



UNIQUE IDENTIFICATION AUTHORITY OF INDIA
(UIDAI)
GOVERNMENT OF INDIA

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

AADHAAR



REQUEST FOR EMPANELMENT (RFE) OF ADVERTISING AND CREATIVE AGENCIES FOR AADHAAR MULTI-MEDIA CAMPAIGN

The Unique Identification Authority of India, Headquarters, New Delhi on behalf of the President of India, invites applications in the prescribed proforma for empanelment as advertising and creative agencies (hereinafter referred to as “Agency/Agencies”) for Headquarters, New Delhi for multi-media campaign of Aadhaar/UIDAI.

1. Proposal must be submitted at the UIDAI Headquarters, New Delhi in one large sealed envelope marked as ‘Proposal for empanelment as Advertising and Creative Agencies for UIDAI Headquarters, New Delhi’ containing documents satisfying qualification criteria that are required to be submitted as per Section III and Annexure I, II and III of this RFE document.
2. The proposal must contain Demand Draft of Rs.1000/- drawn in favour of ‘PAO, UIDAI, New Delhi’ payable at New Delhi against processing fee, failing which the bids shall be declared as non-responsive and rejected. The processing fee must be submitted in a separate envelope titled as “Processing Fee” and be placed in the large sealed envelope containing the proposal and marked as ‘Technical Bid for Empanelment as Advertising and Creative Agency for UIDAI’.
3. Proposals not accompanied by Processing Fee will be treated as non-responsive and rejected.
4. The name and contact details of the firm should be mentioned on all the envelopes.
5. The agencies will be empanelled as per the evaluation mechanism of this RFE.
6. The sealed envelope should reach May 5, 2015 before 3.00 P.M. addressed to :-
The Deputy Director (Media)
Unique Identification Authority of India (UIDAI)
3rd Floor, Tower II, Jeevan Bharati Building
Connaught Circus, New Delhi 110001
7. Firms may send one representative on their behalf to be present on May 5, 2015 at 3.05 P.M. when the sealed envelope covers are opened.
8. Firms may contact Deputy Director (Media) at Unique Identification Authority of India (UIDAI), 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi 110001, for any clarification on the RFE before April 24, 2015 at 5.00 P.M.
9. 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.
10. On the basis of scores given by the committee, it is envisaged to engage upto three firms for the services as per scope of work listed under SECTION II of this RFE.

Important dates:

S No.	Activity	Date
1	Last date for submission of queries	April 24, 2015 at 5.00 P.M.
2	Last date for submission of response to bid	May 5, 2015 before 3.00 P.M.
3	Date and time for opening of bid envelope covers	May 5, 2015 at 3.05 P.M.

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SECTION I: BACKGROUND

The Unique Identification (UID) number (Aadhaar) is issued by Unique Identification Authority of India (UIDAI) to all residents in the country. The number is:

- a) verifiable in an online, cost-effective manner
- b) based on biometrics and demographic data, and
- c) robust enough to eliminate duplicate and fake identities in databases.

The impact of UIDAI initiative is wide-ranging. For residents across the country, Aadhaar is 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. UIDAI partners with such Registrars, which include State Governments, PSUs, banks, etc. These Registrars, in turn, may partner with enrolling agencies to enrol residents into the UIDAI database.

UIDAI's Vision:

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

UIDAI's Mission:

- Universal Aadhaar enrolment for the entire population by 2015 with a well-defined turnaround time and adhering to stringent quality metrics
- Collaborate with partners to setup infrastructure which provides convenience to residents for updating and authenticating their digital identity
- 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
- Build a long term sustainable organization to carry forward the vision and values of the UIDAI
- Make it attractive for the best global expertise in different fields to collaborate and provide valuable insights to the UIDAI organization.

SECTION II: CAMPAIGN REQUIREMENT

2.1 Purpose

Although Aadhaar enrolments are progressing at a steady pace, across the country, with over 81 crore Aadhaars generated as on April 10, 2015, there is still a great need to communicate to Residents of India about the benefits of Aadhaar and the role it can play in their day-to-day life. A well-thought out awareness campaign is required to educate people about the Aadhaar enrolment process and its benefits. Also, residents who have enrolled need to be educated about the various Aadhaar-based applications that are in use and how they can utilise the Aadhaar platform, to avail services with ease.

A project of this scale with a special focus on BPL/marginalized segments of the society requires the creation of a well-planned and detailed multi-media communication strategy and thorough execution on a 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 multi-media campaign are as follows:

- **Create awareness** amongst the identified target audiences 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

2.4.1. The empanelled agencies would focus on implementing a national level communication strategy so that customised messages such as Aadhaar's benefits its utility and applications, reach 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.

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

2.4.2.1. 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

2.4.2.2. 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 Headquarters. 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, etc.
- Translation and adaptation of creatives in regional languages as per the requirement of UIDAI

2.4.3. Development of other IEC Material: 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. Creation of complete Aadhaar brand identity templates, kits and manuals, etc. for use across situations and by Registrars, Enrolling Agencies and other UIDAI partners.

2.4.4 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.

2.4.5 Social media/Web marketing: Expand and strengthen presence on social media, create awareness on important internet sites/portals:

- Engage with target audience through popular social networking platforms
- Monitor content related to UIDAI and assess impact on brand Aadhaar
- Mitigation of adverse comments / events / trends

2.4.6 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.

SECTION III: ELIGIBILITY CRITERIA

3.1. The RFE can be responded to only by registered business entities that are in the business of providing advertising, creative and media related marketing services and have their registered/head /branch office in Delhi/NCR as per INS book 2013-2014. **The firm should also be an accredited member of the Indian Newspaper Society (INS)** since the last five years ending FY 2013-14.

3.2. No consortia shall be allowed to apply for empanelment. No two agencies of the same business group will be allowed to apply. In such a case where two agencies of the same group apply, both the applications will be summarily rejected.

3.3. 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. **Proprietorship firms need not apply.**

3.4. **The agency should be empanelled with DAVP either as a Print-media creative agency and/or a multi-media creative agency. The documentary evidence submitted as proof of empanelment with DAVP should clearly indicate that the agency is empanelled with DAVP as on the date of publication of this RFE and should be in the name of the firm which is applying for empanelment with UIDAI through this RFE. The Agency's should ensure that its empanelment with DAVP should remain valid throughout its empanelment with UIDAI.**

3.5. The agency should have clocked an annual turnover of Rs.100 crore per annum since last three financial years, ending FY 2013-14.

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

3.7. The agency also needs to have handled at least three accounts of billing size not less Rs. 5 crores each, in each of the last two years, ending FY 2013-14. Proof of the same (work order) may be included in the documents that are to be submitted (as per Annexure II. Sample creative work done for such clients should also be provided as per Annexure II.

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

3.9. List of documents to be submitted as part of response to RFE

- 1 Covering letter on agency's letterhead
- 2 Five best creatives utilised in print campaigns in the last three years
- 3 Showreels of five best TV commercials, short-films produced in the last three years
- 4 Past work done in social media marketing and internet marketing
- 5 Declaration in the format as given in **Annexure I**
- 6 Details of Qualification criteria as given in **Annexure II**

- 7 Checklist in the format as given at **Annexure III**
- 8 Any other supporting information that is relevant to proposal

All documents must be properly marked. The response to RFE (eligibility documents, print creatives, etc.) should be submitted in one hard copy (signed on every page). Showreels of audio-video work is to be submitted in one DVD/CD only.

3.10 Disqualifications

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) Submits more than one application on its own or is part of a consortia; or is amongst the two agencies of the same business group that have applied in which case both applications will be rejected.
- (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;

3.11 Important Dates:

S No.	Activity	Date
1	Last date for submission of queries	April 24, 2015 at 5.00 P.M.
2	Last date for submission of bid	May 5, 2015 before 3.00 P.M.
3	Date and time for opening of bid	May 5, 2015 at 3.05 P.M.

SECTION IV- EVALUATION AND EMPANELMENT MECHANISM

In order to empanel advertising and creative agencies, the UIDAI Headquarters will constitute an Evaluation Committee to evaluate the submitted bids. During evaluation of proposals, UIDAI 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 bids will be done by the Evaluation Committee as per the eligibility criteria mentioned in SECTION III to determine whether the documents submitted are in proper order as per the requirement of the RFE. The Evaluation Committee can seek additional information from the applicants, if needed. Responses to the RFE, which do not conform to eligibility criteria mentioned in Section III, will be rejected.

4.1.2 The committee will short-list agencies, whose bids are found to be in order under 4.1.1.

4.1.3. **Technical Evaluation:** The short-listed agencies will be called to make a presentation on an IEC campaign for Aadhaar based on the following brief. The presentation may also include, sample advertisements, new ideas, etc. that the short-listed agencies can use to demonstrate their understanding of the brief as well as exhibit their creative strength. Based on the creative submissions, the scoring will be done on a scale of 100 marks (understanding of the brief -20%, Communication Strategy-20%, creative/storyboard -60%).

Based on the scoring on the presentation made by the agencies, the committee will empanel up to three agencies.

Brief for presentation

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.*

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

- **The population at large**, comprising of over 81 crore residents, who have got Aadhaar and the ones who are yet to enrol will be the target groups. The former will be encouraged to use Aadhaar to access services

as a safe, secure and robust proof of identity. The latter will need to be encouraged/motivated to enrol for Aadhaar. **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.

- **Corporate sector** – The communication will focus on business efficiency and customer delight Aadhaar is capable of providing. In particular financial institutions, telecom companies and large corporate houses will be targeted.
- **Regulatory Authorities** – The communication will highlight how Aadhaar enhances compliance to regulatory provision.
- **UIDAI 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. 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.

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

4. A multilingual communication package will be developed based upon spread of Aadhaar across different States and linguistic groups.

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

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

- Enrolment of over 81 crore residents in 6 years with no time or cost overruns.
- 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.

4.2 Empanelment

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

4.3 Allocation of Work

The UIDAI Headquarter will give a brief to the empanelled agencies and invite creatives/scripts/storyboards from the empanelled agencies for specific assignments. UIDAI reserves the right to award the work to any of the empanelled agencies, based on the merit of their creative designs. The selection of work will be through a duly constituted committee.

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.**

UIDAI 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. Such creative outputs will be the sole property of the UIDAI and UIDAI will be free to use or modify it at its sole discretion. The Director General & Mission Director, UIDAI will be the final authority for the selection of creative design/scripts/storyboards.

4.3.1 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.

4.3.2 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.

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

4.3.4 For design and release of print 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. The release of advertisement will be executed by the agency at DAVP rates and no separate costs for designing the creative will be paid.

4.3.5 When UIDAI 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 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%). 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 also debar and blacklist the agency for applying in future tenders/empanelment.

5.2.2 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), 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 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.

5.3 Performance Bank Guarantee (PBG)

The successful agency 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.5 lakhs (Rupees Five Lakh only) 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 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	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. The documentary evidence submitted as proof of empanelment with DAVP should clearly indicate that the firm is empanelled with DAVP as on the date of publication of this RFE and should be in the name of the firm which is applying for empanelment with UIDAI through this RFE.		
3	INS Accreditation	Please submit document confirming INS accreditation since last five years (ending FY 2013-14)		
4	Financial Turnover as per audited balance sheet duly certified by Chartered Accountant/Statutory Auditors (Mention only turnover from adverti	FY 2011-12	FY 2012-13	FY 2013-14
		Submit the audited balance sheet		
5	Head office/Branch office in Delhi/NCR basis INS handbook 2012-13	Submit document in support (INS letter etc.)		
6	CVs of Key functionaries (excluding support & admin staff)	Submit CVs of Creative Director, Manager Client Servicing, Research & Production Person, Event Manager, etc		

7	Has the agency been blacklisted/debarred/suspended/banned from business dealings by Ministry of Planning, Gol or by Ministry of Commerce, Gol that is current as on the last date of filing responses to this RFE	Submit a declaration duly signed by authorised signatory
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ANNEXURE II: contd...

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

8. Attach the following:

- Five best print creative work in last 3 years, ending FY 2013-14
- Five best TV commercials/short-film produced in last 3 years ending FY 2013-14
- Two best social media campaigns handled in last 3 years ending FY 2013-14
- Two best internet marketing campaigns handled in last 3 years ending FY 2013-14

9. Details of atleast three accounts of billing size not less than Rs.5 crore each, handled in each of the last two years ending FY 2013-14.

10. Office locations

	Metro City & Other Tier cities	Address
1		
2		
3		
4		

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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	
	Proof of Empanelment with DAVP	
	INS Accreditation for the last five years ending FY 2013-14	
	Certified Annual Turnover of atleast Rs. 100 crores per year for last 3 three years ending FY 2013-14	
	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 past work (print, electronic, social media, internet marketing)	
	A declaration stating that agency has not been blacklisted/debarred/suspended/ banned from business dealings by Ministry of Planning, 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	

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.....
 Certified By, in the capacity of.....
 Duly authorized to sign Proposal for
 And on behalf of.....
 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 agreement, 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 for fulfilling the project.
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 a assigned project or in the event of failure of a 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 specific project because of such failure, then a sum up to 50% of the value of the project 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.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.

Format for Performance Security Deposit

Weblink:

http://uidai.gov.in/images/tenders/procurement_manual_2014_with_appendices_01042014.pdf

{Kindly see the APPENDIX-O of the Procurement Manual of UIDAI}.

**PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank
Ref..... Bank Guarantee No.....
Date.....**

To

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

Dear Sirs,

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

2. We.....
(Name & Address of Bank Branch) having its Head office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Agency merely on a demand from the Client stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said

Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

3. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of work under Agreement by the Agency. The Client shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the Client and the Agency or any other course or remedy as prescribed in the Client's Procurement Manual (Page **24** of **61**) or security available with the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Client or any other indulgences shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

6. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. (in words & figures).

(2) This Bank Guarantee will be valid up to; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....

(Signature)

(Signature)

.....

(Name)

(Name)

.....

(Official Address) (Designation with Bank Stamp)

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

Dated.....