

**Modified Request for Proposal  
(Invited through e-Tendering mode only)**

**For**

**SELECTION OF AGENCY  
FOR CHANNEL PACKAGING WORK  
FOR DD KASHIR**

**Tender No. 11/16/2016-KC**

**Dated: 09.06.2017**

Description of task, e-tender submission format and procedure is provided in the Bid document available on DD website (<http://www.ddindia.gov.in>), e-tendering website ([www.tenderwizard.com/PB](http://www.tenderwizard.com/PB)) & ([www.eprocure.gov.in](http://www.eprocure.gov.in))

Tender Release Date	22/03/2017	
Date of uploading Revised Tender	09/06/2017	
Last date for Bid Submission (online only)	29/06/2017	1500 hours
Date of Opening of Technical Bids	30/06/2017	1530 hours
Date of Presentation	To be announced	--
Date of Opening of Financial bid of eligible bidders	To be announced	--

Note: Online registration shall be done on e-tendering website i.e. [www.tenderwizard.com/PB](http://www.tenderwizard.com/PB) & in general, activation of registration may take 24 hours or more subject to the submission of all relevant documents required in the process.

**DIRECTORATE GENERAL OF DOORDARSHAN  
DD KASHIR  
MANDI HOUSE, NEW DELHI 110001**

## **IMPORTANT NOTICE**

1. An incomplete or ambiguous or conditional or late bid is liable to be summarily rejected.
2. The bidder must attest the original tender document with authorized signature and stamp as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. In case of non-compliance, the bid is liable to be summarily rejected.
3. The submission and opening of bids will be through e-tendering process. Technical & Financial bids have to be submitted online only (no hard copy) on <http://www.tenderwizard.com>. Tender Document is to be downloaded directly from any of the following websites:
  - a) <http://www.tenderwizard.com/PB>
  - b) e-tender link in Doordarshan website, viz, <http://www.ddindia.gov.in/>
  - c) From Govt. e-procurement portal (CPP) viz, [www.eprocure.gov.in](http://www.eprocure.gov.in).

### **Note:**

- a) To participate in the E-Bid process, it is mandatory for bidders to register with 'TenderWizard' and to have valid user ID & Password.
- b) Prospective bidders are advised to obtain digital signature (Level 3) and register themselves at [www.tenderwizard.com/PB](http://www.tenderwizard.com/PB) well in advance. Please note that DD will in no way be responsible if a bidder fails to apply due to non-possession of Digital Signature & non registration.
- c) As a part of pre bid if there are changes in submission format, then all the bids submitted till that time will be null and void. The bidder has to resubmit the bids again. DD will not take any responsibility for any lapse whatsoever on account of this issue.

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## **SECTION-I**

### **STANDARD DEFINITIONS**

1. "Client" means Doordarshan (Prasar Bharati).
2. "Agency" means any interested and eligible firm/company registered under Companies Act, partnership Act, Sole proprietorship etc. who submit their proposals.
3. "Contract" means the Contract signed by the Parties viz. Doordarshan and the winning bidder and all the attached documents listed, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
4. "Project specific information", means such part of the Instructions to Agencies used to reflect specific project and assignment conditions.
5. "Day" means a calendar day.
6. "Government" means the Government of India.
7. "Instructions to Agencies" (Section VI of the RFP) means the instructions, which provides Agencies with all information needed to prepare their proposals/bids.
8. "Personnel" means professionals and support staff provided by the Agency
9. "Proposal" means the Technical Proposal and the Financial Proposal read separately and also together.
10. "RFP" means the Request for Proposal prepared by Doordarshan for the selection of Agency.
11. "Assignment/Job" means the work to be performed by the Agency pursuant to the signing of the Contract.
12. "Tender Wizard" means e-procurement software product for end-to-end solution for e-Tendering, E-Procurement and e-Auction. It is an exclusively web-based G2B (Government to Business) product for buying goods and services through quotations (RFQ/RFP), tenders (limited, LCB, NCB, ICB), catalogues, reverse auctions and selling goods through tender-cum-auction.

**SECTION-II****(RFP INFORMATION)****NAME OF ASSIGNMENT: SELECTION OF AGENCY FOR CHANNEL PACKAGING WORK FOR DD KASHIR CHANNEL**

<b>S. No</b>	<b>Description</b>	<b>Remarks</b>
1.	Tender Reference No.	11/16/2016-P-KC
2.	Tender Type	Open
3.	Tender Mode	e-procurement
4.	Tender Release Date	22.03.2017
5.	Date of uploading Revised Tender	09.06.2017
6.	Last date for Bid Submission	29.06.2017 till 1500hrs
7.	Date of Opening of Technical Bids	30.06.2017 at 1530hrs
8.	Date of Presentation	To be announced
9.	Opening of financial bid	To be announced
10.	Location of Bid Opening	Tower-A, Doordarshan Bhawan, Mandi House, Copernicus Marg, New Delhi-110001
11.	Contact Details for correspondence	<a href="mailto:dd.Kashir@gmail.com">dd.Kashir@gmail.com</a>
12.	Tender Category	Works/Services
13.	Earnest Money Deposit	Rs. 6,00,000/- only
14.	Tender document fee (non-refundable)	Rs. 5000/-
15.	Processing fees (non-refundable)	Rs. 25,000/-
16.	Bid Validity period	180 days from the day of opening of the financial bid
17.	Period of Contract	24 Months from the date of signing of the contract
18.	Contact Details (regarding Technical Support only)	E – Tender wizard: S.N.Jha: +91-8800991841 Abhinav: +91-9821066302
19.	Work Item Title/ Description	<b>SELECTION OF AGENCY FOR CHANNEL PACKAGING WORK FOR DD KASHIR CHANNEL</b>

The EMD (Earnest Money Deposit) is to be submitted by all the participating bidders in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Proforma enclosed as "**Annexure-4**" or Pay order/Bank Demand Draft drawn in favour of "**PB,BCI, DG: DD, New Delhi**" payable at New Delhi. The EMD shall be deposited at the Facilitation Counter of Directorate General of Doordarshan at Tower A, Ground Floor. The EMD of unsuccessful bidder/s will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value by it.

**Tender Document Fee:**

Tender document fee needs to be deposited in the form of a Demand Draft/ Banker's Cheque for an amount of Rs 5000/- (Rupees Five Thousand Only) (Non-refundable) from any scheduled bank payable at New Delhi in favour of "**PBBCI,DG:DD, New Delhi**" at the Facilitation Counter of Directorate General of Doordarshan at Tower A, Ground Floor.

**Processing Fee:** The proposal shall be accompanied by a non-refundable processing fee of an amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) by way of Demand Draft Bankers Cheque payable in the favour of **PBBCI,DG:DD,New Delhi** from any scheduled bank. It should be deposited at the Facilitation Counter of Directorate General of Doordarshan at Tower A, Ground Floor. (A single Demand Draft/ Banker's Cheque for Rs 30000/- covering both the Tender Document Fee and Processing Fee can also be given).

The tender document fee, processing fee and EMD would have to be deposited in an envelope duly super scribed with "**Tender No..... SELECTION OF AGENCY FOR CHANNEL PACKAGING WORK FOR DD KASHIR**" at the **Facilitation Counter of Directorate General of Doordarshan at Tower A, Ground Floor before the last date and time of uploading of tenders.**

## **SECTION-III**

### **INTRODUCTION**

#### **1. Introduction**

Doordarshan being India's public service broadcaster seeks to offer a healthy mix of Information, Education and Entertainment and telecasts programmes that take into account the varied needs of people across different regions through its National and Regional services. It is committed to address the dynamic requirements of its viewers with a wide range of programmes including Entertainment programmes, Public Awareness programmes, Target Audience programmes, News, programmes based on Agriculture etc. along with substantial live content.

#### **2. About DD KASHIR:**

DD KASHIR is a 24x7 satellite Channel of Doordarshan. The channel was launched in the year 2003. It is planned to bring fresh content on DD Kashir to showcase richness, variety and diversity of the local culture. The channel's USP will be to attract young people of Jammu & Kashmir with contemporary entertainment shows embedded with informative content.

## **SECTION-IV**

### **1. SCOPE OF WORK**

The channel packaging work as mentioned in this RFP Document should start within 4 weeks from the date of signing of contract.

The agencies are therefore expected to bid accordingly keeping in mind the manpower and equipment requirement of this channel given in subsequent paragraphs. The successful agency is expected to cover the following for DD Kashir:

- 1.1 Define channel branding:- Conceive, create and deliver on air- Channel montage, Templates, Promos, Stings, Bumps, Promo Jackets, Menu Plates, Channel Branding Guide Book, Coming Up Next, You are watching etc. for all scheduled programmes & create transitional graphics.
- 1.2 Provide support to Doordarshan in designing and executing graphics for various programmes.
- 1.3 Conceptualizing Cross Channel promotions of programmes, events etc. for TV Channel as well as for Radio.
- 1.4 Re-package telecast material on requirement basis.
- 1.5 Design and create graphics in Kashmiri, Urdu, Hindi, English and in any other Indian language.

## 2. ON-SITE REQUIREMENTS:

The Agency will provide trained manpower who are knowledgeable and have expertise in high end Graphics & Edit systems with equipments on site at **Doordarshan Kendra Srinagar, Srinagar-190001 Jammu and Kashmir**, as per the requirements defined as below. Space for working of the personnel and housing of the equipment would be provided by **Doordarshan Kendra Srinagar** in its premises during the period of contract.

### 2.1 Key Personnel and Manpower:

S.NO	Posts	Number	Experience (Years)	Documents Required
1.	Packaging Head-cum-Brand Manager	1	5 years' experience in TV graphics	Proof of experience
2.	Copy writer for Promos etc.	<b>As and when required</b>	2 years in the copy writing in the concerned language	Proof of experience
3.	Video Editors	2	2 years in Video Editing	Proof of experience
4.	Offline Graphics Artists	2	2 (Trained in visual effect softwares like 3D MAX, Adobe Premier, etc.)	Proof of experience
5.	Online Graphic Artists	2	2 (Trained in working in vizrt, Wasp 3D or similar)	Proof of experience
6.	Promo Producers	1	5 years in on-air promotions	Proof of experience
7.	Voiceover Artists	<b>As and when required</b>	<b>2 years experience</b> (Trained in Hindi, English, Urdu and Kashmiri voiceover for promos)	Proof of experience
8.	Music & Picture library with rights			Copy Right/License certificate

### 2.2 Hardware and Software:

The following hardware and software would be required to be installed by the bidder on-site at the following address: **Doordarshan Kendra Srinagar, Srinagar-190001 Jammu and Kashmir**.

- i. Two non-linear editing (NLE) system similar to or Adobe Creative Suite latest version with individual storage connecting in a network. The local storage for each of the NLE system should be minimum 8TB (2X4TB). All machines should be equipped with HD-SD/SDI I/Os.



- ii. Visual Effects and Graphics Machine similar to or Avid, vizrt, Wasp 3D
- iii. Adobe Premier After Effects with complete suit, Adobe Illustrator on separate high end work station or as latest machines available in market to meet the requirements.
- iv. 2 Lip Microphone for recording V.O.s connecting to both the NLEs.
- v. Network of all offered system.
- vi. Portable 4 TB or higher size HDD with high speed transfer support.
- vii. Two offline Graphics/ Visual Effects system with 3D Studio Max/ Cinema 4D and After Effects or similar on-dedicated high end work station.
- viii. One Graphics Automation system which uses the channel schedule (from traffic system) to create real time channel branding graphics. It should have the ability to connect to a 3<sup>rd</sup> party video servers i.e. K2 summit 3G Transmission 4 channel client-Make GRASS VALLEY – Model K2-XDT1-04 (1+1) or connects to its own. The proposed system should have been used in at least multi-channel video and graphics playout setups. The system should be setup in a 1 + 1 Fully redundant configuration with automatic failover.
- ix. Music Library with copy rights certificate - **as and when required.**
- x. Picture library with copy right certificate - **as and when required.**

### 3 Eligibility Criteria:

S. No.	Criteria	Supporting documents to be provided
1.	<p>The bidder should be a Company registered under the Companies Act, 1956 / Companies Act 2013 or a partnership registered under the Indian Partnership Act, 1932 or a sole proprietorship firm in existence and in business for the last 3 years, namely 2013-14, 2014-15 and 2015-16.</p> <p><b>(Consortium is not permitted)</b></p>	<p>Self-attested copy Certificate of Incorporation/Registration.</p>
2.	<p>The bidder should have a minimum turnover of Rs.50 lakh in channel packaging work in each of the last 3 (three) financial years namely 2013-14, 2014-15 and 2015-16.</p>	<p>1. Copy of the audited Profit and Loss Account, Balance Sheet, Annual report and Income Tax return of the last three financial years namely 2013-14, 2014-15 and 2015-16.</p> <p>2. CA certificate certifying the turnover in channel packaging work in each of the last three financial years 2013-14, 2014-15 and 2015-16.</p>
3.	<p>Experience of working in channel packaging as envisaged in the scope of work of this document. The bidder should have executed (completed works only) at least 3 (three) International/ National/ Regional projects of similar nature in the last 3 (three) financial years, namely 2013-14, 2014-15 and 2015-16.</p>	<p>Documents supporting the claim like work orders and completion certificates should be submitted. Projects under progress would not be considered for evaluation.</p>
4.	<p>The bidder should not have been blacklisted or debarred by Doordarshan/ Central / State Government/ or any other Government body as on the last date of submission of the bid.</p>	<p>An undertaking to this effect will have to be submitted with the technical bid by the authorized signatory of the Bidder on letter head of the bidder with signature and stamp.</p>
5.	<p>The bidder should be in possession of authorised/ licensed version of online graphics system (Vizrt, Wasp 3D or equivalent system).</p>	<p>Documentary proof of possession of license to use the software should be given along with the bid documents.</p>

## SECTION-V

### TECHNICAL AND FINANCIAL BID EVALUATION METHODOLOGY

#### A. BID OPENING AND EVALUATION OF PROPOSALS

##### Opening of Technical Proposal (To be uploaded Online only)

The Technical Proposal along with the requisite EMD will be opened in the presence of the authorized representatives of the agencies, who wish to be present.

#### 1. Documents required to be submitted along with technical bid

- i. Copy of Certificate of incorporation/Certificate of Registration/Any other document establishing the credentials of the Agency.
- ii. CA Certificate certifying the annual turnover in channel packaging in the last 3 financial years 2013-14, 2014-15 and 2015-16.
- iii. Self-certification by the authorized signatory of the bidder stating that the bidder is not blacklisted or debarred from tendering by Doordarshan/ Central Government/State Government/Other Government bodies or under a declaration of ineligibility for corrupt or fraudulent practices as on the last date for submission of the bid. **(Submission through Annexure-1)**
- iv. Copy of the audited profit and loss account, balance sheet, income tax return and annual report of the last 3 (three) financial years 2013-14, 2014-15 and 2015-16.
- v. Certificate or other documents substantiating the claim of experience and qualification in the field of Media, particularly, channel packaging or related work(s).
- vi. Copy of proof of payment of the Earnest Money Deposit (EMD)
- vii. Relevant Experience of the bidder for similar work in the field of media. Self-attested copies of work orders and completion certificates to be submitted.
- viii. Detailed Approach and Methodology for carrying out the task.
- ix. CVs of Key personnel in the organization as mentioned in **Annexure-6** be provided to assess capacity at the time of bidding. The winning bidder shall submit the CVs of onsite personnel to be deployed, a week before the signing of the contract.
- x. All relevant documents required as evidence of meeting technical evaluation criteria.
- xi. All claims in respect of technical parameters like media related jobs particularly similar to the one required under this RFP, experience of key personnel, international/national/regional assignments, annual turnover

from media & entertainment focused assignments etc. shall strictly be supported with the necessary documents failing which the claim shall not be entertained.

- xii. The bidder will also be required to make Power Point/Multimedia/Show Reel in Video form Presentation about the details of their proposal to the committee on the day as decided by Doordarshan.

### **OPENING OF TECHNICAL BID:**

- i. Bids duly submitted/uploaded, will be opened online on the scheduled date and time. The bids will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of the bids.
- ii. Bid of only those bidders will be opened who have submitted requisite EMD in original detail as above within the specified time limit.
- iii. If due date of receipt of tenders and/or that of opening of tender happens to be a closed holiday(s), the bids would be opened on the next working day but the time of receipt and of opening will remain the same.
- iv. Doordarshan reserves the right to postpone and/or extend the date of submission/opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from Doordarshan.

### **FINANCIAL BID**

“Financial Proposal” would be opened only of the technically qualified bidders securing **60 or above marks** during the technical evaluation. The date and time of opening of Financial Proposal would be intimated to the Bidders qualifying at Technical Evaluation stage separately. The Financial Proposal will be opened in presence of the authorized representatives of the bidders, who wish to be present. Financial Proposal of other bidders not eligible and / or not technically qualified will not be opened.

#### **1. Preparation of Financial Bids**

- i. The bidder should upload Bid document with duly signed copies of the requisite documents through digital signature.
- ii. The Bidders are required to submit the complete financial bid documents through e-tendering only after satisfying each and every condition laid down in the tender documents. Bids submitted in other forms shall be summarily rejected.
- iii. Do not upload Financial Bid document with any other bid documents. Financial bid has to be uploaded separately.
- iv. All rates should be in figures and in words. In case of discrepancy between the words and the figures the rate indicated in words shall prevail.

- v. Rates quoted should be firm and fixed. No price variation and escalation will be allowed subsequently at all.

## **2. Submission of Financial Bid:**

- i. Financial Bid should be submitted through e-tendering mode only and duly digitally signed by the authorized person, giving full name of the firm with its current business address. The letter of authorization shall be indicated by written Power-of-Attorney/ Authorization Letter accompanying the bid.
- ii. Doordarshan reserves the right to reject any or all tenders or drop part of tender without assigning any reason whatsoever.
- iii. The bidders should satisfy themselves before submission of the bid to Doordarshan that they understand, accept and satisfy each and every condition laid down in the tender document.
- iv. Bidders have to quote their rates strictly as per the financial bid format enclosed as **Annexure-3** and it should be submitted/ uploaded through online/ e-tendering mode only.
- v. The prices shall remain FIXED AND FIRM till entire contract period /completion of the Assignment.
- vi. The cost component and applicable taxes should be shown separately in the Financial bid proforma.
- vii. In case the Prices quoted by bidders are with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- viii. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of the said bidder.

## **3. Earnest Money Deposit (EMD)**

- i. Bidders shall submit Earnest Money of Rs. 6,00,000/- (Rs. Six lakhs Only) in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Proforma enclosed as "**Annexure-4**" or Pay Order or Bank Draft drawn in favour of "**PB,BCI, DG: DD, New Delhi**" payable at New Delhi and shall be (initially be kept) valid up to 210 days or such extended period. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected. EMD should be deposited at the Facilitation Counter of Directorate General of Doordarshan at Tower A, Ground Floor. Bids not accompanied by the requisite tender document fees, processing fee and EMD shall be treated as non-responsive and shall be rejected.
- ii. Earnest Money shall be forfeited in case of the following:
  - a) On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.

- b) On refusal to enter into contract agreement after award of contract.
  - c) Non submission of Contract Performance Guarantee.
- iii. The EMD shall be returned without interest:
- a) To the all unsuccessful bidders will be returned at the earliest after the bidders are shortlisted for opening the Financial Bids.
  - b) To successful bidder on entering into the written contract & submission of Contract Performance Guarantee by successful bidder but not later than within one month of the award of the job.
  - c) In case bidding process is terminated by Doordarshan for any reason.

#### **4. Performance Bank Guarantee (PBG):**

- i. A Performance Bank Guarantee / Security Deposit equaling 10% of the contract value for 24 months should be submitted by successful bidders in form of pay order or Demand Draft (DD)/ Bank Guarantee within 10 days of the award of work as per prescribed format enclosed as "**Annexure-5**" issued in favour of "**PB, BCI, DG: DD, New Delhi**" and Payable at New Delhi.
- ii. The PBG / Security deposit shall be valid for a period of 27 months. The performance bank guarantee shall be returned to the agency without any interest upon completion of all items of work as defined in scope of work, submission of final report and acceptance of the same by DD. In case of any failure/non-performance of the contract as per the terms and conditions, PBG shall be forfeited/ en-cashed.

#### **5. Procedure for Technical evaluation of the bids**

- i. Doordarshan will assign marks to the response of each agency based on marks assigned to each of the criteria in RFP. The details of marking scheme for technical evaluation are given in the **Annexure-6**.
- ii. The Technical Proposal will be evaluated on the basis of the bidder's experience, its understanding of the Scope of Work, proposed methodology and work plan and the qualifications and experience of Key Personnel and financial strength of the bidder.
- iii. A minimum of 60 marks should be scored in the proposal for the bid to be declared qualified. Bids securing less than 60 marks in technical bid evaluation shall be rejected.
- iv. Only those bids will be evaluated which will fulfill the eligibility criteria. Non-compliance to eligibility criteria will result in the rejection of bids.

- v. Weightage to technical and financial bid: 70%-30% and the final proposal would be evaluated as per the combined quality cum cost based system (CQCCBS) of bid evaluation.
- vi. Date of presentation will be declared later and informed to all the eligible bidders.

**Financial Bid would be opened after the Bidder qualifies the Technical evaluation by securing 60 or more marks.**

## **6. Methodology for evaluation of bids and selection of the winning bidder**

All the technical bids received in response to this RFP would be evaluated on the basis of the criteria given in **Annexure 6** and marks will be awarded to the eligible bidders as per the parameters given in the Annexure 6, for the purpose of obtaining the 'Technical Scores' of bidders. Only those bidders, who obtain a technical score of 60 and above would be short listed for the purpose of opening of their financial bids. The financial bids of the shortlisted bidders would be opened on the date mentioned in this RFP Document, by a Committee constituted by the DG, DD for this purpose. The financial bids would be opened by the committee in the presence of the bidders or their authorized representatives (maximum 2 persons per bidder) at the appointed date and time at the following venue:

**Directorate General of Doordarshan  
Doordarshan Bhawan  
Tower-A  
Copernicus Marg, Mandi House, New Delhi-110001**

Under the **Combined Quality-cum-Cost Based System (CQCCBS)**, the evaluation of the eligible bids will be done in the following manner:

1. The Technical bid/proposals will be allotted weightage of 70%, while the financial bid/proposals will be allotted weightage of 30%.
2. Financial proposal with the lowest cost will be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices.
3. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
4. On the basis of the combined weighted score for quality and costs, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total score in evaluation of quality and costs will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 would be recommended for award of the contract.
5. An example to explain the evaluation methodology to be adopted in this RFP is given below for the information of the bidders:

- i) Suppose 3 bids are received from bidders A, B & C respectively, they would first be given marks for evaluation of their technical bids as per the criteria given in Annexure 6. Suppose the bidders A, B and C are allotted 75, 80 and 90 marks respectively, they would all become eligible for opening of their financial bids.
- ii) Suppose the price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs.120
B	Rs.100
C	Rs.110

Using the Formula LEC/EC, where, LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost. The financial bids will be given the following points for financial proposals:

$$\begin{aligned} \text{A: } & (100/120) \times 100 = 83 \text{ Points} \\ \text{B: } & (100/100) \times 100 = 100 \text{ Points} \\ \text{C: } & (100/110) \times 100 = 91 \text{ Points} \end{aligned}$$

Thereafter, for the purpose of obtaining the combined score proposals will be evaluated by using the Formula as shown below:

$$\begin{aligned} \text{Proposal A : } & 75 \times 0.70 + 83 \times 0.30 & = 77.40 \text{ Points} \\ \text{Proposal B : } & 80 \times 0.70 + 100 \times 0.30 & = 86.00 \text{ Points} \\ \text{Proposal C : } & 90 \times 0.70 + 91 \times 0.30 & = 90.30 \text{ Points} \end{aligned}$$

The 3 proposals in the combined technical and financial evaluation will thus be ranked as under:

$$\begin{aligned} \text{Proposal A : } & 77.40 \text{ Points} & : \text{H3} \\ \text{Proposal B : } & 86.00 \text{ Points} & : \text{H2} \\ \text{Proposal C : } & 90.30 \text{ Points} & : \text{H1} \end{aligned}$$

Proposal C, which has the highest combined score, with the bid cost of Rs.110 would, therefore, be declared as the winner and recommended for approval of the competent authority for award of work.

## 7. Deviation:

The bidder must comply with the Scope of work, all terms and conditions of work as per bid document. No deviation on the lower side in this regard shall be accepted. In case of any deviation, Bids shall be summarily rejected.

8. Bidders may be present in person or may send their authorized representative at the time of opening of bid as per schedule. No further intimation shall be given if there is no change in the schedule.
9. Doordarshan reserves the right to reject any offer in full or in part & award the work to one or more than one bidders, without assigning any reason thereof and without incurring any liability to the affected bidders for the action of Doordarshan.



## **SECTION-VI**

### **INSTRUCTIONS TO BIDDING AGENCIES**

The agencies/bidders are advised to study the tender document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

#### **Submission of the Bid:**

Agency shall submit their responses online through e-tendering website [www.tenderwizard.com/DD](http://www.tenderwizard.com/DD).

#### **A. The submission and opening of Financial Bid will be through e-tendering process only.**

Interested Agencies/bidders can download tender document from the DD website (i.e. <http://www.ddindia.gov.in>) or [www.eprocure.gov.in](http://www.eprocure.gov.in) and e-tendering regd. link is given in DD website i.e. [www.tenderwizard.com/PB](http://www.tenderwizard.com/PB)

*(Note: To participate in the e-Bid submission, it is mandatory for the bidder to have a user ID & Password. For this purpose, bidder has to register itself with DD through tender Wizard Website given below. Please also note that the bidder has to obtain digital signature token for applying for the e-Bid. In this connection, bidder may also obtain the same from tender Wizard.)*

#### **B. Steps for Registration:**

Go to website "<http://www.tenderwizard.com/PB>".

Click the link 'Register Me' or 'New User? Sign Up'

Enter the details about the E-tendering as per format.

Click 'Create Profile'.

E-tender will get confirmation with **Login ID and Password**.

#### **C. Steps for application for Digital Signature from Bid Wizard:**

Download the Application Form from the website <http://www.tenderwizard.com/PB> Follow the instructions as provided therein. In case of any assistance, you may contact DD officers whose address is given in the tender document.

Bid is to be submitted through online mode on website [www.tenderwizard.com/PB](http://www.tenderwizard.com/PB) in the prescribed form.

**Scanned soft copy of the documents required to be given for the qualifying response:**

**General Documents/EMD/PBG**

1. **Annexure-1:** Letter for Submission of Bid & **Annexure-2:** General criteria details.
2. EMD of Rs. 6,00,000/- (Rupees Six Lakhs only) in the form of Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-4**" or Pay order/Bank Demand Draft drawn in favour of "**PB,BCI, DG: DD, New Delhi**" payable at New Delhi & scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender at Facilitation counter, Tower-A, Doordarshan Bhawan, Copernicus Marg, Mandi House, New Delhi-110001
3. **Tender Document Fee:**  
Tender document fee needs to be deposited in the form of a Demand Draft/ Banker's Cheque for an amount of Rs 5,000/-(Rupees Five Thousand Only)(Non-refundable) from any scheduled bank payable at New Delhi in favor of "PBBCI,DG:DD, New Delhi" at Facilitation counter, Tower-A, Doordarshan Bhawan, Copernicus Marg, Mandi House, New Delhi-110001
4. **Processing Fee:** The proposal shall be accompanied by a non-refundable processing fee of an amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) by way of Demand Draft payable in the favor of PBBCI,DG:DD,New Delhi from any scheduled bank. It should be deposited Facilitation counter, Tower-A, Doordarshan Bhawan, Copernicus Marg, Mandi House, New Delhi-110001 (A single Demand Draft/ Banker's Cheque for Rs 30,000/- covering both the Tender Document Fee and Processing Fee can also be given).

**Financial Bid (ONLINE ONLY)**

1. **Annexure-3** -Financial Proposal/Bid.

Financial bid to be uploaded in the specific format designed & same may be downloaded from website [www.tenderwizard.com/DD](http://www.tenderwizard.com/DD) and after filling the form it is to be uploaded therein through digital signature.

***(Note: All papers that comprise the Bid document of the concerned Bid must be numbered. An index of each page should also be provided. )***

## **SECTION – VII**

### **1. GENERAL CONDITIONS**

1. The bidder should submit the documents through e tendering mode viz. letter of submission of bid enclosed as Annexure-1, General criteria details enclosed as Annexure-2, Financial bid/Proforma of schedule rates enclosed as Annexure-3 to be filled up online. Original of requisite EMD to be submitted on or before last date of submission of Bids. Bids fulfilling the above conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
3. The response to this RFP shall be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.
4. All communications to Doordarshan including this RFP and the bid documents will be signed on each page by the authorized representative of the bidder.
5. Scanned copy/ details of "Earnest Money Deposit" should be uploaded in portal.
6. Original EMD to be submitted on or before the last date of the submission.
7. Doordarshan reserves the right to ask to submit any document if desired so at any stage & also the right to verify/confirm all original documents & failure to produce the same within the period as and when required and notified in writing by Doordarshan shall result in summarily rejection of the bid.
8. Doordarshan reserves the sole right to accept or reject any or all requests for engagement/ bids without assigning any reason for the same and/ or to accept in parts and engage more than one agency at its sole discretion.
9. Acceptance of the application(s)/ bid(s) constitutes no form of commitment on the part of DD. Furthermore, this acceptance of the application/bid confers neither the right nor an expectation of minimum order within the proposed project.

10. Doordarshan reserves the right to call for fresh tenders/financial bid invitation at any stage and /or time as per the present and /or envisaged DD requirements even if the tender is in evaluation stage or in any stage.
11. At any time prior to the last date for receipt of bids, DD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. DD may, at its sole discretion, also extend the deadline for submission of proposals by issuing a corrigendum.
12. The responder shall bear all costs associated with the preparation and submission of its response/ bids, and DD will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
13. Successful Bidder has to enter into a Pre-Contract Integrity Pact Agreement. Format for Pre-Contract Integrity Pact is provided in **Annexure-7**.
14. All Corrigendum/Amendment/Corrections, if any, will be published on the e-Procurement portal ([www.tenderwizard.com/PB](http://www.tenderwizard.com/PB)) and DD website [www.ddindia.gov.in](http://www.ddindia.gov.in). Bidders are advised to checkup the portal from time to time for updates, if any.
15. The agency concerned shall also provide Name/Contact Numbers/Email IDs/Fax No. of all Key management officials.
16. The Agency bidding for the contract may please note that they shall not be allowed to use the DD staff/resources for carrying out the assigned job unless specified in this RFP.
17. Bidder should undertake to return to DD all the infrastructure items if any, storage media etc, or any other device/ data / material etc received during the process of execution of this contract.
18. The agency shall operate and deploy professionally qualified and trained personnel at work place.
19. The performance of service of the personnel deployed will be the essence of the contract and shall form the central factor. The agency shall take all possible steps to ensure the uniformity of its performance as determined by DD from time to time.
20. The personnel deployed shall not use any property of DD without prior permission or in any way leak any privileged information available with them in course of their duties.
21. The services rendered by the Agency under the contract shall be under close co-ordination and guidance/instructions of the DD. Agency shall frame appropriate procedure for taking immediate action as may be advised by the DD from time to time in writing.

22. The Agency shall decide the modus operandi as to engage Personnel (As specified in the RFP) by it for rendering proper and efficient personnel services and to confirm to its prescribed standards.
23. The Agency shall be responsible for the proper conduct and behavior of the personnel deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental to the DD. The Agency shall have to replace any of the personnel within 24 hours, if desired so by the DD or his authorized representatives.
24. The DD reserves the right to order any personnel of the Agency to leave its premises if his/her presence at any time is felt undesirable.
25. It shall be the Agency's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The Agency indemnifies and shall always keep DD indemnified against all losses, damages, claims/ actions taken against DD by any Authority/office in this regard.
26. If DD notices that the personnel deployed by the agency has/have been negligent, careless, indulges in theft or any illegal/ irregular activities in rendering the services as specified in the RFP, DD shall be free to take action accordingly.
27. Time is the essence of the contract. Completion of assignment in time is most important element of the contract. The progress of work shall be evaluated on weekly basis.

## **2. LIQUIDATED DAMAGES (LD) FOR DELAY IN TIMELY COMPLETION/ NON- COMPLETION OF ASSIGNED WORK AND PENALTIES**

If the Bidder does not deploy the resources, as per the agreed scope of services with Doordarshan in accordance with the RFP, or such authorized extension of delivery period as may be permitted in writing by Doordarshan, Doordarshan shall impose a penalty as given below:

- a) Non deployment of resources as above at DD by the due date – penalty for this would be charged at the rate of 0.1% of the total contract value for each day's delay beyond the stipulated delivery period subject to a maximum period of 15 days. If the delivery, of whole or in part, is delayed beyond 15 days from last date of delivery as given in the purchase order, DD will have option to cancel the purchase order and to forfeit the security deposit of the agency.
- b) In case of unsatisfactory performance of the contract by not keeping the work deadlines as required by Doordarshan, then DD will have the right to withdraw the work & get the work completed at the risk and cost of the agency. Further the vendor is deemed to have agreed and accepted DD's reserved right to forfeiture of PBG apart from imposing other liquidated

damages as decided by DD at its sole discretion. Apart from this the vendor may be blacklisted for a period of as decided by DD at its sole discretion and/ or more for participating in any of the tenders as invited by DD in future.

- c) Personnel are required to work as per project requirement by respective Project-in-charge. Personnel are required to work on need-basis and may have to work after office hours as well. These will be considered as a part of regular Duties under contract and no extra payment will be made for the same. Not Reporting for work will be considered as absence and deductions from the monthly payment due at pro-rata basis will be done. However, if a person provided by the vendor is absent for more than 3 days continuously and a replacement is not provided then a penalty of Rs.10,000/- per day will be levied for the period of absence in addition to pro rata deduction in the bill for that period.
- d) The vendor would not change any of the personnel provided under the contract to DD, without prior approval from the concerned authorities of DD. In case any change is allowed by DD then also the manpower replacement being provided should possess the relevant qualification and experience for the post as provided in this RFP.
- e) The Agency shall at its own expenses make good any loss or damage suffered by the DD as a result of the acts of commission or omission, and negligence or otherwise of its personnel while providing the said services at any of the premises of the DD or otherwise.
- f) If there are any defects arising from failure of equipment to meet the specifications within the period of the contract, the Bidder shall replace/repair the defective equipment at his expense within 24 hours. The breakdown period of any setup should not be more than 24 hrs. In case of any breakdown of equipment a penalty of Rs.25,000/- shall be levied per day if the faulty equipment is not replaced/repared within 24 hours from the time of reporting of the fault. In addition to that since it is logical that equipments will not be utilized, no payment will be made for that day. Subsequent to that rental payment will not be made till the equipment is rectified/replaced for deployment.

### **3. CONTRACT**

#### **1. Duration/ Period of Contract:**

The contract period will be for 24 months from the date of its signing.

#### **2. Termination of Contract:**

- 2.1 In case, in the opinion of DD if the agency is not performing satisfactorily, indicating poor work, the agency is acting in anyway prejudicial to the completion of project, on adoption of unethical practices etc. the contract may be terminated partly or fully by giving 30 days' notice and the balance works shall be executed by DD at the risk & cost of the agency.

#### **4. TERMS OF PAYMENT:**

1. Payment equivalent to 1/24<sup>th</sup> of the bid amount shall be released by the 15<sup>th</sup> of the following month to which the payment relates or 15 days after submission of invoice by the Agency, whichever is later.
2. All deductions on account of taxes as per prevailing law shall be made from the payment being made and such deducted taxes shall be remitted to the concerned tax department.
3. A designated committee constituted by DG:DD shall keep a watch on the performance of the Agency and will assess the performance on quarterly basis.
4. Any penalty imposed by Doordarshan under the terms and conditions of this RFP shall be acceptable to the agency and shall be deducted from the payment due.
  - i. All Payments to be made in INR only and subject to liquidated damages and taxes, duties, penalties as applicable, if any.

#### **5. FORCE MAJEURE**

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of Prasar Bharati as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, Prasar Bharati may at its option, terminate the contract without any obligation to compensate the Bidder.

#### **6. GENERAL CONDITIONS**

##### **1. Disputes Resolution & Arbitration**

- 1.2 Disputes under the agreement shall be settled by mutual discussion.
- 1.3 However, in the event amicable resolution or settlement is not reached between the parties, the differences or disputes shall be referred to and settled by the Sole Arbitrator to be appointed by DG, DD.

- 1.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 1.5 The venue of the arbitration shall be New Delhi, India.
- 1.6 The fee & other charges of Arbitrator shall be shared equally between the parties.

## **7. JURISDICTION OF COURTS etc.**

The Courts/any other Tribunal or Forum in Delhi/New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

## **8. SUB-CONTRACTING**

1. The successful Bidder shall not assign the contract to a third party without obtaining the written permission of Prasar Bharati. If any such assignment is made without obtaining the written consent of Prasar Bharati the agreement shall be liable to be terminated and the Performance Guarantee shall be forfeited.
2. It will be imperative on each bidder to fully acquaint itself of all factors/activities which would have effect on the performance of the work and its cost.

## **9. CONFIDENTIALITY**

1. Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding agencies or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding agency of confidential information related to the process may result in rejection of its proposal. The DD data / media shall remain under the control of the DD. Selected Agency shall not copy, reproduce, store, or record any data at any time or for any purpose. The Agency shall be provided access to data, as necessary and on a need to access basis, solely to perform the Services. Any breach of the foregoing covenant shall be treated as a material default liable for immediate termination of the job, without prejudice to any other action, as may be liable to be taken against the Agency under the extant law and the contractual obligations.

### **Disclaimer**

This RFP is not an offer by Doordarshan, but an invitation to receive offer from agencies. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized Officer of Doordarshan with the agency.



**Letter for Submission of Bid**

To,  
The Director General  
Doordarshan,  
Copernicus Marg  
Mandi House  
New Delhi-110001

Sub.: Engagement of Service Agency for channel packaging work of DD-Kashir Channel

Sir,

1. With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ SELECTION OF AGENCY FOR CHANNEL PACKAGING WORK FOR DD KASHIR CHANNEL for a period of 24 months, I wish to apply for engagement with DD-Kashir.

Further, I hereby certify that-

2. I /We have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
3. I am not a defaulter/ we are not a defaulter of Doordarshan at the time of the submission of the bid. No amount is owed by me/us to Doordarshan. No legal Proceeding for recovery of outstanding dues initiated by Doordarshan against me/us is pending.
4. No order of blacklisting passed by Doordarshan the Central Government/any State Government/ any PSU is in operation against me/us as on date.
5. I /We further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Doordarshan.
6. Our bid shall remain valid for period of 180 days from the date of opening of the financial bid

**Date:**  
**Place:**

**Signature:**  
**Full Name:**

**Designation:**  
**Address:**

**Note:** In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

**SELECTION OF AGENCY FOR CHANNEL PACKAGING WORK FOR DD  
KASHIR CHANNEL for a period of 24 Months.**

**GENERAL CRITERIA DETAILS**

1. The Agency : \_\_\_\_\_
2. Name : \_\_\_\_\_
3. Regd. Address : \_\_\_\_\_
- a) Address of Office : \_\_\_\_\_  
\_\_\_\_\_
- b) Contact Person's : \_\_\_\_\_
- I. Name & Design : \_\_\_\_\_
- II. Address : \_\_\_\_\_  
\_\_\_\_\_
- III. Tel No. Landline Mobile : \_\_\_\_\_
- IV. Email ID : \_\_\_\_\_
4. Type of Firm (Please Tick) : Private Ltd./ Public Ltd./ Cooperative/  
Partnership/ Proprietor
5. PAN No. : \_\_\_\_\_
6. Service Tax Reg. No : \_\_\_\_\_
7. E.M.D. Details : Rs. \_\_\_\_\_
- DD No. : \_\_\_\_\_
- Name & Address of Bank : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Tender Document fee Details : \_\_\_\_\_
9. Processing fee details : \_\_\_\_\_
10. Brief details of experience in Channel packaging work undertaken during the last 3 financial years i.e., 2013-14, 2014-15 and 2015-16.
11. Listing of documents attached with the technical bid proposal.

Signature.....

Full Name.....

Designation.....

Address.....

.....

**FINANCIAL BID FORMAT**  
(To be given on Company Letter Head)

Reference No.

Date: .....

Dear Sir,

With reference to your RFP for “**Channel Packaging work for DD KASHIR Channel**” we have carefully studied the scope of work and deliverables and based on these we submit our best price for carrying out the desired scope of work as given below for DD KASHIR channel:

**Breakdown of Prices: A. Cost of Manpower**

Sr. No.	Manpower to be deployed by the bidder on site	Number of required manpower	Cost for 1 month (In Rs.)	Applicable Tax for 1 month with details (In Rs.)	Total Amount for 1 month (D+E) (In Rs.)	Cost for 24 months (In Rs.)	Applicable Tax for 24 months with details (In Rs.)	Total Amount for 24 months (G+H) (In Rs.)
A	B	C	D	E	F	G	H	I
1.	Packaging Head-cum-Brand Manager	1						
2.	Copy writer for Promos etc.	As and when required						
3.	Video Editors	2						
4.	Offline Graphics Artists	2						
5.	Online Graphic Artists	2						
6.	Promo Producers	1						
7.	Voiceover Artists	As and when required						
<b>TOTAL (A)</b>								

**B. Cost of Equipment:**

Sr. No	List of Equipment to be provided by the bidder on site	Cost for 1 month (In Rs.)	Applicable Tax for 1 month with details (In Rs.)	Total Amount for 1 month (C+D) (In Rs.)	Cost for 24 months (In Rs.)	Applicable Tax for 24 months with details (In Rs.)	Total Amount for 24 months (F+G) (In Rs.)
A	B	C	D	E	F	G	H
1.	Non Linear Editing Systems						
2.	Visual Effects and Graphics Machine						

3.	Adobe Premier after Effects with complete suit, Adobe Illustrator on separate high end work station						
4.	Two Lip Microphones connecting to both NLEs						
5.	Network of all offered system						
6.	Portable 4 TB or higher size HDD						
7.	Two offline Graphics/ Visual Effects system with 3D Studio Max/ Cinema 4D and After Effects or similar on dedicated high end work station.						
8.	One Graphics Automation system						
9.	Picture & Music Library <b>(as &amp; when required)</b>						
<b>TOTAL (B)</b>							
<b>Total Cost for Manpower &amp; Equipment</b>							

1. Certified that the total work as given in the RFP will be completed for a sum of Rs..... (Rupees in words.....) + Taxes as applicable for a period of **two years** for DD Kashir Channel.
2. Certified that the all the expenditure to be met on account of maintenance of the leased equipment, during the currency of the contract would be borne by my concern without any additional financial liability on Doordarshan.

**Date:**

**(Signature with Stamp of the Bidder)**

**BID BANK GUARANTEE (EARNEST MONEY)**  
(To be stamped in accordance with Stamp act)

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2017  
by \_\_\_\_\_

having one its branch at **(Name of the Bank)** \_\_\_\_\_ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of Doordarshan, having its office at \_\_\_\_\_ (hereinafter called "DD") which expression shall include its successors and assigns.

WHEREAS DD has invited tender vide their Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_ to be opened on \_\_\_\_\_ AND \_\_\_\_\_

WHEREAS M/s **(Name of Tenderer)** \_\_\_\_\_

\_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job \_\_\_\_\_ as contained in the tender.

AND WHEREAS the Tender is required to furnish to DD a Bank Guarantee for a sum of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we **(Name of Bank)** \_\_\_\_\_

have at the request of the tenderer agree to give DD this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by DD during the period of validity as mentioned in the Tender or any extension thereof as DD and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay DD, New Delhi on demand without demur to the extent of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ only).

We further agree as follows:-

1. That DD may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between DD and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by DD of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or

omission on the part of the DD or any indulgence by DD to the said Tenderer or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to DD in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of DD in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and this Guarantee shall remain in force till \_\_\_\_\_ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to \_\_\_\_\_ all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness where of the Bank has subscribed and set its name and seal here under

**Note: - The date shall be thirty (30) days after the last date for which the bid is valid.**

**Form of performance guarantee / Bank guarantee bond**

In consideration of the Prasar Bharati, Broadcasting Corporation of India, DG: Doordarshan (hereinafter called "Doordarshan") having offered to accept the terms and conditions of the proposed agreement between Doordarshan and .....(Hereinafter called "the Agency") for the work of Channel Packaging work of DD Kashir, (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security / guarantee from the Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We .....(indicate the name of the Bank)(hereinafter referred to as the "Bank") hereby undertake to pay to Doordarshan an amount not exceeding Rs..... (Rupees..... Only) on demand by Doordarshan.
2. We .....(indicate the name of the Bank)do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from Doordarshan stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consulting Agency. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding RS..... (Rupees..... only).
3. We, the said Bank, further undertake to pay the Government any money so demanded  
Notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there-under, and the Agency shall have no claim against us for making such payment.
4. We..... Further agree that the Guarantee herein contained shall.  
(indicate the name of the Bank) remain in full force and effect during the period that would be enforceable till the dues of the Doordarshan under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Officer-in-charge, on behalf of the Doordarshan, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency, and accordingly discharges this guarantee.
5. We .....(indicate the name of the Bank) further agree with the Doordarshan that the Doordarshan shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the |Doordarshan

against the said Agency, and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved our liability by reason of any such variation or extension being granted to the said Agency or for any forbearance, act of omission on the part of the Doordarshan or any indulgence by the Doordarshan to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

7. We.....(indicate the name if the Bank)..Lastly undertake not to revoke this Guarantee except with the previous consent of the Doordarshan in writing.

8. This Guarantee shall be valid up to .....Unless extended on demand by the Doordarshan.

Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees .....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

9. Dated the.....day of.....for.....(indicate the name of the bank)



**Marking Scheme**

S.No	Evaluation Criteria	Sub-Criteria	Scoring	Max. Marks
1.	Relevant Experience	Experience in handling channel packaging projects in the last 3 (three) financial years	<ul style="list-style-type: none"> <li>➤ 3 Completed Projects: <b>25 marks</b></li> <li>➤ 4-5 Completed Projects: <b>30 marks</b></li> <li>➤ 6 or more Completed Projects: <b>35 marks</b></li> </ul>	<b>35</b>
2.	Key Personnel in the organization	<b>Number of years of experience for the following</b> 1. Packaging Head cum Brand Manager	<ul style="list-style-type: none"> <li>➤ 5 years – <b>10 marks</b></li> <li>➤ Above 5 years – <b>15 marks</b></li> </ul>	<b>35</b>
2. Promo Editors		<ul style="list-style-type: none"> <li>➤ Up to 2 years – <b>3 marks</b></li> <li>➤ Above 2 years up to 4 years – <b>5 marks</b></li> <li>➤ Above 4 years – <b>10 marks</b></li> </ul>		
3. Graphic Artists		<ul style="list-style-type: none"> <li>➤ 2 years – <b>3 marks</b></li> <li>➤ Above 2 years up to 4 years – <b>5 marks</b></li> <li>➤ Above 4 years – <b>10 marks</b></li> </ul>		
3.	Approach and Methodology in the form of presentation covering these three issues	a. Understanding of project objectives	<b>6 marks</b>	<b>20</b>
		b. Proposed approach and methodology	<b>10 marks</b>	
		c. Tools to be used on the project	<b>4 marks</b>	
4.	Financial Strength	Average annual financial turnover of the bidder in each of the last 3 financial years, namely 2013-14, 2014-15 and 2015-16	<ul style="list-style-type: none"> <li>➤ Rs.50 lakh to 60 lakh – <b>5 marks</b></li> <li>➤ Rs.60 lakh to 70 lakh – <b>7 marks</b></li> <li>➤ Above Rs.70 lakh – <b>10 marks</b></li> </ul>	<b>10</b>
			<b>Total Marks</b>	<b>100</b>

**INTEGRITY PACT**  
**PRE-CONTRACT INTEGRITY PACT**

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of \_\_\_ 2017, between, on one hand, Prasar Bharati Broadcasting Corporation of India acting through Shri (Designation of the officer,), Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ (herein after called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name \_\_\_\_\_ what is being procured) and the BIDDER/Seller is willing to offer/has offered the (State what is being offered).

WHEREAS the BIDDER/SELLER is a private company/ public company/ Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Department of the Government of India/PSU performing its functions on behalf of the Chief Executive Officer.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/SELLER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the Buyer**

- 1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to Head or concerned Functional Director General of Doordarshan or any other officer appointed by him/her for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.
- 2.1 The BUYER will exclude from the process all known prejudiced persons.
- 2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Commitments of Bidders**

3. The BIDDER/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
  - 3.1 The BIDDER/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 3.2 The BIDDER/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the

BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER/SELLER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/SELLER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER/SELLER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER/SELLERs exclusion from the tender process.

4.2 The BIDDER/SELLER agrees that if it makes incorrect statement on this subject, BIDDER/SELLER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money**

5.1. While submitting commercial bid, the BIDDER/SELLER shall deposit an amount (to be specified in the RFP (Request for Proposal) as Earnest Money, with the BUYER through any of the following instruments (as specified In RFP):-

(i) Bank Draft or a Pay Order

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

(iii) Any other mode or through any other instrument (to be specified in RFP).

5.2. The Earnest Money Deposit/Security Deposit & Retention Money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.

5.3 In the case of successful BIDDER/SELLER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violation**

6.1 Any breach of the aforesaid provisions by the BIDDER/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER / SELLER. However, the proceedings with the other BIDDER(s) / SELLER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.
- (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER
- (vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of

Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER/SELLER shall be final and conclusive on the BIDDER/SELLER. However, the BIDDER/SELLER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- a) The Bidder undertakes that during the previous one year, the Bidder has not supplied/is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU.
- b) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("**Lower Price**"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("**Price Difference**") within 15 days of receipt of the said written notice.
- c) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7 (b), then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer. "

## **8. Independent Monitors**

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the Chief Executive Officer (CEO) of the BUYER Corporation.

- 8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/SELLER. The BIDDER/SELLER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with the confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the CEO of the BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its authorised agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER and the BIDDER/SELLER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12. Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



13. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

<b>Buyer</b>	<b>Bidder</b>
Name of the Officer:	Name of the Officer:
Designation: Department/Ministry:	Designation:
Signature:	Signature:
Witness 1: (Signature with Name and Address)	Witness 1: (Signature with Name and Address)
Witness 2: (Signature with Name and Address)	Witness 2: (Signature with Name and Address)

**Check List**

<b>S.No.</b>	<b>Documents</b>	<b>Submitted (Yes/No)</b>
1.	Certificate of Incorporation/ registration/Other related document	
2.	Copy of the audited profit and loss account, balance sheet, Annual report and Income Tax return of the three Financial years 2013-14, 2014-15 and 2015-16	
3.	Documents supporting the claim for Experience of working in channel packaging, as envisaged in the scope of work in the document. Self-attested copies of work order and completion certificate to be given.	
4.	A self-certified letter by the authorized signatory of the bidder stating that the bidder is not blacklisted or debarred from tendering by the Central Government/State Government/Other Government bodies or under a declaration of ineligibility for corrupt or fraudulent practices as on the last date for submission of the bid.	
5.	Earnest Money Deposit (EMD)	
6.	Processing Fee	
7.	Tender document fees	
8.	CVs of people currently employed be provided to assess capacity at the time of bidding and in such cases the winning bidder shall submit the CVs of onsite personnel a week before the signing of the contract	
9.	All relevant documents required as evidence of meeting technical evaluation criteria.	
10.	CA Certificate certifying the annual turnover of the agency from channel packaging work in last 3 financial years i.e. 2013-14, 2014-15 and 2015-16	
11.	Documentary proof of possession of license for using the requisite software to be given	
12.	Signed and stamped copies of all pages of the RFP document	
13.	Copy rights certificates for music library of over 2000 Tracks	
14.	Copy rights certificates of picture library	