

**PRASAR BHARATI
(BROADCASTING CORPORATION OF INDIA)**

Host Broadcaster – Commonwealth Games D2010 Cell

Directorate General: Doordarshan
DD Bhawan, New Delhi – 110001

AN INVITATION FOR EXPRESSION OF INTEREST

For 'Provision and operation of Booking cum Information Office along with
Web Site designing & Maintenance
of Host Broadcaster Delhi 2010'

Under the Host Broadcaster assignment for
Commonwealth Games Delhi2010

EOI No 1(2)/ HB-CWG Cell/ D2010/10/ 08-09

1. Background and Objective:

The Commonwealth Games 2010 are scheduled to be held from October 3 to October 14, 2010 at Delhi (India) (hereinafter referred to as the GAMES).

The Organizing Committee - Commonwealth Games Delhi2010 has appointed , Doordarshan , a constituent of Prasar Bharati as the " Host Broadcaster" (for short referred to as HB), for the GAMES .

This Invitation for Expression of Interest (for short referred to as EOI) is issued by Prasar Bharati , a body corporate through its constituent-Doordarshan with Headquarters at Doordarshan Bhawan, Mandi House, Copernicus Marg, New Delhi in respect of the services hereinafter set out , for shortlisting eligible entity (ies).

The HB is required to produce and cover the designated sports-events and ceremonies from various Competition- Venues and non Competition- Venues in accordance with the International standards. In this regard, HB is required to setup Booking cum Information office besides maintenance and design of HB website.

HB intends to outsource the setting up and operation of Booking cum Information office and along with the outsourcing of the Website designing and maintenance thereof. Accordingly, the HB seeks to invite Expression of Interest (EOI), from potential entities for shortlisting eligible entity (ies).

2. Eligibility Criteria:

(i) The entity, in order to be eligible to provide the aforesaid services, must be in their own capacity or in a consortium, has successfully completed 'Booking cum Information facility& services' and 'Website designing & maintenance' thereof in organizing international sports events, anytime in last ten years.

(ii) Any other entity which responds to this invitation for 'Expression of Interest' but does not have the requisite experience as set out above would be free to participate as a member of a consortium as long as the *lead partner* of the consortium meets the eligibility criteria at S. No. (i).

It is clarified that the *lead partner* of the consortium is the one which has the largest exposure in providing the facilities and services as mentioned at S.No.(i).

(iii) The Annual Turn-over of the entity in case of an individual EOI or all the members of the consortium taken together in the case of a consortium, must not be less than

- a. An amount equivalent to USD 0.3 million or INR 1.5 crore in each of the last five years ,

OR

- b. An amount equivalent to an aggregate of USD 1.8 million or INR 9 crore in the last Five Years.

(iv) The required documents explicitly supporting the past experience such as work order copies & certificates from the clients, consortia document – MOU document, financial strength document must be forwarded with the EOI.

Point wise Compliance to the Clause No:2 as above is to be enclosed along with the EOI by the entity(ies)

3. Broad Scope of Work and Services:

- (A) **Booking cum Information office:** It is intended to outsource the setting up and operation of Booking cum Information office for the Host Broadcaster-Commonwealth Games Delhi 2010 activities. The facilities include provision of Computers, Database Servers, Database management software, printers, scanners, telephones, Network connectivity for LAN, internet and browsing facility of Information through intranet, continuous updating of database. The aforesaid facility is required along with operators from June 2009 till Jan 31, 2011.

The Booking cum Information office is to be designed to provide necessary information pertaining to HB activities besides information on Bookable facilities, Schedules, Progress of Games activities, Important forms, Requisitions, Contracts, Provide printed materials about specific sport events etc to the Right Holder Broadcasters, other Broadcasters and stake holders. The Booking Office is required to manage all Right Holder orders made through the Broadcast Rate Card. This will require that a proper financial system is put in place so that Right Holders can be correctly invoiced and that proper reconciliation can take place between all stake holders after the GAMES. An 'on-line' ordering system should be made available for Right Holders. At GAMES time, the Booking Office will operate a 'back office' set up to manage all GAMES time facilities and services ordered by Right Holders through the Broadcast Rate Card including the Broadcast telecommunication bookings at the Venues and between the Venues and the IBC.

- (B) **Website Designing:** It is also intended to outsource the website designing, hosting and maintenance thereof for Host Broadcaster-Commonwealth Games Delhi 2010 activities. The facilities include Domain name, IP address (Static IP), SAN Space for the Website along with required Hardware, Designing of web pages, Database creation and uploading on the Website using appropriate softwares besides update and maintenance thereof, from June 2009 till Jan 31, 2011. WAN/VPN or similar connectivity, if any, required from third party is to be arranged by the engaged entity itself. The Website is required to support all internet browsing software applications.

The Web site is to be designed to include and display necessary information, Schedules, progress of the activities, download important forms, requisitions, contracts, videos/animations of the ongoing activities etc to the Right Holder Broadcasters, other Broadcasters and Stakeholders. The Proposed website should be user friendly and interactive containing database and with search facility for ease of operations as well as transparency in information dissemination to the Right Holder Broadcasters, other Broadcasters and Stakeholders. The Web site must integrate with the Commonwealth Games Information System and the Commonwealth Games Results and News Services so that all DELHI2010 and Host Broadcast information is current and integrated.

Provision for web streaming may also be provided. Accordingly, the Website is to be designed to support for LIVE transmission. The CODEC/Module for streaming, if any, required from third party is to be arranged by the engaged entity itself.

The entity has to ensure to provide archiving information.

There may be provision to include for Sponsored advertisements on the Website home page or inner pages. It may be in the form of Visuals or in the form of Tickers/ Crawls etc..

The Website needs to conform to the Government of India Guidelines issued by Department of Administrative Reforms & Public Grievance in 2008 or the equivalent any other Guidelines/ norms. The Website will also need to be audited for Cyber Security vulnerabilities to ensure that it meets the guidelines developed by MoC &IT CERT-In or Equivalent guidelines.

- (C) The above-mentioned facilities at Clause No. 3 (A) and 3 (B) are intended to be outsourced on wet lease basis (including both equipment and operational manpower). The facilities are to be operational by June 2009 till Jan. 2011. During this time-period, information/content on the Database & Web Servers is to be updated time to time by the engaged entity(ies). For this update, a Content Creation Center is to be established by the entity and there shall be a nodal officer from the Host Broadcaster who would forward the required information to the nodal officer of engaged entity(ies).

The HB will outsource this job on turnkey basis.

The activities assignment would cover all aspects of concept design, Installation and Operation from the Broadcasting perspective, including but not limited to:

- Full installation, operational, maintenance and supervision crew.
- Required Equipment including Database server, Web Servers, OS development Tools, Content Creation Platform with original license in the name of Host Broadcaster and associated peripherals etc

Point wise Compliance to the Clause No:3 as above is to be enclosed along with the EOI by the entity(ies)

4. Broad Facilities to be provided/ extended by the Host Broadcaster:

The Host Broadcaster would facilitate the Power supply, Air-conditioning and accommodation space for the installation of the required equipment.

The Host Broadcaster would also facilitate the HDTV/SDTV signal for the streaming.

Information and updates from time to time for updating the Database servers & Web servers and printed materials.

5. Summary Rejection:

It is explicitly made clear that mere submission of EOI, eligible or not eligible, shall not confer any right whatsoever on any such entity. Any EOI submitted by an entity, which fails to satisfy the eligibility requirements set out in the Clause No 2 above, is liable to be rejected.

6. Preparation for submission of EOI:

- (i) It shall be obligatory on the part of the Entity (ies) to furnish any further information as may be sought by HB.
- (ii) They shall be under a duty to ensure that they fulfill the eligibility criteria.
- (iii) The Validity period of the EOI shall be six months from the date of submission.
- (iv) The EOI must contain essential information as per the format given below:
 - a. Name & address of the Entity (ies).
 - b. Business name and constitution
 - c. E-mail ID.
 - d. Fax No/Telephone No (s).
 - e. Experience/Past performance as desired at Clause No 2 above , **particulars with supporting documents such as copy of order, certificate from client etc..** in following format:

SI. No.	Name & Address of client	Year of relevant service	Worked for Booking cum Information facility& services and 'Website designing & maintenance' in International sports events	Remarks in terms of objectives, scope of services covered

- f. Experience of key personnel proposed to be engaged.

- (v) Design and Plan must be submitted for the 'Broad Scope of Work and Services' as mentioned at Clause No 3 above.
- (vi) The EOI complete in all respects must be submitted together with requisite information and Annexure (s). The EOI offer should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered.
- (vii) The EOI and any annotations or accompanying documentation must be in English language.
- (viii) The EOI shall be duly signed on each page by an authorized person. Documents authorizing such person must accompany the EOI. HB reserves the right to reject outright any EOI unsupported by proof of the signatory's authority.

7. Submission of EOI:

- (A) An EOI may only be made by the submission of three (3) copies (including an electronic copy) of:
 - (i) An EOI Form as at Clause No 15 in the document, complete in all respects.
 - (ii) Design and Plan of the above-mentioned 'Broad Scope of Work and Services' as at clause 3 above.
 - (iii) Documents to support the eligibility criteria as at Clause No: 2 above and for Clause No: 6(iv) above are to be submitted alongwith the EOI. Any other supporting documents or information as required by the Host Broadcaster is to be submitted alongwith the EOI.
 - (iv) Fee of INR 5000/- (Indian National Rupees Five Thousand only) or USD125/- (US Dollar One Hundred Twenty Five only) in form of "**Bank Draft**" **only** from a Nationalized Bank/Scheduled Bank **in favour of PB (BCI) Directorate General: Doordarshan payable at New Delhi** in case of downloading the EOI document from Doordarshan website is to be submitted alongwith the EOI.
- (B) The sealed EOI by superscribing envelope "Expression of Interest for Provision and operation of Booking cum Information Office along with Website designing & Maintenance under the Host Broadcaster assignment for Commonwealth Games Delhi2010" complete in all respects **should reach on or before 1400 Hours (IST) May 11, 2009 at 1600 Hrs (IST)** at the below given address:-

**Deputy Director General (Sports),
Host Broadcaster – Commonwealth Games Delhi2010 Cell,
Room No. 505, Tower – A,
Doordarshan Bhawan, Copernicus Marg,
New Delhi (India) – 110001**

HB will not be responsible for the loss of any EOI or for any delay in receipt of EOI by Postal transit or otherwise. EOI hand delivered should be put in the EOI box at the above mentioned address, by the specified time and date. EOI received after the closing date and time mentioned above shall not be considered. EOI (s) sent through TELEFAX/ Email will not be entertained.

8. EOI Opening:

- (i) The EOI shall be opened on **May 11, 2009 at 1600 Hrs (IST)**.

- (ii) An authorized representative of an Entity carrying a copy of the authorization letter submitted along with the EOI shall be entitled to be present at the time of EOI opening. Any person not carrying the said authorization letter shall not be allowed to attend the EOI opening.
- (iii) In case of an unscheduled holiday on the closing/opening day of EOI, the next working day will be treated as the scheduled prescribed day of closing/opening of the EOI; the time notified remaining the same.

9. Evaluation/ Scrutiny of EOIs:

Evaluation/ Scrutiny of EOIs shall be based on

- (i) Submission of the required documents and information by the entity as per the applicable Clauses of the EOI document along with the EOI .
- (ii) Assessment of the capability of the entity based on **supporting documents submitted to authenticate the Experience/Past performance** as desired at Clause No 2 above,
- (iii) Offered Plan as per 'Broad Scope of Work and Services' outlined at Clause No:3 above.
- (iv) Fee as mentioned at Clause No. 7(A)(iv) above.

HB shall communicate acceptance of an EOI by Fax/ E-mail. The invitation to send EOI and the receipt of EOI would not constitute a contract between the parties.

10. Stage Subsequent to EOI:

Short listed Entity(ies) (as determined at Clause No:9 above) would be provided the RFP/Tender document by the HB. The entity (ies) are required to submit their bids vide the aforementioned RFP/Tender document in 'Two-Bid System' (Technical and Commercial Bids) to the HB.

11. Address for Correspondence with Host Broadcaster:

(A) **Fax : +91 11 23381756**

E-Mail : akjailkhani@yahoo.com , abhiagra31@gmail.com

POSTAL ADDRESS:-

Deputy Director General (Sports),
Host Broadcaster - CWG D2010 Cell
Room No. 505, Tower A,
Doordarshan Bhawan, Copernicus Marg,
New Delhi-110001 India

(B) All correspondence shall bear reference to the Invitation for EOI document number:

EOI No 1(2)/ HB-CWG Cell/ D2010/ 10/ 08-09

12. General:

- a. Neither the issue of this Invitation for EOI nor any part of its contents is to be taken as any form of commitment or acknowledgement on the part of HB to proceed with any EOI or any entity and HB reserves the right to annul or terminate the process or reject any EOI at any time or stage without assigning any reason.
- b. HB reserves the right and absolute discretion at any time and without any liability whatsoever, to amend, vary, waive and/or modify any or all of the terms and conditions of this Invitation for EOI without assigning any reason whatsoever or prior notice being provided to any entity.
- c. HB shall in no circumstance whatsoever, be responsible or liable in any manner whatsoever, for any costs or expenses incurred or any loss suffered by the entity, in connection with or in consequence of the preparation or delivery of any EOI , or compliance with any of the requirements of the Invitation for EOI or in any other manner.
- d. Any concealment of a material fact or a misrepresentation shall lead to disqualification of the Entity (ies).
- e. In case any clarification is sought by HB after opening of EOI, the reply of the Entity should be restricted to the clarification sought.
- f. Canvassing in any form shall render the EOI liable to be rejected.
- g. The Entity shall be deemed to have duly considered all terms of this Invitation for EOI document and acknowledge that it intends to submit an EOI offer in accordance with the provisions of this document having accepted the terms and conditions as have been incorporated herein and/or that may be incorporated by HB through any Addendum (s).
- h. Each Entity irrevocably and unconditionally accepts and agrees that by submitting an EOI :
 - (i) It agrees to be bound by the terms, conditions and obligations set out in this Invitation for EOI document together with such other terms and conditions as HB may, in its sole discretion, require ; and
 - (ii) It has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this Invitation for EOI.
 - (iii) It agrees that the offer shall remain valid till the expiry of the validity period as specified in this Invitation for EOI.
- i. The decision of HB shall be final while finalizing the EOI .
- j. The Entity (ies) should not directly or indirectly relate to any employee of Doordarshan/ Prasar Bharati.

- k. The Entity (ies) has not been blacklisted/ debarred /defaulter by Prasar Bharati, at any stage. An individual entity or a member of a consortium entity, who is in financial dispute with Doordarshan (Prasar Bharati) or have not cleared their financial dues towards Doordarshan (Prasar Bharati), shall not be eligible to apply.
- l The Entity(ies) would be fully responsible to follow all labour welfare legislations in India and Host Broadcaster will not be responsible for any default/ violation of labour welfare legislations by the party.

13. Arbitration:

Disputes or Differences. arising from this Invitation for EOI document or in any manner connected therewith shall be subject to the following dispute resolution mechanism:

- (i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their Senior Management within ten days of a dispute arising.
- (ii) If no amicable settlement is arrived at within 30 days then any party may refer the dispute to a Sole Arbitrator to be nominated by CEO Prasar Bharati. The Sole Arbitrator as the case may be, shall be retired Judge / Judges of the Supreme Court of India. The place of arbitration shall be New Delhi. All arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.
- (iii) The Arbitration award will be final and binding upon the parties, and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal unless the arbitral tribunal decides otherwise.
- (iv) All disputes shall be subject to the exclusive jurisdiction of Courts at New Delhi only.

14. Governing Law:

Indian laws, both substantive and procedural, shall govern.

15. EOI Form:

Having examined the details given above in Invitation to EOI and terms set out above, I/we hereby submit the relevant information for considering my/our EOI:

- i. I/We accept all the terms and conditions of EOI as set out above.
- ii. I/We hereby certify that all the statements made and information supplied in the enclosed documents and accompanying statements are true and correct.

- iii. I/We have furnished all information and details necessary for EOI. My/our EOI is complete in all respects.
- iv. I/We submit all necessary documents in support of our eligibility, experience and capability.

Signature of the Authorized representative

Enclosures

Seal of applicant

Date of submission
