



Unique Identification Authority of India

Request for Proposal (RFP) for hiring of Media Monitoring Agency of UIDAI HQ, New Delhi

**Unique Identification Authority of India
Government of India
Bangla Sahib Road, Behind Kali Mandir,
Gole Market, New Delhi – 110001**

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Data Sheet

S.No	Particular	Details
1.	Document Reference Number	A-11016/06/2011/Media
2.	Date of Issue of Request for Proposal	19/07/2018
3.	Date of Pre-bid meeting	24/07/2018 1200 Hrs
4.	Pre-bid Clarification received by email	Queries may be sent at harish.verma@uidai.net.in by 25/07/2018 on or before 1800 Hrs
5.	Last Date & Time for Submission of Technical and Financial bids	06/08/2018 1500 Hrs
6.	Date & Time for opening of Technical proposal	07/08/2018 1500 Hrs
8.	Date & Time for opening of Financial proposal	To be announced later.
9.	Tender fee and Earnest Money Deposit	INR 100/- (Rs. five hundred only) and INR 50,000/- (Rs. Fifty thousand Only) respectively
10.	Address for Bid opening and technical presentations	Unique Identification Authority of India Headquarters, 5 th floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi - 110001
11.	Website	www.uidai.gov.in
12.	Method of Selection	<ul style="list-style-type: none">To qualify technically, a Proposal must secure minimum Technical Score of 70. Only technically qualified proposals shall be considered for Financial Bid Opening.The Bidder having lowest bidding amount will be adjudicated as the most responsive Bidder for award of the Project.

Definitions:-

1.	bidder	Any entity/entities who are eligible as per terms of this RFP and who is participating in this tendering process. Any consortium of bidders is not allowed.
2.	Service Provider	An agency that has been selected to provide Media Monitoring Management Services as per terms of this RFP.

Section 1: Invitation for Proposal

1.1. Introduction

About UIDAI:

The Unique Identification Authority of India (UIDAI), under Ministry of Electronics and Information Technology, Government of India was established in January, 2009 initially as an attached office of the Planning Commission with a mandate *To empower residents of India with a unique identity which can be verified and authenticated instantly in an easy, electronic and cost effective manner and is robust enough to eliminate duplicate and fake identities*

UIDAI is empowering residents of India by enabling them to have a unique Identity number termed **Aadhaar** based on individual unique biometrics and demographic details. Aadhaar is a 12-digit random unique number obtained through the process of de-duplication involving biometrics. Aadhaar process of **Authentication** enables an individual to verify and authenticate his identity instantly with service provider anywhere, anytime in the country.

For a country's growth to be truly transformational, it needs to be accompanied with inclusion of all particularly poor and marginalised sections of the society in the process of socio and economic development. Enabling access of poor residents to economic development and including them in the financial mainstream is a challenge primarily due to absence of an identity document that is accepted across all domains.

Absence of easily verifiable and nationally portable identity contributes to exclusion, as the person is unable to prove his/her identity, which actually proves to be the biggest barrier preventing the individual from accessing benefits and subsidies. The benefits of a mechanism that uniquely identifies a person and ensures instant identity verification are obvious. A digital identity can transform the delivery of social welfare programs by making them more inclusive.

Aadhaar plays a critical role in enhancing inclusion and enabling access to such benefits and welfare delivery, where it not only empowers the individual with an ID, but a digital ID which can be used to prove their identity online, and on real time basis. Aadhaar is the first on scale Digital ID service of the world, which is formless and paperless. With more than **121 crore** Aadhaars issued, it is the largest biometric program in the world, making India a global leader in biometric technology. The target of universal enrolment is likely to be achieved in coming months.

1.2. Goals and Objectives

- i. To raise awareness about Aadhaar, its usage and benefits.
- ii. Highlight role of Aadhaar in e-Governance.
- iii. Make people aware about various services and schemes that are linked to Aadhaar and also the services and Schemes that can utilise Aadhaar for delivery of services and benefits.
- iv. Widening UIDAI's reach among different communities on Media Monitoring and online platforms.
- v. To create a simple and user-friendly system for exchanging ideas and feedback on services online.
- vi. To allay the apprehensions, misconception if any, prevailing amongst people and portray Aadhaar and its usage in proper perspective.

vii. To inform people online about new policies, initiatives and opportunities for the people through the usage of Aadhaar.

INVITATION TO BIDDERS

SECTION 1: BACKGROUND

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

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

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

UIDAI's Vision:

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

UIDAI's Mission:

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

Section 2: Instruction to Bidders

2.1. 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 shall 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 shall 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 shall 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, shall 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 Space" 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 shall 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. **There are two packets in this bid. Packet 1 contains a sub-packet (Sub-Packet 1) for submitting documents pertaining to Eligibility/Pre-Qualification and another sub-packet (Sub-Packet 2) for submitting the Technical bid.**
- 3) **Packet 2 contains the Financial Bid, which contains an excel sheet – "BOQ for Hiring of Media Monitoring Agency for Aadhaar".**
- 3) Bidder has to select the payment option as "offline" to pay the Tender Fee / EMD as applicable and enter details of the instrument.
- 4) The server time (which is displayed on the bidders' 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 shall 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 (i.e. after Clicking "Freeze Bid Submission" 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 shall 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. For any technical related queries please call the Helpdesk. The 24x7 Help Desk Number are 0120-4200462, 0120-4001002, 0120-4001005 and e-Mail: support-eproc@nic.in.

2.2 Conflict of Interest

i. The selected Firm/ Agency shall provide professional, objective and impartial service and hold UIDAI's interest paramount.

ii. The selected Firm/ Agency shall not downstream or outsource any part of the scope of work.

iii. Non disclosure of such an association will lead to termination of Agency's contract.

2.3. Validity of Proposal

The following will be considered for the validity of the proposals deemed submitted:

I. Proposal shall remain valid for a period of 180 days from the date of opening of Proposal.

II. UIDAI reserves the right to reject a proposal valid for a shorter period as non responsive.

III. In exceptional circumstances UIDAI may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

2.4. Right to Accept or Reject any Proposal

UIDAI reserves the right to annul the Request for Proposal process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground of such decision.

2.5. Fraud & Corruption

It is required that the Bidders submitting Proposal and Agency selected through this Request for Proposal must observe the highest standards of ethics during the process of selection and during the performance and execution of the Work Order.

For this purpose, definitions of the terms are set forth as follows:

- I. “Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of UIDAI or its personnel in Work Order executions.
- II. “Fraudulent practice”** means a misrepresentation of facts, in order to influence selection process or the execution of the Work Order, and includes collusive practice among Bidders .
- III. “Unfair trade practice”** means supply of devices different from what is ordered on, or change in the scope of work.
- IV. “Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.

UIDAI will **reject** a proposal for award, if it determines that the Bidder recommended for the award, has been determined to have been engaged in corrupt, fraudulent or unfair trade practices. UIDAI will declare a Firm/ Agency ineligible, either indefinitely or for a stated period of time, for awarding the Work Order, if it any time determines that the Firm/ Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Work Order.

2.6 Clarifications & Amendment to Request for Proposal

- I.** During the process of evaluation of Proposals, UIDAI may, in its discretion, ask Bidders for clarification on their proposal. The Bidders are required to respond within the prescribed time frame.
- II.** UIDAI may for any reason, modify the Request for Proposal from time to time. The amendment(s) to the Request for Proposal would be clearly spelt out and the Bidders may be asked to amend their proposal due to such amendments.

2.7. Tender Fee and Earnest Money Deposit (EMD)

- I.** The Bidder shall furnish Tender Fee of Rs. 100/- (Non-refundable) and Earnest Money Deposit (EMD) amounting to Rupees 50,000/- (Rs. Fifty thousand Only) along with Technical Bid in Sub-Packet 1.
- II.** The Tender Fee and EMD shall be in Indian Rupees and shall be in the form of Bankers Cheque or Demand Draft from any of the Nationalised/ Scheduled Bank in favor of “Unique Identification Authority of India” payable at New Delhi. Agencies under MSME/NSIC are exempt from submission of these payments subject to presentation of the valid documents.
- III.** The earnest money of the unsuccessful Bidders shall be refunded on request by the Bidder after final award of the Work Order.
- IV.** EMD of the successful Bidder will be released after the Bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG). The PBG will be 5% of the amount stated in the Work Order.

2.8. Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- I.** The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary

information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.

II. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the authorized person signing the Proposal.

III. The proposal shall be signed in indelible ink by the Bidder or duly authorized person(s) and uploaded in Sub Packet 1. The letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.

IV. In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in case it is declared late pursuant and for mailing purposes.

V. Proposals received by facsimile or in any other form as explained above shall be treated as defective, invalid and rejected.

VI. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.

VII. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

2.9. Pre-bid Clarification by email

A prospective Bidder, requiring a clarification on the Request for Proposal shall notify UIDAI via email to the address specified in the Data Sheet by the stipulated date. As part of this RFP process, UIDAI will hold a pre-bid meeting, the date for which can be found in the Data sheet.

2.10. Evaluation of Proposals

The bid will be opened as per the schedule mentioned in the Data Sheet. Authorised representatives of the Bidders may be present during the Bid Opening if desired. UIDAI may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to the terms mentioned in the Request for Proposal, a two stage process as explained below will be adopted for evaluation of Proposal submitted by the specified date and time.

2.11. Eligibility

Scrutiny of the Proposals for eligibility will be done to determine whether:

- The Bidders meet the eligibility criteria defined as under:

Sl.No.	Criteria	Documentary Evidence
1.	The Firm/ Agency shall be registered company with minimum 4 years of existence on the day of submission of bid. Consortium of agency/agencies are not allowed.	<ul style="list-style-type: none"> • Certificate of Incorporation/ Registration • GST Registration Certificate
2.	<ul style="list-style-type: none"> • The Firm/ Agency shall have an annual turnover of Rs.50 lakh during each of the 	<ul style="list-style-type: none"> • Copies of financial statements duly audited by applicants

	<p>last three financial years. The turnover shall only be derived from the business of providing Media monitoring services.</p> <ul style="list-style-type: none"> • In case of a company involved in other forms of communication business like advertising, public relations where the revenue from Media monitoring is not delineated clearly, a certificate from the Company Secretary/Statutory Auditor needs to be provided wherein revenue from activities like Media monitoring for clients shall be clearly indicated vis-a-vis the total revenue for that particular financial year. • The Agency must have successfully completed at least three work orders of similar scope in the past two years 2016-17 & 2017-18 of the value of Rs. 20 lakh each. 	<p>statutory auditors for immediately preceding 3 financial years, i.e. 2015-16, 2016-17 & 2017-18</p> <ul style="list-style-type: none"> • Certificate from Company Secretary/Statutory Auditor • Certificate from Company Secretary/Statutory Auditor
3.	The Firm/ Agency shall not have been blacklisted by MeitY/UIDAI.	Self Certification

- Please check that relevant documents as specified above have been attached.
- The offer is for the entire work as defined under scope of work.
- NOTE: *Proposals not conforming to the above requirements shall be rejected.*

2.12. Evaluation of Technical Proposal

The bidding agency that will get the technical score of 70 out of 100 marks in the Evaluation process shall be eligible for opening and evaluation of the financial bids. The Technical Evaluation shall be based on the parameters and weightage as mentioned *Annexure-A-Technical Bid Format*

NOTE: *The Technical Proposal must not include any financial information failing which the Proposal will be rejected.*

- Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the given time frame; otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of Bidders.
- Seeking clarifications shall not be treated as acceptance of the Proposal.
- If considered necessary, the Evaluation Committee will invite short-listed agencies for making a presentation on their Strategy, Strength, Approach & Methodology for executing UIDAI's Media Monitoring activities
- For verification of the information submitted by the Bidders, the Committee may visit Bidder's office at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also

assist the Committee in getting relevant information from the Bidders references, if desired.

- Only Technically qualified Proposals having minimum score of 70 shall be considered for Financial Bid Opening and evaluation.

2.13. Evaluation of Financial Proposal

The Financial score SHALL BE THE SOLE CRITERIA in the Evaluation process. The Financial Proposal needs to be filled electronically on the CPP Portal ONLY. UIDAI will not accept any hard copy of the proposal. Financial proposals of only those firms who are technically qualified shall be opened, via the portal, publically on the date and time specified in the Data Sheet, in the presence of Firm's representatives who choose to attend. The name of the Firm, their technical score (if required) and their financial proposal shall be read out aloud. After opening of financial proposals, the lowest bidding agency will be adjudged as the selected bidder of the tender. This selected bidder will then be invited for negotiation, if considered necessary.

2.14. Payment Terms

No advance payment would be admissible. The annual contract value as discovered through this RFP process will be paid in monthly instalments, against agency's invoice in quadruplicate being submitted along with such supporting documents as may be prescribed, and subject to

- Service Level Agreement (SLA) deductions, if any, as prescribed under Section 3, subsection D, E & F
- SLA for defaults therein
- Achievements as per Deliverables and adherence to Timelines as prescribed under Section 3 & SLA for defaults therein

2.15. Tenure

The selected Agency shall be hired for a period of **one year initially**. The tenure of the agency may be extended by maximum two more years thereafter, one year at one occasion, provided UIDAI is satisfied with the services of the agency. The agency's contract may however be terminated with one month's notice, if UIDAI feels the service provided by the agency is unsatisfactory.

SECTION 3: SCOPE OF WORK & DELIVERABLES

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 Agency shall also conduct a comprehensive media search on daily basis and present an update report within prescribed time limits in soft copies on UIDAI's campaign through print, audio video mediums.

c. The summary of daily reportage with regard to print media along with the published clippings should be sent in .jpeg/.pdf format.

d. The Agency shall provide daily update on electronic/web/digital/ Media Monitoring tracks/clips and print of the same shall be provided on demand within the specified time.

e. 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:

i. Print:

a) All DAVP empanelled national, regional and vernaculars dailies (English, Hindi and regional languages).

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

ii. **Electronic:** all National and Regional TV news channels.

iii. **Digital/Online/Media Monitoring:** Online news & magazines, facebook, twitter, blogs, micro sites, social network sites, etc.

2. 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 and UIDAI's campaign through print audio video mediums.	Daily by 0900 hrs.
2. Update on Electronic Media along with list of news and Channel including news magazines.	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.

d. The Agency shall provide UIDAI a data pendrive with the archive of the news reports at the end of the year before the final payment.

3. EVALUATION CRITERIA

Evaluation of the bid document will be carried out by a Bid Evaluation Committee as per para 2.12 and 2.13.

4. 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 equivalent to 5 % of the work contract 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 **Unique Identification Authority of India, 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 5% 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. Draft Agreement (Annexure-D).

5. Performance Security Deposit (Annexure-E).

- **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 Company's incorporation/Registration Certificate.
 - 3.1.3 Brief Organizational & Management profile.
 - 3.1.4 Network (whether having own office or branch offices) in the State Capitals / Metro/Major cities. **(10 Marks = 1 Mark each for own office and 0.5 mark for each branch 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 Media Database: Lists of all DAVP empanelled newspapers, all magazines, all TV Channels and websites/new media that will be tracked/monitored daily on pan-India basis shall be considered as important. All TV Channels of national reach and 10 regional Channels shall be listed besides the new media and online and digital coverage/websites. **(40 Marks).**
 - 3.2.3 Translation facilities. **(10 Marks).**
 - 3.2.4 Availability and periodicity of Archive facility. **(10 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 all DAVP empanelled newspaper dailies across country (as per DAVP records)	
2	Charges for monitoring all magazines including News magazines (Weekly, fortnightly, monthly and bimonthly)	
3	Charges for monitoring all National and Regional TV news channels:	
4	Charges for monitoring all websites/digital and online media/new media: Online news & magazines, facebook, twitter, blogs, micro sites, social network sites, etc.	
5	Charges for Archiving facility for 3 months	
6	Charges for upto half an hour video recording of electronic/TV news reports/ clips in a pendrive	
	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.50,000/- (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. 50 lakh per year in the last 3 financial years		
9.	Network available in the State Capitals/ Metro/ Major cities -		
10.	Details of Manpower (number of employees engaged)		
11.	Details of professionals in support of claim of having translation facility		
12.	Availability and periodicity of Archive facility		
13.	No. of Work Orders of previous similar projects of the value of Rs.10 lakhs each in the past two years 2016-17 & 2017-18		
14.	No. of Appreciation/Experience certificate by the client on their letterhead for successful completion of Work Orders		
15.	Soft copy of the complete bid document in .pdf format in a pendrive		

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/2018

between

Unique Identification Authority of India
UIDAI HQ Building, 5th floor,
Bangla Sahib Road, Behind Kali Mandir,
Gole Market, 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 2018, 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 a statutory authority of 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*) 2018.

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 PENDRIVE 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. All DAVP empanelled national, local and vernaculars dailies in English, Hindi & regional languages
- ii. All magazines: weekly, fortnightly and monthly issues.

1.3.2. Electronic: National and Regional TV news channels.

- 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 pendrive on the same day. Any request by UIDAI for a backdate news clip, thePendrivemust be provided within a day of raising the demand by UIDAI.
- iv. Tracking of a particular TV Channels, with in all channels 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/Media Monitoring: List of all Online news & magazines, facebook, twitter, blogs, micro-sites, social network sites, etc. which will not be limited to e-paper of the dailies mentioned 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 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.

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

1.6 The Agency will also offer all the clips on a Pendrive 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.

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

- I. Chairman and Member(s) UIDAI authority
- II. CEO, UIDAI
- III. PS to CEO, UIDAI
- IV. Deputy Director Generals (Headquarters and all Regional Offices of UIDAI)
- V. All ADGs at Headquarters & Regional Offices
- VI. Deputy Directors at Headquarters and all Regional Offices of UIDAI)
- VII. Section officers/ at Headquarters and all Regional Offices of UIDAI)
- VIII. Assistant section officers at Headquarters and all Regional Offices of UIDAI)
- IX. IEC Managers at Headquarters & Regional Offices
- X. All PMU personnel
- XI. All official in UIDAI with an official email ID.

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 5% 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 nay 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 all DAVP empanelled newspaper dailies across country	
2	Charges for monitoring all magazines including News magazines (Weekly, fortnightly, monthly and bimonthly)	
3	Charges for monitoring all National and Regional TV news channels	
4	Charges for monitoring all websites/digital and online /new media: Online news & magazines, facebook, twitter, blogs, micro sites, social network sites, etc.	
5	Charges for Archiving facility for three months	
6	Charges for pendrive upto 30 min recording (as on demand for Electronic media/Tracks)	
	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 inclusive of all charges, duties etc.. However, GST will be charged extra.

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 5% of the contract value 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 **Unique Identification Authority of India** 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. 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 CEO, 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

UIDAI HQ building, 5th floor, Bangla Sahib Road,

Behind Kali Mandir, Gole Market, New Delhi – 110001

Dear Sir,

1. In consideration of the Unique Identification Authority of India, Government 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/í í í í í í í í í í í í í í .. with its Registered/Head office at í í í í í í í í í í (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. í í í í í .. dated í í í .. and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No. í í í í .. dated í í í í valued at í í í for í í í (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. í í í í í í .. (in words & figures).

2. We í í í í í í í í í í (Name & Address of Bank Branch) having its Head office at í .. (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 notwithstanding 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. 1 1 1 1 . (in words & figures).

(2) This Bank Guarantee will be valid up to 1 1 1 1 1 1 1 .; 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 1 1 1 1 ..

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this 1 1 1 1 .day off 1 1 1 ..201 1 1 .at 1 1 1

WITNESS

1 1 1 1 1 1 1 .1 1 1 .1 1 1 1 1 1 1 ..1 1 1 1 1 1 1 1 .1 1 1

(Signature) (Signature)

1 1 1 1 1 1 1 1 1 1 1 ..1 1 1 1 1 1 11 1 1 1 1 1 1 1 1 1 ..

(Name) (Name)

1 1 1 1 1 1 1 1 1 1 1 ..1 1 1 1 1 1 1 .1 1 1 1 1 1 1 1 1 1 1 ..

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No 1 1 1 1 1 .

Dated 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1