



GOVERNMENT OF INDIA
Ministry of Electronics & IT(MeitY)

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

AADHAAR

Unique Identification Authority of India (UIDAI)
Tower II, III Floor, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110 001



INVITATION TO BID & INTRODUCTION

1.1 Invitation to Bid

1.1.1. The Chief Executive Officer (CEO), UIDAI on behalf of the Unique Identification Authority of India invites online proposals from Advertising and Creative Agencies vide this RFP dated 19.12.2017 for Request for Empanelment (RFE) of Advertising and Creative Agencies, specific to Aadhaar project through CPP Portal <https://eprocure.gov.in/eprocure/app>.

1.1.2. This document consists of 5 sections as mentioned below:

Section I. Invitation to Bid and Introduction

Section II. Instructions to Bidders

Section III. Scope of Work

Section IV. General and Special Conditions of Contract

Section V. Annexure

1.1.3. The response to this RFE should to be submitted on or before the date/time specified as per the Schedule for RFP given at 1.1.6 below and at the address for communication given at 1.1.8.

1.1.4. The UIDAI reserves the right to reject any or all the bids in whole or part, prior to signing of the agreement, without assigning any reasons, whatsoever.

1.1.5. This "Invitation to Bid" is non-transferable under any circumstances.

1.1.6. Schedule of RFE:

Published Date	19.12.2017 at 1730 hrs
Pre-Bid Meeting	28.12.2017 at 1500 hrs
Submission of Clarification, if any	29.12.2017 on or before 1800 hrs
Clarification / corrigendum to be uploaded on the CPPP Portal if any	02.01.2018 at 1730 hrs
Bid Submission Start Date	20.12.2017 at 1000 hrs
Bid Submission End Date	06.01.2018 at 1800 hrs
Technical Bid Opening Date	08.01.2018 at 1200 hrs
Presentation for Technical Evaluation	Will be communicated later

1.1.7. Submitted technical proposals will be opened online on the time and date specified at Clause 1.1.6. The schedule for Presentations to be made as part of the Technical Evaluation will be communicated at a later date.

1.1.8. Address for Communication:
Shri Harish Lal Verma, Deputy Director
Unique Identification Authority of India
Ministry of Electronics and IT (MeitY)
Tower II, 3rd Floor, Jeevan Bharati Building
Connaught Circus, New Delhi 6 110 001
Email: harish.verma@uidai.net.in

1.1.9. Bid documents should be prepared and submitted as per the Bid Preparation and Document Checklist described in Annexure III not later than the date and time specified in Schedule. Bids submitted after last date and time of submission will be rejected summarily.

TABLE OF CONTENTS
PROPOSAL FOR EMPANELMENT OF ADVERTISING AND CREATIVE AGENCIES
FOR MULTI-MEDIA CAMPAIGN OF UIDAI

SECTION I: Background	5-7
SECTION II: Campaign requirements	
2.1 Purpose	8
2.2 Target Audience	8
2.3 Objectives	8
2.4 Scope of Work	8-9
SECTION III: Eligibility criteria	9-11
SECTION IV: Evaluation and empanelment mechanism	
4.1 Evaluation process	11-13
4.2 Empanelment	13
4.3 Allocation of Work	14
4.4 Process of de-empanelment	14
SECTION V: General Conditions	
5.1 Processing Fee/EMD	15
5.2 Performance Bank Guarantee (PBG)	15
5.3 Penalties	15
SECTION VI: General Terms and Conditions of Agreement	
6.1 Nativity	15
6.2 Relationship	15-16
6.3 Right to rejection and Right to annulment	16
6.4 Obligations	16
6.5 Fraud and Corruption	16
6.6 Confidentiality	17
6.7 Governing Language	17
6.8 Applicable Law	17
6.9 Jurisdictions	17
6.10 Frequency of Empanelment Process	17
6.11 Advertising and Promotion	17
6.12 Indemnity	17
6.13 Termination / Withdrawal	17-18
6.14 Single application only	18
6.15 Amendment	18
6.16 Disclaimer	18
6.17 Binding Clause	19
6.18 Agency's Integrity	19
6.19 Agency's Obligations	19
SECTION VII: Specific Terms and Conditions	19
ANNEXURE I: Declaration (on the respondent's letterhead)	20
ANNEXURE II: Qualification Criteria	21-22
ANNEXURE III: Checklist for submission of response to the RFE	23

SECTION I: Background

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

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

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

UIDAI's Vision:

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

UIDAI's Mission:

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

1.2 Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

i. Registration

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

ii. Searching for tender documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective **My Tenders** folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

iii. Preparation of bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use **My Space** or **Other Important Documents** area available to them to upload such documents. These documents may be directly submitted from the **My**

Spaceö area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

iv. Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. The technical samples i.e. a presentation on the Concept note of the film, tentative script of the films in the mini-series along with work experience (films and work order/completion certificate)as explained in Section III need to be submitted at the address for Communication given in Clause 1.1.9 before last date and time of online submission of bids.
- 3) Bidder has to select the payment option as öofflineö to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) The server time (which is displayed on the biddersø dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) Upon the successful and timely submission of bids (ie after Clicking öFreeze Bid Submissionö in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

v. Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4001005](tel:0120-4001005).

SECTION II: Campaign Requirement

2.1 Purpose

Although Aadhaar enrolments are progressing at a steady pace, across the country, with over 118 crore Aadhaars generated as on first week of October, 2017, there is still a great need to communicate to Residents of India about the benefits of Aadhaar and the role it can play in their day-to-day life. A well-thought out awareness campaign is required to educate people about the Aadhaar enrolment process and its benefits. Also, residents who have enrolled need to be educated about the various Aadhaar-based applications and how they can utilise the Aadhaar platform, to avail services with ease.

A project of this scale with a special focus on BPL/marginalized segments of the society requires the creation of a well-planned and detailed multi-media communication strategy and thorough execution on a pan-India basis that can help meet the objectives of the program. It is therefore imperative that consistent messages are conveyed across all communication media.

2.2 Target Audience

- Residents at large
- State Governments/Registrars
- Enrolling Agencies
- Other stakeholders

2.3 Objectives

The main objectives of Aadhaar multi-media campaign are as follows:

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

2.4 Scope of Work

2.4.1. The empanelled agencies would focus on implementing a national level communication strategy so that customised messages such as Aadhaar's benefits, its utility and applications, reach different segments of the ecosystem. To fulfil this objective, the agencies will provide services related to Aadhaar's strategic marketing communication needs in the areas of creative production for mediums such as print, electronic & digital; media planning etc.

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

2.4.2.1. TV advertisements/ radio jingles / short films / documentaries: Audio-visual IEC material, including but not limited to the following may be produced:

- Television commercials on various features and benefits of Aadhaar
- Short-films on key processes, features, achievements including explainer videos, animation and white board films.
- Radio spots and jingles
- Innovative interactive programs on television or radio

2.4.2.2. Print/Display advertisements: The Agencies may be asked to design print/display creatives in various languages as per the Eighth Schedule of the Constitution of India, for various media activities as per the requirement of the UIDAI Headquarters. The list of activities would include but not be limited to the following:-

- Advertisements in print media, internet portals, etc
- Information material: pamphlets, leaflets, brochures, banners, etc.
- Outdoors: posters, handouts, banners, hoarding, display panels, etc.
- IEC material for other needs such as training, etc.
- Translation and adaptation of creatives in regional languages as per the requirement of UIDAI.

2.4.3. Development of other IEC Material: Development of other IEC print materials for outdoor publicity like, booklets, folders, leaflets, posters, calendars, diaries, advertisements in railway reservation tickets, electricity and gas bills, postal stationeries, etc. Creation of complete Aadhaar brand identity templates, kits and manuals, etc. for use across situations and by Registrars, Enrolling Agencies and other UIDAI partners.

2.4.4 Media planning: The agencies may be asked to prepare media lists, comprising suitable newspapers, magazines, television channels, radio stations, etc., keeping in view the need and relevance of advertisement message and the target audience.

2.4.5 The empanelled agencies will be required to obtain permissions/licenses/ clearances from the concerned regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material.

SECTION III: Eligibility criteria

3.1. UIDAI may empanel upto five agencies under this RFE. A maximum of one position among the five empanelled agencies may be reserved for an agency which falls under MSME category. However, if the bidder under MSME category fails to qualify technically, that position will be filled by any other entity from the general pool of bidders who have responded to this RFE.

3.2 The RFE can be responded to only by registered business entities that are in the business of providing advertising, creative and media related marketing services and have their registered/head /branch office in Delhi/NCR as per latest INS book. The firm should also be an accredited member of the Indian Newspaper Society (INS) since the last five years ending FY 2016-17.

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

3.4. The business entity must be incorporated under any of the following Acts - The Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 or the Companies Act 1956. **Proprietorship firms need not apply.**

3.5. The agency should be empanelled with DAVP as a multi-media creative agency. The documentary evidence submitted as proof of empanelment with DAVP should clearly

indicate that the agency is empanelled with DAVP as a Multi-Media Advertising Agency (ref: http://www.davp.nic.in/MMCreative_Agencies.html) as on the date of publication of this RFE and should be in the name of the firm which is applying for empanelment with UIDAI through this RFE. The Agency's should ensure that its empanelment with DAVP should remain valid throughout its empanelment with UIDAI.

3.6. The agency should have clocked an annual turnover of Rs.100 crore per annum from advertising and communication business since last three financial years, ending FY 2016-17.

3.7. The agency should have provided creative (print + electronic), design, brand management and media related marketing services. 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.

3.8. The agency also needs to have handled at least three accounts of billing size not less Rs. 2 crore each, in each of the last two years, ending FY 2016-17. Proof of the same (work orders) may be included in the documents that are to be submitted (as per Annexure II. Sample creative work done for such clients should also be provided as per Annexure II.

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

3.10 For agencies applying under MSME category, the following modifications in eligibility criteria may be note:

(i) Any agency which bids under the MSME category shall be exempt from Clause 3.5 i.e. having an annual turnover of Rs.100 crore per annum from Advertising business since last three financial years ending f FY 2016-17.

(ii) However to claim exemption stated in (i) above, the bidder will necessarily need to provide a valid certificate from NSIC or any other relevant issuing authority declaring the said agency to be a registered MSME business entity involved in the Advertising business). The certificate should be valid at least three months from the bid submission end date and should remain valid through the tenure of empanelment.

(Note: Application forms/Acknowledgements submitted or received during course of MSME Certification will not suffice; the Firms will need to submit relevant certificates to prove MSME status.)

(iii) All other clauses i.e. Clause 3.2, 3.3, 3.4, 3.5, 3.7, 3.8, 3.9, 3.11 & 3.12 shall apply.

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

- 1 Covering letter on agency's letterhead
- 2 Five best Creatives utilised in print campaigns in the last three years
- 3 Show reels of five best TV commercials, short-films produced in the last three years
- 4 Declaration in the format as given in **Annexure I**
- 5 Documents to be submitted in lieu of fulfilment of Qualification criteria as given in **Annexure II**
- 6 Checklist in the format as given at **Annexure III**
- 7 Any other supporting information that is relevant to proposal
- 8 For MSME category: Certificate as explained in Clause 3.10

The entire response to the RFE should be indexed and properly marked. The response to RFE (eligibility documents, print creatives, etc.) should be uploaded in PDF format (signed

on every page). Showreels of audio-video work is to be submitted in one pendrive only before last date of submission, at the address mentioned in Clause 1.1.8.

3.12 Disqualifications

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

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

SECTION IV- Evaluation and Empanelment Mechanism

In order to empanel advertising and creative agencies, the UIDAI Headquarters will constitute an Evaluation Committee to evaluate the submitted bids. During evaluation of proposals, UIDAI may at its discretion, ask the bidders for any clarification on their applications. The process for empanelment is as given below:

4.1 Evaluation process:

4.1.1 Scrutiny of bids will be done by the Evaluation Committee as per the eligibility criteria mentioned in SECTION III to determine whether the documents submitted are in proper order as per the requirement of the RFE. The Evaluation Committee can seek additional information from the applicants, if needed. Responses to the RFE, which do not conform to eligibility criteria mentioned in Section III, will be rejected.

4.1.2 The committee will short-list agencies, on the basis of documents submitted (as explained in Clause 4.1.1 above).

4.1.3. **Technical Evaluation:** The short-listed agencies will be called to make a presentation on an IEC campaign for Aadhaar based on the following brief. The presentation may also include, sample advertisements, new ideas, etc. that the short-listed agencies can use to demonstrate their understanding of the brief as well as exhibit their creative strength.

Based on the scoring on the presentation made by the agencies, the committee will empanel up to five agencies. A maximum of one agency may be selected from the MSME category provided the bidder has produced valid certificate from NSIC or any other relevant issuing authority stating it is an MSME entity involved in the business of advertising and communication and also provided the said bidder fulfils all other eligibility requirements as explained in Clause 3.10. If eligible agency is not found under the MSME category the same shall be empanelled from the other eligible agencies.

Two more agencies will be short-listed from the list of bidders (based on their technical scores), who may be kept in reserve. In case of de-empanelment of any agency or agencies from its original empanelment list, UIDAI reserves the right to call one or more of the short-listed bidders for empanelment.

4.1.4 Brief for presentation

A. The aim of the Media Strategy will be to position Aadhaar as India's online digital ID, which has become a tool of empowerment for all residents of the country. Some of these goals are listed below:

- Position Aadhaar as a tool of empowerment which has helped people effectively prove their identity anytime, anywhere.*
- Dissipate negative perceptions and rumours being spread by motivated parties about Aadhaar.*
- Educate people about the benefits of using Aadhaar and the various features of Aadhaar that can help them access services easily.*
- 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.*
- *Assure stakeholders and the public in general about the resilience of the technology infrastructure.*

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

- **The population at large**, comprising of over 119 crore* residents who have an Aadhaar, and the ones who still haven't enrolled will be the target groups. The people who have an Aadhaar will be encouraged to use Aadhaar to access services as a safe, secure and robust proof of identity. The ones who don't will need to be encouraged/motivated to enrol for Aadhaar at the earliest. (*till November 2017)
- **Central and State Government Departments and Public Sector Undertakings** - The thrust of the communication to this target group would be to help them use Aadhaar as per provisions of the Aadhaar Act and various rules and regulations laid out by UIDAI in that regard.
- **Corporate sector** ó The communication will focus on improved business efficiency and customer delight as a result of using Aadhaar. In particular financial institutions, telecom companies and large corporate houses will be targeted.
- **Regulatory Authorities** ó The communication will highlight how Aadhaar enhances compliance with regulatory provision.
- **UIDAI eco-system partners** ó 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** ó The aim would be to make them appreciate the transformational potential of Aadhaar.

C. The UIDAI proposes to use a multimedia strategy covering print, electronic, and outdoor media to achieve its Communication objectives.

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

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

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

- Enrolment of over 119 crore residents (till November 2017) in 7 years with no time or cost overruns.

- Successful application of Aadhaar for various Government and Non-Governmental services including disbursement of social security benefits like Pension and Scholarship, MGNREGA wages, streamlining of Public Distribution System (PDS), etc.
- Use of Aadhaar for authentication by banks and financial transactions, payment of LPG subsidy, opening of bank accounts, insurance policies, *Jeevan Pramaan*, capital market transactions, use for Railway reservations, entry into airports, proof of identity and address for passport and other uses for Central and State Government services.

4.2 Empanelment

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

4.3 Allocation of Work

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

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

UIDAI reserves the right to ask the agency to re-work on the creative/script/storyboard as many times till the work is approved. The final output would also be approved by competent authority before release. Such creative outputs will be the sole property of the UIDAI and UIDAI will be free to use or modify it at its sole discretion. The CEO, UIDAI will be the final authority for the selection of creative design/scripts/storyboards.

4.4 Process of De-empanelment

UIDAI reserves the right to de-empanel an agency or agencies from the list of empanelled agencies if the agency or agencies has consistently not performed as per the quality criteria of UIDAI (in terms of design of creative content and quality of content), has not been meeting project deadlines, has not responded to UIDAI's requests in time, or has violated any of the terms listed in this RFE document or Agreement of Empanelment signed with UIDAI.

In such cases, where UIDAI de-empanels an agency or agencies, UIDAI may choose upto two agencies from the list of short-listed bidders in terms of their actual evaluation scores to take the place of the originally empanelled agency/agencies.

SECTION V: General Terms & conditions

5.1 Processing Fee/EMD

The application complete in all respects, should be submitted along with separate demand drafts of Rs.1,000/- (non-refundable), as processing fee and demand draft of Rs. 50,000/- (refundable) as Earnest Money Deposit (EMD) drawn in favour of Unique Identification Authority of India, New Delhi payable at New Delhi.

5.2 Performance Bank Guarantee (PBG)

The successful agency shall at its own expense deposit with UIDAI, within a week of the date of notice of empanelment or prior to signing of the agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs. 2 lakh (Rupees two Lakh only) from a nationalized bank or in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee with lien marked to Unique Identification Authority of India, New Delhi. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months of the period of empanelment.

5.3 Payment

5.3.1 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. UIDAI releases all advertisements (print, electronic, digital & outdoor) through DAVP only.

5.3.2 In cases, where there are no DAVP rates for a particular type of work, then a tender will be floated as per the extant provisions of GFR 2017 and instructions issued by Ministry of Finance for execution of such work.

5.4 Penalties

5.4.1 In case of delay in execution of the assigned work by the agency, UIDAI may impose a penalty of 0.5% of the project value per day or part thereof of delay. If the delay is beyond 2 weeks then UIDAI may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. UIDAI may also debar and blacklist the agency for applying in future tenders/empanelment.

5.4.2 If any of the services performed by the agency fails to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interaction with UIDAI), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the consultant/agency and UIDAI decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the agency. This shall be without prejudice to other remedies available under law and this agreement with UIDAI.

SECTION VI: General Terms and Conditions of Agreement

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

6.1 Nativity

The organization must be incorporated in India as per details given under 3.1.

6.2 Relationship

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the UIDAI and the applicant. No partnership shall be constituted between UIDAI and the applicant by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

6.3 Right to rejection and Right to annulment

UIDAI reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

6.4 No obligation

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

6.5 Fraud and Corruption

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

UIDAI will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by UIDAI of having engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of UIDAI or any personnel in during the tenure of empanelment.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UIDAI, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive UIDAI of the benefits of free and open competition.

- (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the UIDAI, designed to establish prices at artificial, non-competitive levels;

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

6.6 Confidentiality

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of his/her application.

6.7 Governing Language

All documents relating to agreement shall be written in English Language.

6.8 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

6.9 Jurisdiction of Courts

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

6.10 Frequency of Empanelment

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

6.11 Advertising and Promotion

The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by UIDAI from time to time (For present guidelines please visit <http://uidai.gov.in/images/commdoc/logo%20guidelines.pdf>)

6.12 Indemnity

The applicants will indemnify UIDAI against any misuse of UIDAI Name, Brand Name ó AADHAAR, Logo and Tagline. For any misuse of UIDAI name and logo, the applicant themselves will be held responsible. UIDAI will take necessary legal and other actions for such cases. UIDAI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

6.13 Termination / Withdrawal

- a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b. UIDAI reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - i Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - ii Information provided to UIDAI is found to be incorrect;
 - iii Empanelment conditions are not met within the specified time period;
 - iv Misleading claims about the empanelment status are made;
 - v Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;
- c. If the agency does not execute the contract to the satisfaction of the UIDAI then the UIDAI may invoke any or all of the following clauses.
 - (i) Forfeit the Performance Guarantee Amount
 - (ii) Terminate the contract without any liability of UIDAI towards the empanelled agency.

6.14 Only one application

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

6.15 Amendment

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

6.16 Disclaimer

- (i) This RFE is not an offer by the UIDAI, but an invitation to receive responses from eligible interested applicants as creative advertising agencies for the UIDAI. UIDAI will empanel limited applicants who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.
- (ii) The evaluation shall be strictly based on the information and supporting documents provided by the applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by UIDAI is not provided by applicant, UIDAI may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

6.17 Binding Clause

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

6.18 Agency's Integrity

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

6.19 Agency's Obligations

- a. The Agency is obliged to work closely with the UIDAI's staff, act within its own authority and abide by directives issued by the UIDAI.
- b. The Agency will abide by the job safety measures prevalent in India and will free the UIDAI from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the UIDAI responsible or obligated.
- c. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour.
- d. The Agency will treat as confidential all data and information about the UIDAI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the UIDAI.

SECTION VII: Specific Terms and Conditions

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

7.2 The advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to UIDAI's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.

7.3 The agency should be able to execute order at short notices and even on holidays.

7.4 Agency should have resources with proficiency and proof-reading facilities in all Scheduled Indian Languages

7.5 Selection of artwork will be entirely on UIDAI's discretion

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

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

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

7.9 UIDAI also reserves the right to employ any agency outside of the list of empanelled agencies.

ANNEXURE I: Declaration (on the respondent's letter head)

DECLARATION

- i. I, _____ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from empanelment.
- ii. I permit UIDAI to inspect my records to ascertain the above facts.
- iii. I permit UIDAI to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by UIDAI, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of UIDAI regarding empanelment.
- vi. I have read & understood the RFE and agree to all the terms & conditions stated therein.

Signature

Full name and designation:

Date:

(Seal of organisation)

ANNEXURE II: List of documents to be submitted to meet Eligibility Criteria mentioned in Section III:

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 as a multi-media creative agency. The documentary evidence submitted as proof of empanelment with DAVP should clearly indicate that the firm is empanelled with DAVP as on the date of publication of this RFE and should be in the name of the firm which is applying for empanelment with UIDAI through this RFE.		
3	INS Accreditation	Please submit document confirming INS accreditation since last five years (ending FY 2016-17)		
4	Financial Turnover as per audited balance sheet duly certified by Chartered Accountant/ Statutory Auditors (Mention only turnover from advertising and communication business)	FY 2014-15	FY 2015-16	FY 2016-17
		Submit the audited Balance Sheet		
5	Head office/Branch office in Delhi/NCR basis INS	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, GoI or by Ministry of Commerce, GoI that is current as on the last date of	Submit a declaration duly signed by authorised signatory		

8.	MSME Certification	Submit Certificate from NSIC or any other relevant issuing authority declaring the said agency to be a registered MSME business entity involved in the Advertising business). The certificate should be valid at least three months from the bid submission end date and should remain valid through the tenure of empanelment. (Note: Application forms/Acknowledgements submitted or received during course of MSME Certification will not suffice; the Firms will need to submit relevant certificates to prove
----	--------------------	---

9. Attach the following:

- Five best print creative work in last 3 years, ending FY 2016-17
- Five best TV commercials/short-film produced in last 3 years ending FY 2016-17.

10. Details of at least three accounts of billing size not less than Rs.2 crore each, handled in each of the last two years ending FY 2016-17.

Sl. No.	Name of the Client	Sector	Type of work	Value of work

11. Office locations

	Metro City & Other Tier cities	Address
1		
2		
3		
4		

Signature _____ .

Certified By, in the capacity of _____

Duly authorized to sign Proposal for and on behalf of _____ ..

Date _____ ..Place _____

ANNEXURE III: Checklist for Submission of Response to RFE

Description	Detail	Y/N
Eligibility Documents	Certificate of Registration/Incorporation. PAN & Service Tax Registration	
	Proof of Empanelment with DAVP	
	INS Accreditation for the last five years ending FY 2016-17	
	Certified Annual Turnover of at least Rs. 100 crores per year for last 3 three years ending FY 2016-17	
	Proof of Presence in Delhi/NCR as per latest INS Handbook	
	Dedicated team to service UIDAI (CVs of the team intended to be deployed)	
	Proof of past work (print, electronic, outdoor etc.)	
	A declaration stating that agency has not been blacklisted/debarred/suspended/ banned from business dealings by Ministry of Planning, GoI or by Ministry of Commerce, GoI that is current as on the last date of filing of responses to this RFE	
	MSME Certificate	
	Duly signed Annexure I	

Note: All documents including annexure must be properly marked and sealed. The response to RFE should be uploaded in PDF format (signed on every page). Creatives (print + electronic) may be submitted at address mentioned in Clause 1.1.8. In case of any discrepancy, the signed version which has been uploaded will prevail.

Signature _____ .

Certified By, in the capacity of _____

Duly authorized to sign Proposal for

And on behalf of _____ ..

Date _____ ..

Place _____ .

ANNEXURE IV: Terms and Conditions of Agreement

1. The empanelment shall be initially for one year from the date of empanelment. UIDAI reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment on the same terms & conditions.
2. The servicing team of the agency must be available to UIDAI Headquarter, New Delhi as and when required by UIDAI.
3. All the work/project relating to the scope of work will be executed at DAVP rates or based on limited tender floated amongst empanelled agencies.
4. The empanelled agencies will have to obtain permission/license/ clearance from the concerned regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material.
5. UIDAI will sign an empanelment agreement separately with the agencies. After signing of the agreement, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
6. In cases, where there are no DAVP rates for a particular type of work, then a limited tender will be floated amongst the empanelled agencies for execution of such work.
7. A separate work order will be given to the selected agency for each project. The selected agency shall not assign the project to any other agencies, in whole or in part, to perform its obligation for fulfilling the project.
8. 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 day or part thereof of delay. may be imposed by UIDAI. If the delay is beyond 2 weeks then UIDAI may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. UIDAI may debar and blacklist the Agencies for applying in its future empanelment also.
9. If any of the services performed by the Agencies fail to conform to the specifications of a assigned project or in the event of failure of a project due to indifferent (such as inadequate interaction with UIDAI), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Consultant/Agencies and UIDAI decides to abort the specific project because of such failure, then a sum up to 50% of the value of the project shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with UIDAI.
10. The successful agencies shall at its own expense deposit with UIDAI, within a week of the date of notice of empanelment or prior to signing of the agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs. 2 lakhs from a nationalized bank in the form of Fixed Deposit Receipt (FDR) with lien marked to Pay & Accounts Officer, UIDAI, New Delhi. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months of the period of empanelment.
11. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the UIDAI and the applicant. No partnership shall be constituted between UIDAI and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party

or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

12. The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to UIDAI's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
13. UIDAI will de-empanel the empanelment, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
 - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of UIDAI or any personnel in contract executions.
 - (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UIDAI, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non competitive levels and to deprive UIDAI of the benefits of free and open competition.
 - (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
 - (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
 - (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the UIDAI, designed to establish prices at artificial, non-competitive levels; UIDAI will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.
14. 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.
15. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
16. The advertisement and marketing material (posts, marketing brochure and postal letters etc.) used by the agencies shall be in accordance with the guidelines laid down by UIDAI from time to time.
17. 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.
18. 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.
19. Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
20. UIDAI reserves the right to withdraw/ terminate empanelment in any of following circumstances:
 - a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - b) Information provided to UIDAI is found to be incorrect;
 - c) Empanelment conditions are not met within the specified time period;

- d) Misleading claims about the empanelment status are made;
 - e) Clear evidence is received that there is breach of copyright;
21. If the agency does not execute the contract to the satisfaction of the UIDAI then the UIDAI may invoke any or all of the following clauses.
 - a) Forfeit the Performance Guarantee Amount
 - b) Terminate the contract.
 22. 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.
 23. All decisions taken by the UIDAI regarding empanelment shall be final and binding on all concerned parties.
 24. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
 25. 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.
 26. 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.
 27. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
 28. 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.
 29. UIDAI will have right to drop any agency from the empanelled list without assigning any reason whatsoever. UIDAI also reserves the right to modify the term and conditions of empanelment.
 30. The agency should be able to execute order at short notices and even on holidays.
 31. Agency should have resources with proficiency and proof reading facilities in multiple Languages as per Eighth schedule of Constitution of India.
 32. Selection of artwork/creative will be entirely on UIDAI's discretion. Artwork/creative once selected will be the property of UIDAI and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission/fees/royalty. The Agency has to provide original soft copy of open file to UIDAI. The agency cannot use the concept, artwork, picture, film and jingle for other clients once UIDAI selects it.
 33. UIDAI reserves the right to make necessary modification to the selected artwork, concept, etc.
 34. Agency will be responsible for transportation of material across India, if required by UIDAI.
 35. UIDAI also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.

Format for Performance Security Deposit

Weblink:

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

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

**Performance Bank Guarantee
(To be stamped in accordance with Stamp Act)**

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

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

Dear Sirs,

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

2. We [redacted] (Name & Address of Bank Branch) having its Head office at [redacted] (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Agency merely on a demand from the Client stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between

