the Constitution of India, for various media as per the requirement of the UIDAI Headquarters

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

- 2.4.2.1** Conceptualization, designing and scripting of Information, Education and Communication (IEC) materials
- Print media: Newspapers, magazines
 - Various internet portals/websites of other organizations.
 - Information material: pamphlets, leaflets, brochures, etc.

- Outdoors: posters, handouts, banners, hoarding, display panels etc.
- Training material
- Other mass communication materials
- Digital media

2.4.2.2 Development of creatives for print media advertisements (design, layout, copy writing and colour scheme)

- Recruitment and empanelment
- Notifications and Tender Notices advertising
- Adaptation of creatives in regional languages according to cultural background
- Translation of printed creatives in regional languages

2.4.2.3 Development of other IEC print materials for outdoor publicity like, booklets, folders, leaflets, posters, calendars, diaries, 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
- Creation of complete Aadhaar brand identity templates, kits and manuals for use across situations and by Registrars, Enrolling Agencies and other UIDAI partners

2.4.2.4 Conceptualization and design 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.
- Banners, bus panels, hoardings, railways stands and other media

2.4.2.5 Conceptualization and design of IEC materials for dissemination of information through innovative mediums like social media, mobile telephone and other modes of interpersonal communication

2.4.2.6 Creation of backdrop, standees, and other publicity materials for events, press briefings/conferences, exhibitions, interviews etc.

2.4.3 Provide professional services for publication of RFEs, NITs of UIDAI and advertisements in all leading National/ Regional Newspapers.

- 2.4.3.1 A media list comprising the suitable newspapers, magazines will be prepared keeping in view the need and relevance of advertisement message and the target readers.

2.5 Other Information

- 2.5.1** The client servicing team of the agency must be available to UIDAI Headquarter, New Delhi as and when required by UIDAI.

- 2.5.2** The production of IEC material and release of advertisements for works listed in 2.4.2 and 2.4.3 will be at DAVP rates, applicable on the date of delivery/release.
- 2.5.3** The empanelment shall be initially for one year from the date of accepting the terms and conditions (as given under Annexure IV) by the empanelled agencies. UIDAI reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. UIDAI shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
- 2.5.4** The empanelled agencies will be required to obtain permission/license/clearance from the concerned regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material.

SECTION III: ELIGIBILITY CRITERIA

3.1 General Eligibility

The RFE can be responded to only by registered business entities that have their registered/Head office/branch office in Delhi/NCR as per INS book 2012-2013. **No consortia/joint ventures shall be allowed to apply for empanelment.**

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 empanelment.

3.2 Qualification Criteria*

Criteria	Minimum requirement at the time of filing response to RFE
Certificate of Registration	The firm should possess and furnish proofs for certificate of registration/incorporation. It should also provide the PAN & Service Tax registration.
INS Accreditation The firm/company should have INS Accreditation	For last five years ending FY 2013-14
Financial Turnover Annual turnover in each of the last 3 financial years	Rs.20 crores per annum ending FY 2012-13
maOffice location Registered/Head office/Branch office basis the INS handbook	Fully operational branch/head office in Delhi/NCR as per INS handbook 2012-13
Past Work	5 best projects undertaken in last 2 years ending FY 2013-14, preferably in social sector/Government projects
Credentials of Client Servicing Team	Should have adequate personnel to handle a multi-media/multi-lingual campaign. Submit CVs of the team intended to be deployed
Should not be blacklisted/debarred/suspended/banned from business dealings by Ministry of Planning (Planning Commission), GoI or by Ministry of Commerce, GoI that is current as on the last date of filing of responses to this RFE	A Declaration stating to this effect is required to be signed by authorised signatory of the agency

***Please refer Annexure II for details**

3.3 Instructions to Applicants

3.3.1 List of documents to be submitted as part of response to RFE

- 1 Covering letter on agency's letter head
- 2 Creative design for purpose of technical evaluation
- 3 Declaration in the format given in **Annexure I**
- 4 Details of Qualification criteria as given in **Annexure II**
- 5 Checklist in the format given at **Annexure III**
- 6 Any other supporting information that is relevant to proposal

All documents must be properly marked. The response to RFE should be submitted in one hard copy (signed on every page) and one soft copy on a CD. In case of any discrepancy, the signed hard copy version will prevail.

3.4 Disqualification

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

- (i) Submitted the application after the response deadline;
- (ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (iii) 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;
- (iv) Submitted an application that is not accompanied by required documentation or is non-responsive;
- (v) Failed to provide clarifications related thereto, when sought;
- (vi) Submitted more than one application on its own;
- (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- (viii) Is in litigation with Government of India;

3.5 Important Dates:

S No.	Activity	Date
1	Last date for submission of queries	March 24, 2014
2	Last date for submission of RFE	April 4, 2014 by 1500 hours
3	Date and time for opening of RFE	April 7, 2014 at 1500 hours

SECTION IV- EVALUATION AND EMPANELMENT PROCEDURE

In order to empanel advertising and creative agencies, the UIDAI Headquarter 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 mentioned in 3.2 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. INS accreditation as per INS handbook 2012-13, financial turnover requirement, office location and past work record will be rejected.

4.1.1 The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.

4.1.2. **Technical Evaluation:** The technical evaluation will be done on the basis of sample creatives and strategy document. The sample creative are to be produced by the agency as per the creative brief given by UIDAI for a particular **Scenario (as given in '4.1.4' below)**. The agency is expected to submit sample designs for the following (as given in table below, both hard and soft copies). Each of the creative type has been allocated a particular marks, based on which the final technical score will be calculated.

4.1.3. The qualifying score will be 70 marks out of 100. Firms who qualify in the technical evaluation will be ranked on the basis of merit and the first eight firms will be selected for empanelment as explained under 4.2.

S.No	Type	Marks
i.	Communication strategy for Aadhaar. This document should lay out the IEC strategy for Aadhaar, considering that over 60 crore enrolments have been completed and various Aadhaar based applications need to be popularised*. (Not more than 4 pages, A4 size)	30
ii.	Newspaper advertisement on Aadhaar: (A4 size)	70

* For information on various Aadhaar applications, please visit www.uidai.gov.in

Note: Maximum of 2 submissions for S.No ii of above table, in English and Hindi.

4.1.4. Scenario for purpose of developing sample creatives:

Aadhaar is open to all age groups of residents and is completely free of cost. The benefits of having the unique identification number, Aadhaar, are manifold. We need to educate residents especially children below 14 years that they need to enrol for Aadhaar as it can help in getting benefits of various welfare schemes that are aimed at children/ school students etc.

Enrolment in this particular category is still not satisfactory and hence parents need to be educated that children too need to be enrolled for Aadhaar.

The fact that enrolment for Aadhaar is free of cost needs to be emphasised as well.

Supplementary information like locating an enrolment centre can also be provided. (This information is available on www.uidai.gov.in).

4.2 Empanelment

4.2.1 Agencies shortlisted for empanelment will be required to sign an agreement with UIDAI, accepting the terms and conditions laid down by UIDAI (as given under Annexure IV). 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.

4.3 Allocation of Work

The UIDAI Headquarter will give a brief to the agencies and invite creatives from the empanelled agencies for specific assignments. UIDAI reserves the right to award the work to any of the eight agencies, based on the merit of their creative designs. The selection of work will be through a duly constituted committee. The Chairman and Director General will be the final nodal authorities for selection of creative design.

The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement. **Mere empanelment with UIDAI does not guarantee allocation of work.**

4.3.1 When UIDAI chooses to get a particular creative released in newspapers through the creative agency, then the release of advertisement will be executed by the agency whose creative is selected at DAVP rates and no separate costs for designing the creative will be paid.

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

4.3.3 In cases, where there are no DAVP rates for a particular type of work, then a limited tender will be floated amongst the empanelled agencies for execution of such work.

4.3.4 For design and release of advertisements as listed under 2.4.3, such as tender notices/vacancy circulars etc., work will be allotted equally amongst the agencies on a rotational basis, based on the monetary value 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.1,000 (non-refundable), drawn in favour of 'PAO, UIDAI, New Delhi' payable at New Delhi as processing fee.

5.2 Penalties

5.2.1 In case of delay in execution of the assigned work by the agency, UIDAI may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%). may be imposed by UIDAI. If the delay is beyond 2 weeks then UIDAI 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 may debar and blacklist the Agencies for applying in its future empanelment also.

5.2.2 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 (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 Consultant/Agencies and UIDAI 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 Agencies. This shall be without prejudice to other remedies available under law and this agreement with UIDAI.

5.3 Performance Bank Guarantee (PBG)

The successful agencies shall at its own expense deposit with UIDAI, within a week of the date of notice of empanelment or prior to signing of the agreement whichever is earlier, **an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs.4.5 lakhs from a nationalized bank or in the form of Fixed Deposit Receipt (FDR) with lien marked to Pay & Accounts Officer, UIDAI, New Delhi.** The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months of the period of empanelment.

SECTION VI: GENERAL TERMS AND CONDITIONS OF AGREEMENT

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 incorporated in India as per details given under 3.1.

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 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.

6.3 Right to rejection and Right to annulment

UIDAI 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.

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 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 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 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, 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 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, 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 any assigned project during the empanelment.

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

6.7 Governing Language

All documents relating to agreement 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 Jurisdiction of Courts

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

6.10 Frequency of Empanelment

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

6.11 Advertising and Promotion

The advertisement and marketing material (posts, marketing brochure and postal letters etc.) used by the agencies 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>)

6.12 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 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 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:
 - i Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - ii Information provided to UIDAI 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 then the UIDAI may invoke any or all of the following clauses.
 - (i) Forfeit the Performance Guarantee Amount
 - (ii) Terminate the contract without any liability of UIDAI towards the empanelled agency.

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, both 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 Disclaimer

- (i) This RFE is not an offer by the UIDAI, but an invitation to receive responses from eligible interested applicants as creative advertising agencies for the UIDAI. UIDAI 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 is not provided by applicant, UIDAI 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.

6.17 Binding Clause

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

6.18 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.

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

7.2 The advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to UIDAI's interest. 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 Scheduled Indian Languages

7.5 Selection of artwork will be entirely on 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 concerned advertising agencies or paying any commission/fees/royalty. Agency has to provide original soft copy of open file to UIDAI. The agency cannot use the concept, artwork, for other clients once UIDAI selects it.

7.7 UIDAI reserves the right to make necessary modification to the selected artwork, concept, etc.

7.8 UIDAI reserves the right for rejection of any/all applications 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 agency outside of the list of empanelled agencies.

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 to inspect my records to ascertain the above facts.
- iii. I permit UIDAI to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by UIDAI, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of UIDAI regarding empanelment.
- vi. I have read & understood the RFE and agree to all the terms & conditions stated therein.

SIGNATURE

Full name and designation:

Date:

(Seal of organisation)

ANNEXURE II: Qualification Criteria

S No.	Description	Detail		
1	Certificate of Registration	The firm should possess and furnish certificate of registration/incorporation. It should also provide the PAN & Service Tax registration. Submit documents in support.		
2	INS Accreditation	Please submit document INS accreditation since last five years (ending FY 2013-14)		
2	Financial Turnover as per audited balance sheet duly certified by Chartered Accountant/Statutory Auditors	FY 2010-11	FY 2011-12	FY 2012-13
		Submit the audited balance sheet		
3	Head office/Branch office in Delhi/NCR basis INS handbook 2012-13	Submit document in support (INS letter etc.)		
4	CVs of Key functionaries (excluding support & admin staff)	Submit CVs of Creative Director, Manager Client Servicing, Research & Production Person, Event Manager, etc		
5	Has the agency been blacklisted/debarred/suspended/banned from business dealings by Ministry of Planning (Planning Commission), GoI or by Ministry of Commerce, GoI that is current as on the last date of filing responses to this RFE	Submit the declaration duly signed by authorised signatory		

ANNEXURE II: contd...

6. Five best projects in last 2 years, ending FY 2013-14, preferably in social sector/Government projects including the final creatives, images, photographs etc.

S No.	Name of the Client *	Sector	Year	Value of work
1				
2				
3				
4				
5				

(Please submit the relevant case study in any format)

7. 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 FOR SUBMISSION OF RESPONSE TO RFE

Description	Detail	Y/N
Eligibility Documents	Certificate of Registration/Incorporation. PAN & Service Tax Registration	
	INS Accreditation for the last five years ending FY 2013-14	
	Certified Annual Turnover over Rs. 20 Crores per year for last 3 three years ending FY 2012-13	
	Proof of Presence in Delhi/NCR as per INS Handbook 2012-13	
	Dedicated team to service UIDAI (CVs of the team intended to be deployed)	
	Proof of experience in Govt./PSU/social sector etc in the last 2 years (5 best projects)	
	A declaration stating that agency has not been blacklisted/debarred/suspended/banned from business dealings by Ministry of Planning (Planning Commission), Gol or by Ministry of Commerce, Gol that is current as on the last date of filing of responses to this RFE	
	Duly signed Annexure I	
Bid documents	Soft copy of creatives as explained in 4.1.2	

Note: All documents including annexure must be properly marked and sealed. The response to RFE should be submitted in one hard copy (signed on every page) and one soft copy on a CD. In case of any discrepancy, the signed hard copy version will prevail.

Signature.....
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 Date.....
 Place.....

ANNEXURE IV: TERMS AND CONDITIONS OF AGREEMENT

1. The empanelment shall be initially for one year from the date of empanelment. UIDAI reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment on the same terms & conditions.
2. The servicing team of the agency must be available to 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 DAVP rates or based on limited tender floated amongst empanelled agencies.
4. The empanelled agencies will have to obtain permission/license/ clearance from the concerned regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material.
5. UIDAI will sign an empanelment agreement separately with the agencies. After signing of the contract, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
6. When UIDAI chooses to get a particular creative released in newspapers through the creative agency, then the release of advertisement will be executed by the agency whose creative is selected at DAVP rates and no separate costs for designing the creative will be paid.
7. When UIDAI chooses to get a particular creative released in newspapers through DAVP, the creative agency will be paid design charges as DAVP rates, prevalent at the time of release.
8. In cases, where there are no DAVP rates for a particular type of work, then a limited tender will be floated amongst the empanelled agencies for execution of such work.
9. For design and release of advertisements, such as tender notices/vacancy circulars etc., work will be allotted equally amongst the agencies on a rotational basis, based on the monetary value of work.
10. 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 under the project contract.
11. In case of delay in execution of the assigned work by the agency, UIDAI may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%). may be imposed by UIDAI. If the delay is beyond 2 weeks then UIDAI 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 may debar and blacklist the Agencies for applying in its future empanelment also.
12. 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 (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 Consultant/Agencies and UIDAI 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 Agencies. This shall be without prejudice to other remedies available under law and this agreement with UIDAI.
13. The successful agencies shall at its own expense deposit with UIDAI, within a week of the date of notice of empanelment or prior to signing of the agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs.4.5 lakhs from a nationalized bank in the form of Fixed Deposit Receipt (FDR) with lien marked to Pay & Accounts Officer, UIDAI, New Delhi. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months of the period of empanelment.

14. 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.
15. The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to UIDAI's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
16. UIDAI will de-empanel the empanelment, if the 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 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.
17. 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.
18. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
19. The advertisement and marketing material (posts, marketing brochure and postal letters etc.) used by the agencies shall be in accordance with the guidelines laid down by UIDAI from time to time.
20. The applicants will indemnify UIDAI against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. UIDAI will take necessary legal actions for such cases.
21. 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.
22. Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
23. UIDAI reserves the right to withdraw/ terminate empanelment in any of following circumstances:
 - a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - b) Information provided to UIDAI is found to be incorrect;

- c) Empanelment conditions are not met within the specified time period;
 - d) Misleading claims about the empanelment status are made;
 - e) Clear evidence is received that there is breach of copyright;
24. 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.
- a) Forfeit the Performance Guarantee Amount
 - b) Terminate the contract.
25. 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 actuals on submission of documentary evidence.
26. All decisions taken by the UIDAI regarding empanelment shall be final and binding on all concerned parties.
27. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
28. 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.
29. 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 Agency will pay all indemnities arising from such incidents and will not hold the UIDAI responsible or obligated.
30. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
31. 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.
32. UIDAI will have right to drop any agency from the empanelled list without assigning any reason whatsoever. UIDAI also reserves the right to modify the term and conditions of empanelment.
33. The agency should be able to execute order at short notices and even on holidays.
34. Agency should have resources with proficiency and proof reading facilities in multiple Languages as per Eighth schedule of Constitution of India.
35. Selection of artwork/creative will be entirely on 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 advertising agencies or paying any commission/fees/royalty. The Agency has to provide original soft copy of open file to UIDAI. The agency cannot use the concept, artwork, picture, film and jingle for other clients once UIDAI selects it.
36. UIDAI reserves the right to make necessary modification to the selected artwork, concept, etc.
37. Agency will be responsible for transportation of material across India, if required by UIDAI.
38. UIDAI also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.
