



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

**NOTICE INVITING TENDER
FOR HIRING OF AGENCY FOR MEDIA MONITORING**

1. Sealed bids are invited in separate envelopes for Technical and Financial bid proposals from Agencies that can provide professional services for media monitoring on retainership basis.
2. Bids must be submitted at the UIDAI Headquarters in **one envelope** marked as 'Bid for Media Monitoring for UIDAI' containing **four separate sealed envelopes**: 'Technical Bid for Media Monitoring for UIDAI', 'Financial Bid for Media Monitoring for UIDAI', Earnest Money Deposit demand draft of Rs. 50,000/- and "Processing fee of Rs.100/- towards Media Monitoring for UIDAI".
3. The sealed envelopes should reach UIDAI by **12/01/2015 by 1500 hours** addressed to:

**Assistant Director General (Media)
Unique Identification Authority of India (UIDAI)
2nd Floor, Tower II, Jeevan Bharati Building
Connaught Circus
New Delhi 110001.**

4. The interested agencies are required to download the free of cost bid document from our website <http://uidai.gov.in> or obtain it from UIDAI Headquarters at the above mentioned address.
5. Bid Processing Fee: All bidders are required to pay non-refundable bid processing fee of Rs. 100/- (Rupees One hundred only) in the form of a Demand Draft in favour of 'PAO, UIDAI, New Delhi' along with the bid.

6. Earnest Money Deposit (EMD): An EMD of Rs. 50,000 (Rupees Fifty Thousand Only) in the form of a demand draft drawn in favour of 'PAO UIDAI, New Delhi' should be submitted along with the Technical Bid. Proposals not accompanied by EMD will be treated as non-responsive and rejected. No interest shall be payable on the EMD. The EMD of the unsuccessful bidders would be returned within 2 months of the signing of the contract.
7. Bids received after the due date and time and without EMD and processing fee will not be accepted.
8. Agencies may send one representative each on their behalf to be present at the opening of sealed envelopes on the same day after the submission time is over, i.e. at **1505 hrs on 12/01/2015**.
9. Agencies may contact ADG (Media) for any clarification related to this bid request latest by **1700 hrs on 02/01/2015**.
10. UIDAI reserves the right to cancel this process at any stage and any point of time without assigning any reason thereof.
11. Important dates:

S No.	Activity	Date
1	Last date for submission of queries	By 1700 hrs on 02/01/2015
2	Last date for submission of bids	By 1500 hrs on 12/01/2015
3	Date and time for opening of technical bids	At 1505 hrs on 12/01/2015

Assistant Director General (Media)
UIDAI, HQ
New Delhi.



**Unique Identification Authority of India
Planning Commission, Government of India
3rd Floor, Tower II, Jeevan Bharati Building,
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BID DOCUMENT FOR HIRING OF AGENCY FOR MEDIA MONITORING

1. PURPOSE

To prepare a media monitoring report on daily basis and post it online to the UIDAI officials as per the list provided by the UIDAI (Media Division) time to time. The Agency shall also provide Newspaper Clippings/ Clips of Electronic coverage as and when asked for within the specified time limits.

2. SCOPE OF WORK

The Scope of Work would be as follows:

- a. The Agency shall conduct a comprehensive media search on daily basis and present an update report within prescribed time limits in soft copies on appropriate news reports and content with regards to UIDAI, Aadhaar and other related issues as per the requirements of UIDAI. Hard copies of specific news reports/clippings/tracks/content should be provided on demand to UIDAI within the time period specified.
- b. The summary of daily reportage with regard to print media along with the published clippings should be sent in .jpeg/.pdf format.
- c. The Agency shall provide daily update on electronic/web/digital/ social media tracks/clips and CD/DVD of the same shall be provided on demand within the specified time.

d. The update must be a detailed report covering the entire gamut of media that will includes but not limited to, as per UIDAI's specifications:

i. Print:

a) At least 125 national, regional and vernaculars dailies (English, Hindi and regional languages).

b) At least 25 magazines including news magazines: weekly, fortnightly and monthly/bi-monthly issues.

ii. Electronic: 30 National and Regional TV news channels.

iii. Digital/Online/Social media: Online news & magazines, facebook, twitter, blogs, micro sites, social network sites, etc.

e. The Agency shall also present a quarterly and annual SWOT (Strength, Weaknesses, Opportunities and Threats) analysis report based on daily news coverage/updates to enable UIDAI to develop necessary media strategies for media management.

f. The Agency shall submit the following reports daily by the time specified as below:

Activity Report	Delivery Time
1. Update Report on Print Media along with list of news and publications	Daily by 0900 hrs.
2. Update on Electronic Media along with list of news and Channel	Daily by 1300 hrs.
3. Update on Online/Digital & New Media	Daily by 1300 hrs.
4. Final Report including National & Regional updates and web news	Daily by 1600 hrs.
5. Quarterly SWOT Analysis of Media reports	First Monday of every Quarter from the date

	of award of the contract.
6. Annual SWOT Analysis of Media reports	Second Monday of the 11 th month from the date of the award of the contract.

- g. The Agency must provide the translation facility from regional languages to English and Hindi. Translation of news reports/content from regional languages should be provided within one working day from the date of publication of the report in regional media.
- h. The Agency shall provide UIDAI a data CD/DVD with the archive of the news reports at the end of the year before the final payment.

3. ELIGIBILITY CRITERIA

Bidder Agencies must conform to the eligibility criteria as described below and shall submit all relevant documents in support of their eligibility claims including the processing fee, failing which the bid would be summarily rejected:

- a. The Agency must have its contact office in Delhi/NCR region and necessary network/infrastructure setup/staffing to accomplish effective Media Monitoring and Reporting on daily basis.
- b. A partnership Agency must submit the partnership agreement along with the details of its partner/s with respect to para 3(a) and such other relevant details as of assignments handled together.

- c. The Agency must have an annual turnover of above Rs. 1 crore in the last three financial years each ending with FY 2013-14. Copies of audited balance sheets for last 3 financial years attested by the authorized signatory must be submitted as evidence of claim along with the bid.
- d. Evidence of at least three years of experience in the field of media monitoring and analysis for a Ministry or Department of the Government of India.
- e. The Agency must have successfully completed at least three work orders of similar scope in the past two years of the value of Rs. 10 lakhs each.
- f. The Agency shall not have been blacklisted to work with any Ministry or Department of the Government of India.

4. EVALUATION CRITERIA

Evaluation of the bid document will be carried out by a Bid Evaluation Committee. Eligible bids will be put through Quality cum Cost Based System (QCBS) method as illustrated in Annexure-D. In QCBS, a weighted composite final score will be calculated on the basis of separate evaluations of the Technical Bid (60% weightage) and the Financial Bid (40% weightage).

5. GENERAL TERMS & CONDITIONS

The general terms and conditions would be as follows:

- a. The initial contract will be for one year, extendable on the satisfactory performance for a further period of one year at a time but not more than twice on mutual agreement. During the period of such extensions, the terms and conditions of the contract will not be changed.

- b. The selected Agency will have to deposit Performance Security Deposit of Rs.1,00,000 (Rupees One Lakh only) as per the format provided in the Procurement Manual of UIDAI in the form of Account Payee Demand Draft or Bank Guarantee issued by a reputed Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the 'Pay & Accounts Officer, UIDAI, New Delhi'.
- c. No advance payment will be made to the Agency for any assigned work under any circumstances.
- d. In case it comes to the notice of UIDAI that news reports/media clippings regarding the organisation and its related activities have not been reported on the same day to UIDAI the Agency will be penalized for such faults as per the following parameters:
 - (i) First fault: warning and 2% of the monthly retainership fee.
 - (ii) Second fault: warning and 4% of the monthly retainership fee.
 - (iii) Third fault: Cancellation of the contract.
- e. Except with the prior written consent of the UIDAI, the Agency shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency make public any such information gathered in the course of, or as a result of, the Services.
- f. In the event of a dispute between the Agency and the UIDAI, the decision of the Director General, UIDAI shall be final and binding.
- g. The UIDAI reserves the right to reject any application at any stage of bidding without assigning any reason whatsoever.

FORMATS FOR BID PROPOSALS

Prospective bidder Agencies shall submit their Technical and Financial proposals in the formats as mentioned in the Annexure A and B and in the Checklist (Annexure-C). Annexure to the RFP are as follows:

1. Technical Bid Format (Annexure-A).
2. Financial Bid Format (Annexure-B).
3. Checklist (Annexure-C).
4. Evaluation Methodology (Annexure-D).
5. Draft Agreement (Annexure-E).
6. Performance Security Deposit (Annexure-F).

TECHNICAL BID FORMAT

1. Every document submitted in support of the bid proposal must be self attested and signed with seal and shall be numbered.
2. The Check list must be properly fulfilled and signed with seal. Page number shall be marked against each item in the Check list.
3. The Technical bid will be evaluated on the following three parameters as per the indicated weightage:

3.1 Profile of the Agency (25 Marks)

- 3.1.1 Name and contact details of the Agency.
- 3.1.2 Type of the Agency (proprietorship /partnership or company) with the Agency/company's Registration Certificate.
- 3.1.3 Brief Organizational & Management profile.
- 3.1.4 Network (whether having own office or affiliate offices) in the State Capitals / Metro/Major cities. **(10 Marks = 1 Mark each for own office and 0.5 mark for each affiliate office)**
- 3.1.5 Infrastructural setup/technical support (number of computers, scanners, broadband facilities, etc. in each of its offices across the country). **(10 Marks).**
- 3.1.6 Manpower Available (number of employees engaged for the project). **(5 Marks).**

3.2 Services (60 Marks)

- 3.2.1 Format/sample of daily news update and the assessment reports and SWOT reports. **(5 Marks).**
- 3.2.2 Media Database: Lists of important newspapers, magazines, TV Channels and websites/new media that will be tracked/monitored daily on pan-India basis (Print media having a circulation of at least 50,000 (as per DAVP database) or having more than 5 city editions

shall be considered as important. Magazines empanelled with DAVP would only be counted. At least 20 TV Channels of national reach and 10 regional Channels shall be listed besides the new media and online and digital coverage/websites. **(35 Marks)**.

3.2.3 Number of cities that would be media monitored daily by the Agency. **(5 Marks)**.

3.2.4 Translation facilities. **(10 Marks)**.

3.2.5 Availability and periodicity of Archive facility. **(5 Marks)**.

3.3 Work Experience (15 Marks)

3.3.1 Relevant Experience with summaries of previous projects completed of similar scope of work. At least three work orders of previous assignment of similar scope in the past two years of the value of Rs. 10 lakhs each. Provide self-attested copies of work orders as evidence. **(9 Marks)**.

3.3.2. Attested appreciation/experience certificate by the client on their letterhead regarding successful and satisfactory completion of such assignments. **(6 Marks)**.

FINANCIAL BID FORMAT

The charges for each component without any conditionality should be indicated clearly in tabular form given below:

Media Monitoring

S. No.	Items	Monthly Rates (in Rs.)
1	Charges for monitoring 125 newspaper dailies across major 50 cities and having circulation of at least 50,000 per day (as per DAVP records)	
2	Charges for monitoring 25 magazines including News magazines (Weekly, fortnightly, monthly and bimonthly)	
3	Charges for monitoring 30 National and Regional TV news channels (20 National and 10 Regional) :	
4	Charges for monitoring 25 websites/digital and online media/ new media: Online news & magazines, facebook, twitter, blogs, micro sites, social network sites, etc.	
5	Charges for SWOT Analysis Media Reports (Quarterly & Annual)	
6	Charges for Archiving facility with periodicity	
7	Charges for CDs (as on demand for Electronic media/Tracks)	
8	Charges for translation (per word), irrespective of languages	
	Total	
	Taxes as applicable	
	Grand Total	

CHECK LIST

S.No.	Particulars Enclosed	Yes/No	Page no. of bid document
1.	Processing fee of Rs. 100/- (Demand draft)		
2.	EMD of Rs.50000/- (Demand draft)		
3.	Name & registered address of Agency		
4.	Contact office of Agency in Delhi/NCR		
5.	Document in support of nature of Agency {whether it is proprietorship Agency, partnership Agency or company)		
6.	Certificate of Registration		
7.	Brief Organizational & Management profile		
8.	Audited statements of Turnover of over Rs. 1 crore per year in the last 3 financial years		
9.	Network available in the State Capitals/ Metro/ Major cities - a. Own Office b. Affiliate Office		
10.	Details of Infrastructural Setup/Technical support (number of computers, scanners, broadband facilities, etc.)		
11.	Details of Manpower (number of employees engaged)		
12.	Details of professionals in support of claim of having translation facility		
13.	Availability and periodicity of Archive facility		

14.	List of number of cities to be covered		
15.	Format/Sample of daily news update and the assessment reports and SWOT reports		
16.	List of 125 daily newspapers across 50 cities should be monitored daily having circulation of at least 50,000 as per DAVP records		
17.	List of 25 News magazines DAVP empanelled (national and regional)		
18.	List of 30 TV news channels monitored nationally and regionally (20 national and 10 regional channels)		
19.	List of 25 online/digital websites, micro sites, social network sites, etc.		
20.	Three Work Orders of previous similar projects of the value of Rs. 10 lakhs each in the past two years		
21.	Appreciation/Experience certificate by the client on their letterhead for successful completion of Work Orders		
22.	Soft copy of the complete bid document in .pdf format in a CD/DVD		

EVALUATION METHODOLOGY

Scoring Benchmark

1. A benchmark of 70 marks in evaluation of the Technical bid would be the criteria for opening of the Financial bid. Bidders scoring less than 70 marks in Technical evaluation shall **not** be considered for opening of the Financial bid and their offer will be disqualified. Financial bids of such disqualified bidders would be returned unopened after the completion of the bid process.
2. The marks/scores will be calculated up to 2 decimal points.

Scoring Methodology:

An Illustrative Example -

Bidder A and Bidder B both submit their technical bids. According to the evaluation criteria, these bids will be evaluated as follows:

Bidder A

Parameter as in Annexure-A	Bidder A's marks	Bidder A's total technical score
3.1	20/25	20+50+10= 80
3.2	50/60	
3.3	10/15	

Bidder A's total score is 80.00 (≥ 70.00). Bidder A will therefore be eligible for consideration of the Financial bid.

Bidder B

Parameter as in Annexure-A	Bidder B's marks	Bidder B's total technical score
3.1	10/25	10+40+10= 60
3.2	40/60	
3.3	10/15	

Bidder B's total weighted score is 60.00 (< 70.00). Bidder B will therefore **not** be eligible for consideration of the Financial bid.

Financial Bid Criterion & Weightage

For evaluation of the Financial bid, the lowest bidder will be given a score of 100. The score of other bidders will be proportionately scaled down as per the following formula: $\text{Lowest bidder price} / \text{Quoted price of the bidder} \times 100 = \text{Score}$ (up to 2 decimal points).

For example, if the lowest bid price is Rs. 100, the lowest bidder will get a score of 100. If the second lowest bid is Rs. 150, the bidder will get a score of $(100/150) \times 100 = 66.66$. The scores will be calculated up to 2 decimal points.

Calculating the Composite Final Score(s)

The composite final score will be calculated with the Technical and Financial scores as shown in the illustrative example below. The short-listed Agencies will be ranked as L1, L2, etc. (score calculated up to 2 decimal points) based on decreasing order of composite final scores and L1 (highest composite final score) will be declared as the Lowest Bidder.

Illustrative Example:

Bidders A, B and C, say for example, have score 80, 85 and 90 marks respectively in their technical bid and have qualified for consideration of their Financial bids. The Financial bids of these 3 bidders are saying as follows: A= Rs.5 lakhs, B= Rs. 7.5 lakhs and C= Rs. 10 lakhs. The composite final score(s) for A, B and C will be calculated in the following manner:

1	2	3	4	5	6	7	8
Bid der	Tech nical Marks	Weighted Technical Score (col. 2 x 60%)	Financial Bid quote (in Rs. lakh)	Proportionate Financial score(lowest quote/ bidder's quote) x 100	Weighted Financial score (column 5 x 40%)	Final composi te score (S=col. 3 + col. 6)	Rank ing
A	80	48	5	100.00	40	88.00	L1
B	85	51	7.5	66.67	27	78.00	L2
C	90	54	10	50.00	20	74.00	L3

Since bidder A has the highest composite final score (S=88.00), it will be declared as L1 i.e. Lowest Bidder.

In case the highest composite score is the same for more than one bidder, the bidder with the higher Financial bid score will be awarded the contract.

Draft Agreement

**Agreement for Hiring of Media Monitoring Services
for UIDAI, New Delhi**

Project Name: “Hiring of Media Monitoring Services for UIDAI”

Agreement for RFP dated xx/xx/2015

between

Unique Identification Authority of India (UIDAI)

Planning Commission, Government of India
3rd Floor, Jeevan Bharti Bldg, Tower – II,
Connaught Circus, New Delhi - 110001

and

____ **(Selected Agency)** ____

Preface

- The Agreement consists of two parts: the Form of Agreement to be signed by the Subscriber and the Agency including the General Terms & Conditions and the Appendices.
- The General Terms & Conditions of the Agreement shall not be modified.

Dated: _____

• Form of Agreement

This AGREEMENT (hereinafter called the “Agreement”) is made the *[number]* day of *{name of the month}* month of 2015, between, **Unique Identification Authority of India (UIDAI)**, hereinafter

called the **“Subscriber”** which shall, unless repugnant to the context or meaning hereof, mean and include its representatives, successors and permitted assigns of the First Part;

And

M/s XXXXXXXXXX an Agency/company incorporated under the Companies Act, 1956 and having its Offices at XXXXXX, XXXXX, New Delhi which shall hereinafter be referred to as the **“Agency”** which term and expression shall mean and include his heirs, executors, successors, legal representatives, administrators of the Second part;

Both Subscriber and Agency shall individually be referred to as “Party” and together as “Parties”.

WHEREAS:

WHEREAS the Subscriber is an attached office of Planning Commission, Government of India with primary responsibility of issuance of Aadhaar numbers to the Indian residents. The agency represents that they are well established organization in providing Media Monitoring Services to various Government, semi-Government and private sector organizations.

WHEREAS the Subscriber had expressed its intent to hire an Agency for Media Monitoring vide Notice Inviting Tender (NIT) in XX (*name of the month*) 2014/5.

WHEREAS the AGENCY had made its representations against the above stated NIT and was found to be technically suitable and stood L1 amongst all the bidders.

NOW THEREFORE, the SUBSCRIBER is desirous of availing the services of the AGENCY in relation to Media Monitoring Services in accordance with the terms and conditions stipulated herein. It is

deemed necessary for both the parties to enter into this agreement and finalize the terms and conditions of the agreed services in writing.

NOW THEREFORE, in consideration of the mutual agreement of the Parties, the sufficiency whereof is hereby acknowledged and for other good valuable consideration, the Parties agree as follows:

1. SCOPE OF SERVICES

The AGENCY will provide to the SUBSCRIBER the Media Monitoring Services as per the scope defined here below:

1.1 The Agency will conduct a nation-wide comprehensive search and present a daily update in soft copies on appropriate news reports and content with regards to UIDAI, Aadhaar and other related issues as required by UIDAI.

1.2 The summary of daily reportage should be sent in .jpeg/.pdf formats. The agency should update on electronic clips on daily basis and CD/DVD of the same should be provided on demand by UIDAI.

1.3 The update must be a detailed report covering the entire gamut of media that will include but not limited to, as per UIDAI's specifications:

1.3.1. Print:

- i. XXX national, local and vernaculars dailies in English, Hindi & regional languages covering 50 cities (*Annexure – I of this Agreement*).
- ii. XX magazines: weekly, fortnightly and monthly issues (*Annexure – II of this Agreement*).

1.3.2. Electronic: XX National and Regional TV news channels (*Annexure - III of this Agreement*).

- i. The Agency will provide Television Monitoring in the form of a Daily Report in a Spreadsheet format for the News Broadcast during the last 24 hours in any of the TV Channels listed less than 24 x 7 capture of.
- ii. The content for tracking must include advertisement campaigns of UIDAI as well.
- iii. The recording of any of the desired News broadcast is to be provided ON DEMAND basis. The Agency will provide the desired clips on a CD on the same day. Any request by UIDAI for a backdate news clip, the CD must be provided within a day of raising the demand by UIDAI.
- iv. The media list (Annexure – III) can be amended within the limits of XX channels by UIDAI giving a prior notice of one month to the agency.
- v. Tracking of TV Channels, other than XX channels mentioned in Annexure-III, will be monitored when the previous prompt is given by UIDAI for a particular channel. UIDAI will give such demand at least 6 hours prior to the telecast, except in case the telecast is expected during 0000 hours till 0600 hours where prior information will be given at least 8 hours before the telecast.

1.3.3. Digital/Online/Social Media: List of XX Online news & magazines, facebook, twitter, blogs, micro-sites, social network sites, etc. (Annexure – IV) which will not be limited to e-paper of the dailies mentioned at Annexure-I of the Agreement.

1.3.4 Agency to provide the website link, username and password to UIDAI for searchable database for all media clippings.

1.4. The agency will also present a quarterly and annual SWOT (Strength, Weaknesses, Opportunities and Threats) analysis report based on daily news coverage/updates both in quantitative and qualitative aspects to enable UIDAI to develop necessary media strategies for media management.

1.5. The Agency is required to submit the following reports:

Activity Report	Delivery Time
1. Update Report on Print Media along with list of news and publications	Daily by 0900 hrs.
2. Update on Electronic Media along with list of news and Channel	Daily by 1300 hrs.
3. Update on Online/Digital & New Media	Daily by 1300 hrs.
4. Final Report including National & Regional updates and web news	Daily by 1600 hrs.
5. Quarterly SWOT Analysis of Media reports	First Monday of every Quarter from the date of signing of Agreement.
6. Annual SWOT Analysis of Media reports	Second Monday of the 11th month from the date of signing of Agreement..

1.6 The Agency must provide the translation facility from regional languages to English & Hindi on demand.

1.7 The Agency will also offer all the clips on a CD on monthly basis to UIDAI with the archive of the news reports for the previous month in the first week of every next month (i.e., for October in first week of November, for November in the first week of December, and so on). The AGENCY will also provide access to UIDAI to the archives of Clippings.

1.8 The daily update and analysis report will be sent to the following officials of UIDAI:

- I. Chairman
- II. Director General & Mission Director (DG&MD)
- III. PS to Chairman
- IV. Deputy Director Generals (Headquarters and all Regional Offices of UIDAI)
- V. All ADGs at Headquarters & Regional Offices
- VI. Deputy Director (Media) at Headquarters
- VII. IEC Managers at Headquarters & Regional Offices
- VIII. All PMU personnel
- IX. All official in UIDAI with an official email ID.

1.9 The SWOT report will only be submitted to the Media Division.

2. GENERAL TERM & CONDITIONS

The general terms and conditions of this Agreement shall be subject to the general Applicable Laws and any other instruments having the force of law in India, as issued and in force from time to time, besides the following terms and conditions:

2.1. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

2.2. The effective date of the Agreement on which it comes into

force shall be the date of signing of this Agreement.

2.3. Unless terminated earlier, the Agreement will be for a term of one year from the effective date of this Agreement and may be extended on the satisfactory performance for a further period of one year at a time but not more than twice on mutual agreement on the same terms and conditions. During the period of such extensions, the terms and conditions of the Agreement will not be changed.

2.4. The Agency will not be paid any advance for any assigned work under any circumstances.

2.5. Any communication required or permitted to be given or made pursuant to this Agreement shall be in writing and in English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person/by e-mail to such an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Agreement.

2.6. In case it comes to the notice of UIDAI that news reports/media clippings regarding the organization and its related activities have not been reported on the same day to UIDAI or reported late/missed any news as per the Annexure-I, II & III of this Agreement, the Agency will be penalized for such faults as per the following parameters:

- (i) First fault: warning and 2% of the monthly retainership fee.
- (ii) Second fault: warning and 4% of the monthly retainership fee.
- (iii) Third fault: Cancellation of the contract.

2.7. In the event of a dispute between the Agency and the UIDAI, the decision of the Director General, UIDAI shall be final and binding.

2.8. In the event of any default by the Agency causing loss or damage to the Subscriber, and failure of the Agency to fulfill its obligations mentioned in para 7 of this Agreement, shall be liable to pay damages to the Subscriber as per the penalty clause, which could be deducted from the payments due to the Agency, if any.

2.9. Except with the prior written consent of the Subscriber, the Agency shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency make public any such information gathered in the course of, or as a result of, the Services.

2.10. This Agreement may be terminated by either Party by giving 60 days notice in writing to the other Party explaining the reason of termination.

2.11. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

3. FORCE MAJEURE

For the purposes of this Agreement, “*Force Majeure*” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots,

civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

3.1 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

3.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.3 If a Force Majeure situation arises, the Agency shall promptly notify to the UIDAI in writing, of such conditions and the cause thereof. Unless otherwise directed by the UIDAI in writing, the Agency shall continue to perform its obligations under the Terms & Conditions as reasonably as practical, and shall seek all reasonable alternative means for due performance not prejudiced by the Force Majeure event carrying out of its obligations hereunder.

4. CHARGES FOR SERVICES UNDER SCOPE OF SERVICES

The Subscriber agrees to pay the Agency following charges for the services provided under the Scope of Services stated in para 2 of this Agreement:

S. No.	Items	Monthly Rates in Rs.
1	Charges for monitoring 125 newspaper dailies across major 50 cities and having circulation of at least 50,000 per day (as per DAVP records)	

2	Charges for monitoring 25 magazines including News magazines (Weekly, fortnightly, monthly and bimonthly)	
3	Charges for monitoring 30 National and Regional TV news channels (20 National and 10 Regional)	
4	Charges for monitoring 25 websites/digital and online /new media: Online news & magazines, facebook, twitter, blogs, micro sites, social network sites, etc.	
5	Charges for SWOT Analysis Media Reports (Quarterly & Annual)	
6	Charges for Archiving facility with periodicity	
7	Charges for CDs (as on demand for Electronic media/Tracks)	
8	Charges for translation (per word), irrespective of languages	
	Total	
	Taxes as applicable	
	Grand Total	

5. TERMS OF PAYMENT

The payment to the Agency against its proper pre-receipt bills will be subject to the following terms and conditions:

5.1 The rates are exclusive of all charges, duties, levies including Service Tax. Service tax is charged extra. Applicable Service Tax as per present rates. Any change in Service Tax rates during tenure of the contract will be to UIDAI account.

5.2 Payment Terms:

5.2.1 Payments will be made on Monthly basis on presentation of pre-receipt bill raised by the agency not before the 1st day of every succeeding month.

5.2.2 Payments to the Agency shall be made only to its Bank account. For this purpose, while forwarding bills, the Agency shall have to give its banker's details, including IFSC Code, etc.

5.2.3 Payment will be made strictly as per approved rates of the Contract Agreement.

5.2.4 Payment to the Agency will be made normally within 60 (sixty) days from the date of submission of bills completed in all respect.

5.2.5 Payments will be made after deduction of due taxes at source and other levies, if any.

6. PERFORMANCE SECURITY DEPOSIT

The Agency will have to deposit Performance Security Deposit as per the format provided in the *Appendix O* of the Procurement Manual of UIDAI that can be downloaded from the website of UIDAI or through the link

http://uidai.gov.in/images/tenders/procurement_manual_2014_with_appendices_01042014.pdf; of an amount of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Bank Guarantee issued by scheduled Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the **Pay & Accounts Officer, UIDAI, New Delhi** for a period covering the term of the contract. The Performance Security Deposit should remain valid for a period of 90 days beyond the concluding date of Agreement. In case of further extension the Contract period beyond the initial term, the Performance Security Deposit will have to be renewed accordingly.

7. OBLIGATIONS OF THE AGENCY

The Agency shall have the following obligations under this Agreement:

7.1. The Agency shall adhere and complete all the assignments in accordance with Scope of Services and terms & conditions stipulated in this Agreement.

7.2. The Agency shall not act in any manner that may cause breach of any of the terms and conditions of this agreement and must not result in any loss and damage to the Subscriber.

7.3 The Agency shall not assign or transfer any of their rights or obligations under this Agreement to any other Agency/Sub-Agency, without prior written consent and permission of the Subscriber.

8. OBLIGATIONS OF SUBSCRIBER

The Subscriber shall have the following obligations under this Agreement:

8.1. The Subscriber shall pay the retainership fee and other such payments that become due to the Agency for its satisfactory services provided as per the Scope of Services and the Terms & Conditions specified under this Agreement, without failure or undue delay.

8.2. In the event of any undue delay in the payment of charges, the Subscriber shall be liable to pay interest @ 15% per annum on the defaulted amount, for such period of delay.

10. DISPUTE RESOLUTION & GOVERNING LAWS

In the event of any question, dispute, breach, termination or validity thereof or any difference whatsoever arising between the parties under this Agreement or in connection therewith relating to

the existence, validity and interpretation of this Agreement, shall be first endeavoured to be settled through informal discussion or negotiations. The following process would be taken up for dispute resolution in the event of informal discussions or negotiations do not succeeding:

10.1. The dispute shall be referred to Conciliation and then to Arbitration under the Indian Arbitration and Conciliation Act, 1996 to a sole arbitrator to be appointed by DG&MD of UIDAI, in accordance with the said Act.

10.2. The venue of Arbitration shall be at New Delhi.

10.3. The language of the proceedings (including documentation) shall be in English. Until such award is made, Subscriber and Agency shall both bear the cost of arbitration equally, including the appointment fee. The award of the Arbitrator shall be final and binding on both the parties.

10.4. Governing Law shall be the applicable laws of India and the process of amicable resolution, conciliation, and judicial process shall take place in New Delhi.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the {day}, {month} {year} first above written, and shall extend to and bind the parties, their successors, assigns and personal representatives.

For and on behalf of (Selected Agency)

For and on behalf of UIDAI

Name, Designation and
Signature of Witnesses

1.

2.

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
Planning Commission , 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, Planning Commission, Government of India, on behalf of the President of India, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).

2. We.....
(Name & Address of Bank Branch) having its Head office at
.....(hereinafter referred to as the 'Bank',

which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

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

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Notwithstanding anything contained hereinabove:

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

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

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

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

WITNESS

.....

(Signature) (Signature)

.....

(Name) (Name)

.....

(Official Address) (Designation with Bank Stamp)

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

Dated.....