

Request for Proposals (Invited through e-tendering mode only)

For Empanelment of agencies for crowd sourcing artists (talent) across categories based on the requirements of programmes for Doordarshan's network

Tender No. F.NO. 14/7/2016-P-III (NE)

Dated: 05.01.2018

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

| | | |
|--|-----------------|------------|
| Tender Release Date | 05-01-2018 | |
| Pre-bid meeting | 22-01-2018 | 1100 hours |
| Last Bid Submission date (online only) | 05-02-2018 | 1500 hours |
| Date of Opening of Technical Bids | 13-02-2018 | 1530 hours |
| Date of Presentation | To be announced | ---- |
| Date of opening of financial bid | To be announced | ---- |

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

**DIRECTORATE GENERAL: DOORDARSHAN
PRASAR BHARATI
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. Financial bid has to be submitted online only (no hard copy). Tender Document is to be downloaded directly from any of the following websites:
 - a) <http://www.tenderwizard.com/PB>
 - b) e-tender link on Doordarshan's website, <http://www.ddindia.gov.in/>
 - c) Govt e-procurement portal (CPP), www.eprocure.gov.in

Note:

- a) To participate in the e-Bid process, it is mandatory for the bidders to register with 'TenderWizard' and to have valid user ID & Password.
- b) For assistance/ any help, bidders can refer detailed BIDDER MANUAL for submission of e-Bid mentioned in this tender document.
- c) Prospective bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/PB well in advance. Please note that DD is in no way responsible if a bidder fails to apply due to non-possession of Digital Signature & non registration. Prospective bidders are also requested to bring to notice issues, if any, well in advance. The same will not be entertained at the last minute.
- d) In case there are changes in submission format as part of the pre bid or subsequent to it, all bids submitted till that time will be rendered null and void. The bidder would have to resubmit the bids. DD does not take any responsibility for any lapse whatsoever on account of this issue.

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SECTION-I

RFP INFORMATION

NAME OF ASSIGNMENT: Empanelment of agencies for crowd sourcing artists (talent) across categories based on the requirements of programmes for Doordarshan's network

| S. No | Description | Remarks |
|--------------|-----------------------------------|--|
| 1. | Tender Reference No. | F.NO. 14/7/2016-P-III (NE) |
| 2. | Tender Type | Open |
| 3. | Tender Mode | e-procurement |
| 4. | Tender Release Date | 05-01-2018 |
| 5. | Pre-bid meeting | 22-01-2018 |
| 6. | Last Bid Submission date | 05-02-2018 till 1500hrs |
| 7. | Date of Opening of Technical Bids | 13-02-2018 at 1530hrs |
| 8. | Date of presentation | To be announced |
| 9. | Date of opening of financial bid | To be notified |
| 10. | Location of Bid Opening | Committee Room, 5 th Floor, Tower-A Doordarshan Bhawan, Copernicus Marg, New Delhi-110001 |
| 11. | Contact for correspondence | dgddner@gmail.com |
| 12. | Tender Category | Works/Services |
| 13. | Earnest Money Deposit | Rs. 1,00,000/- only |
| 14. | Bid Validity days | 180 days from the date of opening of financial bid |
| 15. | Period of Contract | 24 Months |

| | | |
|-----|---------------------------------|--|
| 16. | Contact Details | E-Tender Wizard Ashutosh Shukla: +91-7905036407 SN Jha: +91-8800991841 |
| 17. | Work Item Title/ Description | Empanelment of agencies for crowd sourcing artists (talent) across categories based on requirements of programmes for Doordarshan's network |

#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 Bank Demand Draft drawn in favour of "**PBCCI, DG: DD, New Delhi**" payable at New Delhi. 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.

SECTION-II

INTRODUCTION

1. Introduction

Doordarshan, a division of Prasar Bharati, the 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 and socio-cultural backgrounds. 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. Crowd sourcing of artists (talent) for Doordarshan's channels with their dynamic needs is a challenging task requiring time-bound delivery. Agencies are therefore expected to bid keeping in mind the nature and requirements of the network.

SECTION-III

1.SCOPE OF WORK

The number and categories of artists (dancers, singers, anchors etc.) required for each genre and other relevant details would be stipulated by Doordarshan based on actual requirement and the same would be notified from time to time. The successful agency will be expected to fulfil the requirements and cover the following scope of work –

| SI No | Task | Description |
|--------------|---------------------------|--|
| 1 | Digital Sourcing Crowd | The agency will create a digital database to crowd source talent for each category (dancer, singer, anchor etc) as per genre. This exercise shall be done through extensive publicity to be undertaken by the agency. Details of crowd sourcing will be recorded using the custom dashboard and made available to Doordarshan. |

| | | |
|---|--|---|
| 2 | Audition | Following crowd sourcing, the agency will conduct auditions to find the best talent in each category and genre where there is requirement of the same. The agency will arrange for a committee/ panel of judges comprising experts from relevant fields; experts from Doordarshan to be optional (to be decided by DG:DD). Audition videos will be made available to DD through the custom dashboard. |
| 3 | Shortlisting and creating a repository of talented artists | Based on the audition, the agency will short list the best of talent in each category and genre through a fair and transparent process. This will be based on the review of the committee/ panel constituted for auditioning. The agency will be required to maintain an audit trail of such shortlisting and results; this is to be provided to DD. |
| 4 | Empanelment of Directors | The agency will empanel directors who will be assigned production tasks of programmes from time to time. A committee/ panel comprising experts from relevant fields will be formed for the same. Doordarshan's representative in this committee would be optional (to be decided by DG:DD). The agency will be required to maintain an audit trail of the process of selection and empanelment to be provided to Doordarshan. |
| 5 | Publicity | The agency will provide extensive publicity across media regarding crowd sourcing to ensure wide participation and attraction of the best of talent. This will be undertaken within a week of notification of requirement of talent. |
| 6 | Co-ordination: i) Artists (Singers, dancers, actors' etc. | With regard to DD's fee structure and schedule |

| | | |
|--|---------------|--|
| | ii) Directors | For the production of short films as per approved fee structure of Doordarshan |
|--|---------------|--|

2. TIMELINES

The agency has to deliver the job within the stipulated period:

| S. No. | Job Description | Timelines |
|---------------|--|---|
| 1. | Publicity by the empanelled agency | The empanelled agency will be responsible for all publicity from the date of notification of requirement till crowd sourcing is completed |
| 2. | Digital Crowd sourcing | To be completed within 3 weeks from the date of notification of requirement |
| 3. | Audition | To be completed within 3 weeks from the date of completion of digital crowd sourcing |
| 4. | Shortlisting | To be completed within 1 week from the date of completion of audition |
| 5. | Empanelment of Directors | To be completed within 5 weeks from the date of issue of this RFP |
| 6. | Others (requirements as specified from time to time) | To be mutually decided |

Note: The successful bidder has to strictly comply with timelines during the execution of assignments. Any work not completed in stipulated time will be a default on bidder's part and a penalty will be levied as per rates stipulated in the Agreement.

SECTION IV

Eligibility Criteria:

- i. The bidder should be an Indian entity (individual/proprietorship, partnership, Company, Society, Trust etc.) incorporated/registered/recognized, as the case may be, under the respective applicable laws and should have been in existence for the last three financial years excluding the current financial year. In the case of companies, they must be registered under the Companies Act, 1956/2013. In the case of partnerships, they should be registered under the Indian Partnership Act, 1932.
- ii. The bidder should have a geo-neutral talent aggregation mechanism for the Media and Entertainment industry with an in-built capability to provide equal opportunity of application.
- iii. The bidder must have at least 25,000 artists registered on their platform along with their verified contact details as on the date of submission of the bid.
- iv. The talent database must include a wide spectrum of artists, including actors, singers, directors, musicians and dancers.
- v. The bidder must have creative talent representation from at least 100 cities/towns of India as on the date of submission of the bid.
- vi. The bidder should have talent representation from at least 10 different regional languages.
- vii. The bidder should have demonstrated experience of sourcing talent for at least two major Indian television shows during each of the last 3 years preceding the date of issue of this RFP.
- viii. The bidder should have a mechanism to enable online/mobile audition of talent.
- ix. The bidder should have offices in at least 2 metro cities.
- x. The bidder should have a transparent and auditable process/mechanism of inviting applications, short listing them and selecting them.
- xi. The bidder should not be a defaulter in payment of dues to DD/Central or State Governments, at the time of submission of the bid.
- xii. The bidder should have a turnover of at least Rs. 20 lakh in content sourcing or related work in the last three financial years namely 2014-15, 2015-16 and 2016-17.
- xiii. A blacklisting order passed by DD/ Central or state Governments/PSUs should not be in operation against the bidder as on the date of submission of the bids.

SECTION-V EVALUATION METHODOLOGY FOR TECHNICAL AND FINANCIAL BID

A. BID OPENING AND EVALUATION OF PROPOSALS

a) 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.

- 1. Documents required to be submitted along with technical bid:**
 - i. Self-attested photocopies of Certificate of Incorporation, Memorandum & Articles of Association, Partnership Deed, Trust Deed and other relevant documents as the case may be, evidencing the incorporation/creation/existence of the bidder along with Annual Financial Statements & Income Tax Returns for the last three financial years).
 - ii. 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.
 - iii. Copy of the audited profit and loss account/ balance sheet/ annual report of the last two financial years and CA certificate specifying the quantum of turnover.
 - iv. Certificate or other documents substantiating the claim of experience in the field of Media, particularly, crowd sourcing or related work(s).
 - v. Earnest Money Deposit (EMD)
 - vi. Detailed Approach and Methodology for carrying out the task.
 - vii. Curriculum Vitae (CVs) of proposed staff clearly identifying the names, addresses (correspondence and permanent), contact numbers, date of birth & qualification etc.
 - viii. All relevant documents required as evidence of meeting technical evaluation criteria.
 - ix. Proof of experience of key personnel, national/international assignments, focused assignments etc.
 - x. 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 designated officers

on the day of the opening of Bid. The **Demonstration/Presentation** should cover **Online Talent Sourcing, Sample Talent Database, Sample Auditions, Sample Dashboard for Short listing and at least one case study of similar assignment (Reality show audition for a broadcaster of repute)**. This demonstration/presentation will be evaluated among other factors for award of marks.

xi. Bidders must give a detailed statement justifying the Bid amount.

2. General Information on 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 must be present at the time of opening of the bids.
- ii. Bids of only those bidders who have submitted requisite Earnest Money Deposit in original as above along with the technical bid will be considered.
- 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. DD 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 DD.

b) FINANCIAL BID

“Financial Bid” of only technically qualified bidders securing 65 or above marks during the technical evaluation will be opened. The date and time of opening of Financial Bid would be intimated to the Bidders qualifying at Technical Evaluation stage separately. The Financial bid will be opened in the presence of the authorized representatives of the bidders who wish to be present. Financial bids of other bidders not eligible and / or not technically qualified will not be opened.

1. Preparation of Financial Bids

- i. The bidder should upload the Bid document with copies of the requisite documents duly signed using 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 document. Financial bid has to be uploaded separately.
- iv. All rates should be provided both in figures and in words. In case of discrepancy between the two, the rate indicated in words shall prevail.
- v. Rates quoted should be firm and fixed. No price variation and escalation will be allowed subsequently.

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 (to be furnished as per Annexure 9).
- ii. DD reserves the right to reject any or all tenders or drop part of the tender without assigning any reasons whatsoever.
- iii. The quoted price shall be valid for the entire contract period/completion of the Assignment.
- iv. Before submission of the bid to DD, the bidders should ensure that they understand, accept and satisfy each and every condition laid down in the tender document.
- v. Bidders have to quote their rates strictly as per the financial bid format enclosed as Annexure-3 to be submitted/uploaded through online/e-tendering mode only.

- vi. The prices shall remain FIXED AND FIRM for the entire contract period /till completion of the Assignment.
- vii. The cost component and applicable taxes should be shown separately in the Financial bid proforma.
- viii. 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.
- ix. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the Earnest Money Deposit of said bidder.

B. Earnest Money Deposit (EMD)

- i. Bidders shall submit, Earnest Money of **Rs. 1,00,000/-** (Rs. One Lakhs Only) in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Proforma enclosed as "Annexure-4" or Bank Draft drawn in favour of "**PBCCI, DG: DD, New Delhi**" payable at **New Delhi** and shall be initially kept valid up to the date of expiry of the contract plus 30 days or such extended period. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.
- ii. Earnest Money shall be forfeited in case of the following:
 - If the bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any
 - or
 - If the successful bidder fails to submit the performance guarantees or sign the contract within the specified time
- iii. The Earnest Money Deposit shall be returned without interest:
 - a) To all unsuccessful bidders
 - b) To the 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 the bidding process is terminated by DD for any reason.
- d) 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.

C. Performance Bank Guarantee (PBG):

- i. The Performance Bank Guarantee should be submitted by successful bidders in form of the Demand Draft (DD)/ Bank Guarantee after the award of work as per prescribed format enclosed as "Annexure-5" issued in favour of "**PBCCI, DG: DD, New Delhi**" and Payable at **New Delhi**.
- ii. On award of assignment, 10% Performance Bank Guarantee of the respective contract value (i.e. as per the Grand total of financial sheet) has to be submitted valid till the date of expiry of the contract plus 90 days or such extended period. 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 and in case of any failures/non-performance of the contract, Performance Bank Guarantee shall be forfeited/ en-cashed.

D. Evaluation Procedure

a. Procedure for Technical evaluation of the bids

- i. Only those bids which will fulfill the eligibility criteria will be evaluated. Non-compliance with eligibility criteria will result in the rejection of bids.
- ii. The details of working out the marks that are to be used for evaluation are given in the **Annexure-6**.
- iii. A minimum of 65 marks should be scored for the bid to be declared qualified.

- iv. Weightage of technical and financial bid would be 70:30 and the final proposal would be evaluated as per the combined quality cum cost based system (CQCCBS) of bid evaluation.
- v. Date of presentation (limited up to a capsule of 5 minutes) will be declared later.

b) Procedure for evaluation of Financial Bid

Only those bidders, who obtain a technical score of 65 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***

c) Methodology for evaluation of bids and selection of the winning bidder

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 a weightage of 70%, while the financial bid/proposals will be allotted a 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:

$$A: (100/120) \times 100 = 83 \text{ Points}$$

$$B: (100/100) \times 100 = 100 \text{ Points}$$

$$C: (100/110) \times 100 = 91 \text{ Points}$$

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

$$\text{Proposal A : } 75 \times 0.70 + 83 \times 0.30 = 77.4 \text{ Points}$$

$$\text{Proposal B : } 80 \times 0.70 + 100 \times 0.30 = 86 \text{ Points}$$

$$\text{Proposal C : } 90 \times 0.70 + 91 \times 0.30 = 90.3 \text{ Points}$$

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

$$\text{Proposal A : } 77.4 \text{ Points : H3}$$

$$\text{Proposal B : } 86 \text{ Points : H2}$$

$$\text{Proposal C : } 90.3 \text{ Points : H1}$$

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.

d)Points to note:

a) **Deviation:** The bidder must comply with the Scope of work, all terms and conditions & milestone target for execution 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.

b) 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. It is expected that all bidder shall attend the opening of bids. However, bids shall be opened and decision shall be taken even in absence of representative even if the bid opening is not attended.

c) DD 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 DD.

E. 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.

a. Steps for Registration:

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

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**.

b. Steps for application for Digital Signature from Bid Wizard:

Download the Application Form from the website <http://www.tenderwizard.com/DD>. 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/DD in the prescribed form.

Scanned soft copy of the documents given below for the qualifying response:

General Documents/EMD/PBG

1. Annexure-I: Letter for Submission of Bid & Annexure-II: General criteria details.
2. EMD of Rs. 1,00,000/- in the form of Bank Guarantee (BG) from a nationalized/scheduled Bank as per Proforma enclosed as "Annexure-4" or Bank Demand Draft drawn in favour of "**PBCCI, 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.

Financial Bid (ONLINE ONLY)

1. Annexure-III -Financial Proposal/Bid.

Financial bid to be uploaded in the specific format designed & same may be downloaded from website 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 VI

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, Earnest Money Deposit format as in Annexure-4 to be filled up online. Original of requisite EMD to be submitted on or before last date of submission of Bids. Only bids fulfilling the above conditions will 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 the proposal.
4. All communications to DD 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 the portal.
6. Original EMD to be submitted on or before the last date of the submission.
7. DD 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 DD shall result in summary rejection of the bid.

8. DD 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. DD 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. DD may, in its sole discretion terminate the contract, upon which the Agency shall be eligible for payment for the services satisfactorily performed prior to the effective date of termination and reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract.
13. 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.
14. All Corrigendum/Amendment/Corrections, if any, will be published on the e-Procurement portal (tenderwizard) and DD website www.ddindia.gov.in. Bidders are advised to check the portal from time to time for updates, if any.
15. The agency concerned shall also provide Name/Contact Nos./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 DD's staff/resources for carrying out the assigned job unless specified in this RFP.
17. In case of continued non-satisfactory performance, DD has the right to withdraw the work and get the work completed at the risk and cost of the agency. Further, the vendor is deemed to have agreed to and accepted DD's reserved right to forfeiture of EMD/ 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 decided by DD at its sole discretion and/ or debarred from participating in any of the tenders invited by DD in future. Also, DD reserves the right at its sole discretion and/or would be free to intimate such black listing to various Central/State Govt. organisations and/or /other agencies and not to consider the said vendor for any of their assignment(s) including the publishing of the said blacklisting on its own and/ or of these institutions / organizations on their websites.

SECTION VII

CONTRACT

1. Duration/ Period of Contract:

The period of the contract will be 24 months.

2. Termination of Contract:

- 2.1 The contract shall remain in force as per the award of work or till satisfactory completion of awarded work, whichever is earlier.
- 2.2 However, in case in the opinion of DD if the agency is not likely to make up for the delay, indicates poor work, acts in ways prejudicial to the completion of the project, adopts unethical practices etc. the contract may be terminated partly or fully by giving 30 days' notice and the balance work shall be executed at the risk & cost of the agency.

2.3 In case of default in services or denial of services, DD, at its sole discretion, will be free to avail of services of other service providers at the "Risk & Cost" of the defaulter.

3. Disputes Resolution & Arbitration

- i. Disputes under the agreement shall be settled by mutual discussion.
- ii. However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by DG, DD.
- iii. 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.
- iv. The venue of the arbitration shall be New Delhi, India.
- v) The fee & other charges of Arbitrator shall be shared equally between the parties.

4. 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.

5. Sub-contracting

- i. The successful Bidder shall not assign the contract to a third party without obtaining the written permission of PB. If any such assignment is made without obtaining the written consent of PB the agreement shall be liable to be terminated and the Performance Guarantee shall be forfeited.
- iii. It will be imperative on bidders to fully acquaint themselves with all factors/activities which would have an effect on the performance of the work and its cost.

6. Confidentiality

i. 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.

SECTION VIII

TERMS OF PAYMENT

- 1) Bidders should strictly quote the prices as per Financial bid format. (Annexure-III).
- 2) Payment incurred in supply of talent through Crowd sourcing or otherwise as defined under scope of work will be made to the agency as per the successful bid amount on completion of that task. For this, the agency has to submit invoice with requisite details of payments being claimed.
- 3) The number and categories of artists(dancers, singers, anchors etc.) required for each genre and other relevant details would be stipulated by Doordarshan on real time basis .The payment to the agency towards this will be made only after the successful telecast of the programme by such supplied talented artists of the agency on Doordarshan.
- 4) No advance payment will be made.

NOTE: Manpower proposed by the agency should meet the desired expectations of DD. In case of any qualitative discrepancy the agency will change the artist and supply substitute at no extra cost.

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

Sir,

1. With reference to your Tender No. _____ dated _____ Empanelment of agencies for sourcing artists (talent) across categories based on the requirements of the programmes for Doordarshan's Network for a period of 36 months, I wish to apply for engagement with Doordarshan

Further, I hereby certify that-

2. I 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 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.
4. Our bid shall remain valid for period of 180 days from the last date of bid submission.

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.

Annexure-2

Empanelment of agencies for sourcing artists (talent) across categories based on the requirements of the programmes for Doordarshan's Network for a period of 36 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: _____

Signature.....

Full Name.....

Designation.....

Address.....

FINANCIAL BID FORMAT**(On Company Letter Head)**

Reference No.

Date:

Dear Sir,

With reference to your RFP for **Empanelment of agencies for sourcing artists (talent) across categories based on the requirements of the programmes for Doordarshan's Network** we have carefully studied its scope of work and deliverables and based on these we submit our best price for carrying out the desired scope of work as below for Doordarshan:

Breakdown of Prices:

| Sl.No. | Description | Cost per artist/genre on requisition for DD as per |
|--------|--|--|
| 1. | Providing number of artists as per following details a) Singer - 5 (In Hindi, Bengali, Telugu, Tamil, Malayalam) b) Anchor - 2 (Hindi, Punjabi) (A) | |
| 2. | Taxes (Please give details of taxes) (B) | |
| 3. | Total Amount in Rs. For one year (A+B) | |

The Work to supply talented artists as per requirement of DD will be completed for the sum of Rs..... (Amount in words: Rupeesinclusive of all taxes) for Doordarshan.

NOTE: Manpower proposed by the agency should meet the desired expectations of DD. In case any qualitative discrepancy arises, the agency will change the artist and supply substitute at no extra cost.

AFFIRMATION

We affirm that the total price given above represents the entire cost to complete the work in accordance with the requirements and is inclusive of all cost.

(Signature of the Authorized Person)

Place:

Date:

(Name of the Authorized Signatory)

Designation

ContactDetails

Company Seal

Note:

DD reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies which may be included in the Contract Price.

Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail in the event of any mismatch.

(Please note that the bidders should also submit the detailed work out sheet of the bid amount to ascertain its reasonableness)

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

This deed of Guarantee made this _____ day of _____ 2016 by

(Name of the Bank)

having one its branch at _____ 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 obligation 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 writing 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.

NOTWITHSTANDING 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 Empanelment of agencies for sourcing artists (talent) across categories based on the requirements of the programmes for Doordarshan’s Network, (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 crowd sourcing work projects in India in the last 3 years | 3 Completed Projects: 20 marks 4 to 5 Completed Projects: 30 marks 6 or more Completed Projects: 40 marks | 40 |
| 2. | Key Personnel in the organization | Number of years of experience of the Head of Operations for crowd sourcing | 5 years – 5 Marks Above 5 years and up to 7 years – 10 Marks Above 7 years – 15 marks | 15 |
| 3. | Approach and Methodology in the form of presentation covering these three issues | a. Understanding of project objectives | 10 Marks | 30 |
| | | b. Proposed approach and methodology | 10 marks | |
| | | c. Tools to be used on the project | 10 marks | |
| 4. | Financial Strength | Average annual financial turnover of the bidder in the last 3 financial years namely 2013-14, 2014-15 and 2015-16 | Rs. 20-30 lakh- 10 Marks Above Rs. 30 lakh – 15 Marks | 15 |
| | | | Total Marks | 100 |

***NOTE- The copy of proofs of these items as in sl. no. 1 to 3 may be enclosed along with the technical bid.**

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 also 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 _____

| Buyer | Bidder |
|--|--|
| 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

| Sl.No. | Documents | Submitted (Yes/No) |
|---------------|---|-------------------------------|
| 1. | Certificate of Incorporation/ registration/Other related document | |
| 2. | Copy of the audited profit and loss account/ balance sheet/ Annual report /Income Tax return of the two Financial years. | |
| 3. | Documents supporting the claim for Experience of working in channel packaging, look and feel and the work of similar nature as envisaged in the scope of work in the document. | |
| 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. | Curriculum Vitae (CV's) of Proposed Staff clearly identifying the names, address (correspondence and permanent), contact number, date of birth & qualification etc. | |
| 7. | All relevant documents required as evidence of meeting technical evaluation criteria. | |

Annexure – 9

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING (To be submitted before the opening)

To
Director General
Doordarshan
Doordarshan Bhawan(Tower A)
Copernicus Marg
New Delhi – 110001

Subject : Authorization for attending bid opening on ____ (date)
for the tender no ____ dated ____ for Empanelment of
Agencies for Crowd sourcing of Artists.

Dear sir,

The following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ____ (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signature |
|--------------------------|------|--------------------|
| I | | |
| II | | |
| Alternate Representative | | |

Note: A Maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

Signature of the bidder
Or
Of the Authorized Signatory