



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

Request for Empanelment  
(RFE)  
of Advertising Agencies  
For Regional Office, Mumbai

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AADHAAR



Government of India  
Unique Identification Authority of India  
7th Floor, MTNL Building,  
G D Somani Marg, Cuffe Parade,  
Mumbai - 400 005

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

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

1. Proposal must be submitted at the UIDAI Mumbai office in one large envelope marked as 'Proposal for Advertising Agency for UIDAI Mumbai' along with the name and contact details of the firm
2. The sealed envelope should reach by **4<sup>th</sup> December 2014** before 15.00 hours addressed to  
A.D.G.(Media)  
UIDAI Regional Office  
7th Floor, MTNL Building, G D Somani Marg,  
Cuffe Parade, Mumbai - 400 005
3. The application completed in all respects, should be submitted in person along with a demand draft of Rs. 1,000 (non-refundable), drawn in favour of '**DDO, UIDAI,RO, Mumbai**' as processing fee.
4. Proposals received after the due date and time will not be accepted
5. Firms may send one representative on their behalf to be present on **5<sup>th</sup> December 2014** at 15.00 hrs when the sealed envelopes are opened
6. Firms may contact A.D.G.(Media) at [gurudutta.ray@uidai.net.in](mailto:gurudutta.ray@uidai.net.in) for any clarification on the RFE before **25<sup>th</sup> November 2014** .
7. The UIDAI reserves the right to reject any application without assigning any reason.
8. Mumbai Regional Office seeks to empanel a maximum of FOUR Agencies.
9. **Important dates:**

S No.	Activity	Date
2	Last date for submission of queries	<b>25<sup>th</sup> November 2014</b>
3	Last date for submission of RFE	<b>4<sup>th</sup> December 2014 by 15 Hrs</b>
4	Date and time for opening of RFE	<b>5<sup>th</sup> December 2014 at 15 Hrs</b>

Assistant Director General, Mumbai

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## **SECTION I: BACKGROUND**

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

An IEC campaign is envisaged that reaches multiple stake holders, and more critically each of the 18 Crore residents of western India.

We have no stereo types in mind. Originality of thought and economy while using scarce public resources will be valued.

The Vision, core values and Mission statement of the organization are:

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

### **Core Values:**

- i. We value integrity
- ii. We are committed to inclusive nation building
- iii. We pursue a collaborative approach and value our partners
- iv. We will strive towards excellence in services to residents and service providers
- v. We will always focus on continuous learning and quality improvements
- vi. We are driven by innovation and provide a platform for our partners to innovate
- vii. We believe in a transparent and open organization

### **Mission Statement:**

1. Deliver Aadhaar numbers to residents with a well-defined turnaround time and adhering to stringent quality metrics
2. Collaborate with partners to setup infrastructure which provides convenience to residents for updating and authenticating their digital identity
3. Collaborate with partners and service providers in leveraging Aadhaar to serve residents effectively, efficiently and equitably
4. Encourage innovation and provide a platform for public and private agencies to develop Aadhaar linked applications
5. Ensure availability, scalability and resilience of the technology infrastructure
6. Build a long term sustainable organization to carry forward the vision and values of the UIDAI
7. Make it attractive for the best global expertise in different fields to collaborate and provide valuable insights to the UIDAI organization.

## **SECTION II: Brief for Media Agency**

**2.1 Brief:** The UIDAI was established by the Government of India in 2009 to support unique identification of individuals using biometric technology anytime, anywhere. In the preceding 5 years the Authority has generated about 70 crore individuals and made operational the world's most sophisticated online authentication platform that uses both fingerprint and iris images to authenticate a person in real-time.

The project has had zero time and cost overrun and is globally recognised for its path breaking use of biometric technology for developmental rather than security and forensic purposes.

Currently, Aadhaar, the brand name of the UID provided by the Authority is widely recognised and is primarily associated with the Aadhaar letter. The fact is that Aadhaar is a 12 digit number and the world's first digital identification platform. No card is issued to residents at all but this USP is lost to most except the very discerning.

Unlike conventional ID systems Aadhaar does not recognise a person by photo, name, age, gender or address. Instead it relies on, fingerprints and iris, to uniquely identify a person. Given the uniqueness of biometrics no one can get two Aadhaar numbers and nor can a fake/non-existent person get an Aadhaar. This is unlike any other ID system in the world.

The other USP of Aadhaar is that it is a digital/virtual ID that works online. It is hosted on a public platform which allows a registered agency to authenticate a person, anytime, anywhere using a telephone line. No internet, leased or broadband connection is needed. This makes it possible for Aadhaar authentication services to be used in far flung rural areas as well. Aadhaar online authentication works where ever a mobile phone works with the help of a widely available, inexpensive device.

Appreciating the power of Aadhaar to uniquely recognise a person, more than 179 Government/Public/Private Sector organisations have already registered themselves to use it for providing services as diverse as banking, insurance pensions, access control, attendance, subsidised rations, health care etc. The Authority increasingly wants people to associate Aadhaar with online authentication not just an ID and much less a card.

Individuals find Aadhaar useful in many ways. For some, it's their first Government ID. For everyone it's their first Digital ID. It helps people get telephone and LPG connections, bank accounts, insurance policies, railway reservations, entry into airports and many other conveniences. Aadhaar is voluntary and it's only the convenience and empowerment associated with it that drives people to opt for it.

The fact is the UIDAI is a bonafide legal entity; it is administered like any office of the Government of India and is fully accountable to the Parliament, C&AG etc. Also, while the UIDAI or the Government of India has never mandated exclusive use of Aadhaar, some State Governments and other service providers may have done so recognising its efficacy in removing fake and duplicates from the system. In most cases robust exception management systems have been provided. In addition, Aadhaar protects and promotes privacy and can only be used with the explicit consent of the individual. It is the only ID in the world which has a paperless version that precludes data/ID theft.

The UIDAI as a matter of policy does not tag, track or profile individuals. Following a minimalist philosophy it mandates collection of only 4 demographic fields- name, age, gender and address. As a rule the UIDAI does not aggregate data basis the use of Aadhaar by an individual nor does it enlarge the demographic information of the individual with it on any other account. The UIDAI encrypts both biometric and demographic data at source and does not share it with anyone except with the explicit consent of the Aadhaar holder.

Having collected, processed and assigned close to 70 crore Aadhaar numbers using biometric de-duplication and successfully carried more than 9 crore biometric authentications of all age and user groups including the old and infirm, manual labourers and the likes, the UIDAI has made India the global leader in biometric technology. The UIDAI uses government and private sector human resource, believing both to be national assets.

Thousands of young professionals work on the project to make Aadhaar a unique example of nation building. The highest possible care is taken to secure data and the organisation has a spotless record, and is the envy of many.

The capability of Aadhaar to weed out fake and duplicates, to work on line and offline, to work using simple and inexpensive devices, its dependency on basic mobile connectivity and no more, its service orientation and its fulfilment of the right to identity of individuals are key aspects of the project.

**The UIDAI Regional Office, Mumbai seeks to empanel a maximum of FOUR agencies with a track record, adept at print, electronic and social media to position Aadhaar as an empowering (for the individual) and transformational (for the system) national programme.**

## **2.2 Scope of Work for agency**

**2.2.1 The empanelled agencies would focus on implementing a Western regional (Maharashtra, Gujarat, Goa, Dadra Nagar Haveli and Daman Diu) level communication strategy so that customised messages such as Aadhaar's benefits, its utility, applications, reach different segments of the ecosystem. To fulfil this objective, the agency will provide services related to Aadhaar's strategic marketing communication needs in the areas of brand management, creative and media planning.**

**2.2.2. Conceptualization and creation of multi-media campaign across all media platform:**

- The campaign will be carried out in local languages for various media as per the requirement of the Regional office
- The agency should have local language experts proficient in regional languages and dialects i.e. Marathi, Gujarati, Konkani

**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

**2.2.3 Print/Display advertisements:** The Agency is to design print/display creatives in various languages as per Eighth schedule of the Constitution of India, for various media as per the requirement of the UIDAI, RO Mumbai. The list of activities would include but not be limited to the following:

- Advertisements in print media, internet portals,
- 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 requirement

**2.2.4. 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 for use across situations and by Registrars, Enrolling Agencies and other UIDAI partners

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

**2.2.6 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

**2.2.7** The hired agency 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.

**The media campaign should be high on recall and it should position UIDAI as empowering for the individual and transformational for the nation. To achieve these objectives the UIDAI, RO Mumbai may allocate between Rs.1-2 crore per annum on the campaign. This should however, be taken as only an illustrative amount and no commitment is being made by the UIDAI to do so.**

### **SECTION III: ELIGIBILITY CRITERIA**

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

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

**3.3.** **The firm should be empanelled with DAVP either as a Print-media creative agency and/or a multi-media creative agency. The firm should also be an accredited member of the Indian Newspaper Society (INS).**

**3.4.** The firm should have clocked an annual turnover of Rs.50 crores per annum for media and advertisement since last three financial years, ending FY 2013-14.

**3.5.** The firm should have provided creative (print + electronic), design, brand management services. It should have provided social media marketing and digital marketing services consistently since past 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.

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

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

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

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

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

- 1 Covering letter on agency's letter head
- 2 Declaration in the format given in **Annexure I**
- 3 Details of Qualification criteria as given in **Annexure II**
- 4 Checklist in the format given at **Annexure III**
- 5 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) marked as original and one soft copy on a CD**



### 3.10 Disqualification

UIDAI, RO Mumbai 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 blacklisted by the Government of India/State/UT Government;

### 3.11 Important Dates:

S No.	Activity	Date
1	Last date for submission of queries	<b><u>25<sup>th</sup> November 2014</u></b>
2	Last date for submission RFE	<b><u>4<sup>th</sup> December 2014 by 15 Hrs</u></b>
3	Date and time for opening of bid envelope covers	<b><u>5<sup>th</sup> December 2014 at 15 Hrs</u></b>

## SECTION IV- EVALUATION PROCEDURE

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

### 4.1 Evaluation process:

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

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

<b>Subject Matter/Criterion</b>	<b>Maximum. Weightage to be given</b>
(1) Financial turnover as per audited account during FY 2011-12 & 2012-13	20%
(2) CVs Of Key Functionaries	20%
(3) Over all quality & Innovativeness Of the Media project (best 3)	25%
(4) Budget of projects (best 3)	25%
(5) How many different type/modes of Creatives have used by the agency	10%

**Top 8 ranking agencies adjudged on the basis of the above criteria will be called for the presentation. Based on presentation made by them, the agencies will be evaluated on their understanding of Aadhaar, creative approach, Media plan & strategy on scale of 10. Finally maximum FOUR agencies will be selected and empanelled for Regional Office Mumbai.**

**Brief for presentation / pitch**

**1. The aim of the Media Strategy and Plan 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 and plan will be the following: Population at large** comprising of over 12 crore residents of western India who have got Aadhaar and 6 crores of residents who are yet to get one. 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 enroll for Aadhaar.

**Central and State Government Departments and Public Sector Undertakings** - The thrust of the communication to this 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 large corporate 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, RO Mumbai proposes to use a multimedia strategy covering print, electronic, outdoor and social media following an optimal mix.**

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

- Generation of about 70 crore Aadhaar numbers in 5 years with no time or cost overruns. (These figures are dynamic).
- 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, 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 Selection of agency**

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

#### **4.3 Allocation of Work**

The UIDAI, RO Mumbai will provide in-principle approval to a one year media plan and administrative approval for annual plans. In addition, briefs may be given from time to time for specific assignments.

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

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

**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 appropriate tendering procedure for such activity would be resorted to by UIDAI, RO Mumbai.**

**4.3.3 For print creatives, 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 at DAVP rates 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., 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, RO Mumbai chooses to get a particular creative released in newspapers through DAVP, the creative agency will be paid design charges at DAVP rates, prevalent at the time of release.**

## **SECTION 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 'DDO, UIDAI, RO,Mumbai' payable at Mumbai as processing fee.

### **5.2 Penalties**

5.2.1 In case of delay in execution of the assigned work by the agency hired through this RFE, UIDAI, RO Mumbai may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%) may be imposed by UIDAI. If the delay is beyond 2 weeks then UIDAI, RO Mumbai may annul the project and shall be free to get it done from other agencies at the risk and cost of the agency hired through this RFE. UIDAI may debar and blacklist the Agency for applying in future tenders/empanelment also.

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, RO Mumbai ), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the 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, RO Mumbai.

### **5.3 Performance Bank Guarantee (PBG)**

The successful agency shall at its own expense deposit with UIDAI, RO Mumbai within a week of the date of notice of selection 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 or in the form of Fixed Deposit Receipt (FDR) with lien marked to DDO, UIDAI, RO Mumbai.** 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 agreement.

## **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, RO Mumbai and 'the applicant. No partnership shall be constituted between UIDAI, RO Mumbai and the applicant by virtue of this agreement 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 agreement 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, RO Mumbai reserves the right to reject any bid obtained through this RFE and to annul the entire RFE process and reject all such requests at any time during this process, 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**

Being hired as an Agency through this RFE does not guarantee that the Agency shall be awarded any project / assignment during the tenure of the agreement.

#### **6.5 Fraud and Corruption**

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

UIDAI, RO Mumbai will reject any bids , if the applicant recommended for selection, 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 agreement.
- (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 agreement.
- (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, RO Mumbai will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the agreement.

#### **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 RFE 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 Mumbai only.

## **6.10 Tenure**

UIDAI, RO Mumbai shall hire the agency for one year. The duration of agreement may be extendable upto three years (one year at a time), at the sole discretion of UIDAI, RO, Mumbai on same terms & conditions.

## **6.11 Advertising and Promotion**

The advertisement and marketing material (posts, marketing brochure and postal letters etc.) used by the agency shall be in accordance with the guidelines laid down by UIDAI ,RO Mumbai 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, RO Mumbai will take necessary legal and other actions for such cases. UIDAI, RO Mumbai will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

## **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, RO Mumbai reserves the right to withdraw/ terminate agreement with agency in any of following circumstances:
  - i Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
  - ii Information provided to UIDAI, RO Mumbai is found to be incorrect;
  - iii Agreement conditions are not met within the specified time period;
  - iv Misleading claims about the agreement status are made;
  - v Clear evidence is received that selected 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, RO Mumbai may invoke any or all of the following clauses.
  - (i) Forfeit the Performance Guarantee Amount
  - (ii) Terminate the agreement without any liability of UIDAI, RO Mumbai towards the 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, RO Mumbai 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, RO Mumbai but an invitation to receive responses from eligible interested entities for being hired as creative advertising agency for the UIDAI, RO Mumbai. No contractual obligation whatsoever shall arise from this process.
- (ii) The evaluation shall be strictly based on the information and supporting documents provided by the applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by UIDAI, RO Mumbai is not provided by applicant, UIDAI, RO Mumbai may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

### **6.17 Binding Clause**

All decisions taken by the UIDAI, RO Mumbai 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, RO Mumbai.
- b. The Agency will abide by the job safety measures prevalent in India and will free the UIDAI, RO Mumbai from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the UIDAI, RO Mumbai responsible or obligated.
- c. The Agency is responsible for managing the activities of its personnel or 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, RO Mumbai.



## **SECTION VII: SPECIFIC TERMS AND CONDITIONS**

**7.1** UIDAI, RO Mumbai will have right to drop any agency without assigning any reason whatsoever. UIDAI, RO Mumbai also reserves the right to modify the term and conditions for agreement.

**7.2** The empaneled agencies are 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, RO Mumbai's discretion

**7.6** Artwork/ Commercial once selected will be the property of UIDAI and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from the agency or paying any commission/fees/royalty. Agency has to provide original soft copy of open file to UIDAI, RO Mumbai. The agency cannot use the concept, artwork, for other clients once UIDAI, RO Mumbai selects it.

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

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

**7.9** UIDAI, RO Mumbai also reserves the right to employ any agency other than the agency hired through this RFE.

## **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 this and future RFE/tendering process
- ii. I permit UIDAI, RO Mumbai to inspect my records to ascertain the above facts.
- iii. I permit UIDAI, RO Mumbai to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by UIDAI, RO Mumbai would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of UIDAI, RO Mumbai regarding agreement.
- 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	
3	INS Accreditation	Please submit latest document confirming INS accreditation	
4	Financial Turnover as per audited balance sheet duly certified by Chartered Accountant/ Statutory Auditors	FY 2011-12	FY 2012-13
		Submit the audited balance sheet	
5	Head office/Branch office in Mumbai /MMRDA 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 (Planning Commission), 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	

Propose the evaluation criteria for shortlisting eight top ranking agencies as under

**ANNEXURE II: contd...**

- Three best projects in last 2 years preferably in social / Government

projects including the final creative, images, photographs etc.

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

(Please submit the relevant case study in any format)

9. Office locations

	Metro City & Other Tier cities	Address
1		
2		
3		

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	<b>Certificate of Registration/Incorporation. PAN &amp; Service Tax Registration</b>	
	<b>Proof of Empanelment with DAVP</b>	
	<b>INS Accreditation for the last Three years ending FY 2013-14</b>	
	<b>Certified Annual Turnover of at least Rs. 50 crores per year for last 3 (Three) years ending FY 2013-14</b>	
	<b>Proof of Presence in Mumbai/MMRDA as per INS Handbook 2012-13</b>	
	Dedicated team to service UIDAI Three (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 (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	
Processing Fee	Demand Draft of Rs. 1000/- in favour of Pay & Accounts Officer, UIDAI, RO Mumbai payable at RO Mumbai in a separate envelope	

**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). 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 duration of agreement shall be initially for one year from the date of signing of agreement. UIDAI Regional office Mumbai reserves the right to extend the same on yearly basis upto a total of three years based on periodic reviews to assess the performance during the specified duration, on the same terms & conditions.
2. The servicing team of the agency must be available to UIDAI, RO Mumbai as and when required by UIDAI, RO Mumbai.
3. Agency should have resources with proficiency and proof-reading facilities in Hindi, English, Marathi, Gujarati and Konkani.
4. For selection of artwork for print media or for preparation of a product for TV, UIDAI Regional office Mumbai will invite concepts from all empanelled agencies and release order will be given to the agency whose design/concept is approved. Artwork submitted for evaluation will not be returned.
5. All the work/project relating to the scope of work will be executed at DAVP rates or based on rates discovered through an appropriate tendering process.
6. The agency will have to obtain permission/license/ clearance, if any, from the concerned regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material.
7. UIDAI, RO Mumbai will sign an agreement with the agency. 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.
8. When UIDAI, RO Mumbai chooses to get a particular creative released in newspapers through the agency, then the release of advertisement will be executed by the agency at DAVP rates and no separate costs for designing the creative will be paid.
9. When UIDAI, RO Mumbai chooses to get a particular creative released in newspapers through DAVP, the agency will be paid design charges as per DAVP rates, prevalent at the time of release.
10. In cases, where there are no DAVP rates for a particular type of work, then appropriate tendering procedure for such activity would be resorted to by UIDAI RO Mumbai.
11. For design and release of advertisements, such as tender notices/vacancy circulars etc., the release of advertisement will be executed by the agency at DAVP rates and no separate costs for designing the creative will be paid.
12. A separate work order will be given to the agency for each project. The agency shall not assign the project to any other agencies, in whole or in part, to perform its obligation for fulfilling the project.
13. In case of delay in execution of the assigned work by the agency, UIDAI RO Mumbai may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%). If the delay is beyond 2 weeks then UIDAI RO Mumbai may annul the project and shall be free to get it done from other agencies at the risk and cost of the agency hired through this RFE. UIDAI RO Mumbai may debar and blacklist the Agency for applying in its future empanelment/hiring process.
14. If any of the services performed by the Agency fails 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 RO Mumbai), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agency and UIDAI RO Mumbai 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 Agency. This shall be without prejudice to other remedies available under law and this agreement with UIDAI RO Mumbai.

15. The agency shall at its own expense deposit with UIDAI RO Mumbai within a week of the date of notice of selection 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 RO Mumbai. 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 agreement.
16. 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 RO Mumbai and the applicant by virtue of this agreement 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 agreement 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.
17. The 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.
18. UIDAI RO Mumbai will terminate the agreement, 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 RO Mumbai 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 RO Mumbai of the benefits of free and open competition.
  - (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
  - (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation 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 RO Mumbai designed to establish prices at artificial, non-competitive levels; UIDAI RO Mumbai will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.
19. 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.
20. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mumbai only.
21. The advertisement and marketing material (posts, marketing brochure and postal letters etc.) used by the agency shall be in accordance with the guidelines laid down by UIDAI RO Mumbai from time to time.
22. The applicants will indemnify UIDAI RO Mumbai against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. UIDAI RO Mumbai will take necessary legal actions for such cases.

23. UIDAI RO Mumbai will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
24. Without prejudice to any other right or remedy it may have, either party may terminate the agreement at any time by giving one month advance notice in writing to the other party.
25. UIDAI RO Mumbai reserves the right to withdraw/ terminate agreement 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, RO Mumbai is found to be incorrect;
  - c) Agreement conditions are not met within the specified time period;
  - d) Misleading claims about the agreement status are made;
  - e) Clear evidence is received that there is breach of copyright;
26. If the agency does not execute the contract to the satisfaction of the UIDAI, RO Mumbai then the UIDAI, RO Mumbai may invoke any or all of the following clauses.
  - a) Forfeit the Performance Guarantee Amount
  - b) Terminate the agreement.
27. 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.
28. All decisions taken by the UIDAI, RO Mumbai regarding hiring and execution of the agreement shall be final and binding on the agency.
29. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
30. The Agency is obliged to work closely with the UIDAI RO Mumbai's staff, act within its own authority and abide by directives issued by the UIDAI, RO Mumbai.
31. The Agency will abide by the job safety measures prevalent in India and will free the UIDAI, RO Mumbai from all demands or responsibilities arising from accidents or loss of life. The Agency will pay all indemnities arising from such incidents and will not hold the UIDAI, RO Mumbai responsible or obligated.
32. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
33. 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, RO Mumbai.
34. UIDAI, RO Mumbai reserves the right to modify the term and conditions of the agreement or terminate the agreement without assigning any reason whatsoever.
35. The agency should be able to execute order at short notices and even on holidays.
36. Agency should have resources with proficiency and proof reading facilities in multiple Languages as per Eighth schedule of Constitution of India.
37. Selection of artwork/creative will be entirely on UIDAI, RO Mumbai'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 agency or paying any commission/fees/royalty. The Agency has to provide original soft copy of open file to UIDAI, RO Mumbai. The agency cannot use the concept, artwork, picture, film and jingle for other clients once UIDAI, RO Mumbai selects it.



38. UIDAI, RO Mumbai reserves the right to make as many modifications as deemed necessary to any assigned work viz., artwork, concept, storyboard, jingle, TVC, short-film etc, before finalising the same.
39. Agency will be responsible for transportation of material across locations in the Western region, including the state of Gujarat, Goa and Maharashtra, and the UTs of Daman & Diu, And Dadra and Nagar Haveli, if required by UIDAI, RO Mumbai.
40. UIDAI, RO Mumbai also reserves the right to employ any other agency other than the agency hired through this RFE process, if required.

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