



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

**Request for Proposal
(RFP)
for Hiring of Advertising
and Creative Agency
for UIDAI, New Delhi**

AADHAAR



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

REQUEST FOR PROPOSAL (RFP) FOR HIRING OF ADVERTISING AND CREATIVE AGENCY FOR AADHAAR MULTI-MEDIA CAMPAIGN

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

1. Proposal must be submitted at the UIDAI, New Delhi office in one large sealed envelope marked as 'Proposal for hiring as Advertising and Creative Agency for UIDAI, New Delhi' containing the 'documents satisfying qualification criteria that are required to be submitted as explained in clause 3.9 of the RFP document and Annexure I, II and III of the RFP. The name and contact details of the firm should be on all the envelopes.
2. The proposal must contain Demand Draft(s) of Rs.1000/- as processing fee, drawn in favour of 'PAO, UIDAI, New Delhi' payable at New Delhi as processing fee, failing which the bids shall declared as non-responsive and rejected. **The processing fee must be submitted in a separate envelope, enclosed within the large sealed envelope containing the proposal.**
3. The agency will be hired as per the evaluation mechanism of this RFP.
4. The sealed envelope should reach by **23rd July, 2014 before 1500 hours** addressed to
ADG (Media)
Unique Identification Authority of India (UIDAI)
2nd Floor, Tower I, Jeevan Bharati Building
Connaught Circus
New Delhi 110001
5. Firms may send one representative on their behalf to be present on 24th July, 2014 at 1500 Hours when the sealed envelope covers are opened.
6. Firms may contact ADG (Media) at Unique Identification Authority of India (UIDAI), 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001, for any clarification on the RFP before 12th July, 2014
7. UIDAI reserves the right to reject any or all of the responses to this RFP without assigning any reason. UIDAI takes no responsibility for delay, loss or non-receipt of response to RFP.
8. **On the basis of scores given by the committee, it is envisaged to hire a single firm for the services as per scope of work listed under SECTION II of this RFP.**

Important dates:

S No.	Activity	Date
1	Last date for submission of queries	12 th July , 2014
2	Last date for submission of response to RFP	23 rd July, 2014 by 1500 hours
3	Date and time for opening of bid envelope covers	24 th July, 2014 at 1500 hours

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SECTION I: BACKGROUND

The UIDAI seeks a communication partner to position it as the world's most sophisticated identification service provider.

An iconic campaign is envisaged that stands out for simplicity and reaches to multiple stake holders, most critically each and every of the 1.2 billion residents of India.

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

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

Vision: *To empower residents of 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 enrolled over 65 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 Card. 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 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 and rural areas. Aadhaar online 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 much less a card.

Individuals find Aadhaar useful in many ways. For some, the poorest 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.

In recent months some reservations on Aadhaar have cropped up, mostly misconceived. The main ones relate to

1. Lack of statutory status
2. Mandatory usage
3. Encroachment of individual privacy
4. Transgression of limited government
5. Use of untested biometric technology
6. Partnership with private sector.

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 over 65 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 seeks a communication partner 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 hired agency would focus on implementing a national 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:

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. 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 selected agency will be required to provide the creative design for an Annual calendar and a diary. The UIDAI expects the design of both these products to be of an exceptional quality that makes them collector items.

2.2.8 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 may allocate between Rs.20-30 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 RFP can be responded to only by registered business entities that have their registered/Head office/branch office in Delhi/NCR as per INS book 2012-2013. **No consortia shall be allowed to apply in this RFP.**

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. 200 crores per annum since last two financial years, ending FY 2012-13.

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 firm also needs to have handled at least three accounts of billing size not less Rs. 10 crores each, in each of the last two years, ending FY 2012-13. 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 in litigation with any ministry/department/organisation under of the Government of India.**

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

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

All documents must be properly marked. The response to RFP (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 Disqualification

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

- (i) Submitted the application after the response deadline;
- (ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- (iv) Submitted an application that is not accompanied by required documentation or is non-responsive;
- (v) Failed to provide clarifications related thereto, when sought;
- (vi) Submitted more than one application on its own;
- (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- (viii) Is in litigation with Government of India;

3.11 Important Dates:

S No.	Activity	Date
1	Last date for submission of queries	12 th July , 2014
2	Last date for submission of response to RFP	23 rd July, 2014 by 1500 hours
3	Date and time for opening of bid envelope covers	24 th July, 2014 at 1500 hours

SECTION IV- EVALUATION PROCEDURE

In order to hire an advertising and creative agency, the UIDAI 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 RFP 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 RFP is generally in order. The evaluation committee can seek additional information from the applicants, if needed. The response to the RFP not conforming to requirements viz. DAVP empanelment, financial turnover requirement, office location and past work record will be rejected.

4.1.1 All firms who satisfy the eligibility criteria will be called for making a presentation / pitch.

4.1.2. **Technical Evaluation:** The agencies will make a presentation outlining/suggesting their proposed media strategy and plan for the UIDAI which will unfold over next three years. **The presentation schedule will be published on <http://uidai.gov.in/uid-tenders.html>.**

Based on the presentation made by the agencies, UIDAI will hire a single agency.

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 65 crore residents who have got Aadhaar and an almost equal number 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 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 Status and linguistic groups.

5. The Media Strategy will also subtly counteract misdirected criticism of the UIDAI on account of security, privacy, cost to exchequer, perceived benefits and doubts on robustness of biometric technology.

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

- Enrolment of about 65 crore residents 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 agency hired through this RFP 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 annexures of this RFP 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 will provide in-principle approval to a three year media plan and administrative approval for annual plans. In addition, briefs may be given from time to time for specific assignments.

The selected agency 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 RFP does not guarantee that the Agency shall be awarded any project / assignment during the tenure of the agreement.**

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. The UIDAI 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.

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 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 hired through this RFP, 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 cost of the agency hired through this RFP. 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), 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.

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 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 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 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 and 'the applicant. No partnership shall be constituted between UIDAI 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 reserves the right to reject any bid obtained through this RFP and to annul the entire RFP 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 RFP does not guarantee that the Agency shall be awarded any project / assignment during the tenure of the agreement.

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 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 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 RFP 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 Tenure

UIDAI 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 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 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 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 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 may invoke any or all of the following clauses.
 - (i) Forfeit the Performance Guarantee Amount
 - (ii) Terminate the agreement without any liability of UIDAI 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 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 RFP is not an offer by the UIDAI, but an invitation to receive responses from eligible interested entities for being hired as creative advertising agency for the UIDAI. 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 agreement.

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 the agency 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 other than the agency hired through this RFP.

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 RFP/tendering process
- 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 agreement.
- vi. I have read & understood the RFP 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 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 (Planning Commission), Gol or by Ministry of Commerce, Gol that is current as on the last date of filing responses to this RFP	Submit a declaration duly signed by authorised signatory	

ANNEXURE II: contd...

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 at least three accounts of billing size not less than Rs.10 crore each, handled in each of the last two years ending FY 2013-14.

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

10. Office locations

	Metro City & Other Tier cities	Address
1		
2		
3		
4		

Signature.....

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

Duly authorized to sign Proposal for

And on behalf of.....

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

ANNEXURE III: CHECKLIST FOR SUBMISSION OF RESPONSE TO RFP

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. 200 crores per year for last 3 three years ending FY 2012-13	
	Proof of Presence in Delhi/NCR as per INS Handbook 2012-13	
	Dedicated team to service UIDAI (CVs of the team intended to be deployed)	
	Proof of 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 RFP	
	Duly signed Annexure I	
Processing Fee	Demand Draft of Rs. 1000/- in favour of PAO UIDAI, New Delhi payable at New Delhi in a separate envelope	

Note: All documents including annexure must be properly marked and sealed. The response to RFP 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 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, 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 rates discovered through an appropriate tendering process.
4. 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.
5. UIDAI 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.
6. When UIDAI 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.
7. When UIDAI 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.
8. 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.
9. 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.
10. 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.
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%). 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 cost of the agency hired through this RFP. UIDAI may debar and blacklist the Agency for applying in its future empanelment/hiring process.
12. 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), 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 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.
13. The agency shall at its own expense deposit with UIDAI, 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.4.5 lakhs from a nationalized bank in the form of Fixed Deposit Receipt (FDR) with lien marked to Pay & Accounts Officer, UIDAI, New Delhi. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months of the period of agreement.

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 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.
15. 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.
16. UIDAI 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 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 agency 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 agreement at any time by giving one month advance notice in writing to the other party.
23. UIDAI 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 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;
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 agreement.
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 hiring and execution of the agreement shall be final and binding on the agency.
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 reserves the right to modify the term and conditions of the agreement or terminate the agreement without assigning any reason whatsoever.
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 agency 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 as many modifications as deemed necessary to any assigned work viz., artwork, concept, storyboard, jingle, TVC, short-film etc, before finalising the same.
37. Agency will be responsible for transportation of material across India, if required by UIDAI.
38. UIDAI also reserves the right to employ any other agency other than the agency hired through this RFP process, if required.
