

By Speed Post/FAX

**PRASAR BHARTI (BCI)
DIRECTORATE GENERAL: DOORDARSHAN
DOORDARSHAN BHAVAN, COPERNICUS MARG,
NEW DELHI – 110 001.**

F. No 14(1) 2009-10-EI-P (TV)

Dt. 20.07.2009

To.

M/s -----

Subject: Expression Of Interest (EOI) For Hiring Of Consultant / Consultancy Firm / consortium For Developing Public Private Partnership (PPP) Model for Expansion Of Doordarshan HYBRID MODE DTH SERVICE.

Dear Sir,

The following enclosed Clarifications and performa for BG (Bank Guarantee) as Bid Bond are here by authorized.

This is however without any commitment whatsoever at this stage.

Yours faithfully



Preminder Singh
(Assistant Engineer)
For Director General
Tele/ Fax 23387620

E-mail: - ddpurchase401@yahoo.co.in

Copy for kind information

DE(RS)

Sub: Clarification on the points raised during Pre Bid Conference - EOI for Hybrid mode DTH

Page no.	Section/ clause	Question	Answer
General Questions			
-		Will the consulting firm which provides Consulting Services be allowed to participate in the implementation of the PPP project?	No, as per the guidelines of Finance Ministry, Govt. of India, "A firm that has been engaged to provide goods, works, or services for a project and each of its affiliates shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates shall be
-	-	Is this an EOI or an RFP?	This is EOI – cum – RFP (Request For Proposal)
-	-	When do Doordarshan expect to place a contract for the study?	The consultancy work is likely to be completed within six months from the date of award of consultancy work order.
-	-	Please clarify the the procurement process and the steps that will take place up to placing a contract for the study.	No procurement is required in the present scope of work.
-	-	What is the process for seeking further clarification prior to submission of proposals?	The last date for submitting queries/seeking clarifications was 16.6.2009. No further queries will be entertained.
-	-	What is the budget that has been identified for the study?	It is not relevant with this EOI.
-	-	What is the organisational structure of the Doordarshan project team, together with roles and responsibilities?	PB/ DD will nominate an official or officials to facilitate interactions with the consultant as and when required Ref. para 7.0 page 8 of EOI document.
-	-	What staff will Doordarshan make available to the team, and what access will the consultants have to those staff during the course of the assignment?	PB/ DD will nominate official / officials to facilitate interactions with the consultant as and when required Ref. para 7.0 page 8 of EOI document.
-	-	Will accommodation be made available for the consulting team in Doordarshan premises?	No, accommodation will not be provided in DD Premises.
-	-	How much market in terms of subscribers and revenue share do you plan to capture in the next 1-5 years?	This is the scope of the work of the consultant.
5	4.1.vii	What percentage of Doordarshan personnel available for discussion with us are based out of Delhi? How much intra-country travel can be expected to complete the consulting assignment?	PB/ DD will nominate an official / officials to facilitate interactions with the consultant as and when required Ref. para 7.0 page 8 of EOI document.

C/S

K. Mandali
11/7/09
(U. K. MANDALI)
Dy. Director (E)

Technical Questions-

2	Summary	What services are expected in terms of Content Development?	Consultant has to envisage
2	Summary	Delivery through IPTV needs separate infrastructure through Internet. Is delivery of IPTV also in scope apart from DTH?	It is not in the scope
-	-	Please share your current Infrastructure, Hardware & Software setup and also future roadmap for same.	As mentioned in EOI
-	-	What is technology revamp roadmap and what is partner expectation.	This is the scope of the work of the consultant.
5	3.4	What infrastructure is in place to support HDTV programmes?	One HDTV channel on DTH service is envisaged..
5	3.5	What hardware and software systems are currently in place which offer FTA channels? For e.g.. 1. Contract Management, 2. Ad Management, 3. Rights Management, 4. Scheduling, 5. Packaging	The relevant information would be provided to the consultant if required.
5	4.1.iii	Please share the historic and predictive data on Channel views, viewing trends, advertising rates and trends etc.	DD Channels through DDDirect+ DTH services in Ku-Band are FTA channels viewed all over the country (<i>except A&N</i>) free of cost. In A&N DTH service in C-Band with ten channels would be available shortly.
-	-	How do you envisage the following key solution components: 1. Fleet Management 2. Workorder Management 3. Customer Relationship Management (given the diversity of customers at various levels like geographic, economic etc.) 4. Billing & Payments 5. Partner Management 6. Promotion Management	This is the scope of the work of the consultant.
-	-	What percentage of your content is available in multiple languages or contains subtitles? How do you plan to modify it in the near future?	DDDirect+ bouquet contains 11 DD regional language channels. Future plan is to be envisaged by consultant.
-	-	What is your plan on multi-lingual content/operations/support?	This is the scope of the work of the consultant in consultation with DD

Handwritten notes:
 1) FTA Channels
 2) DTH Services

Handwritten initials: GS

1	4.1 (xx)			"The Consultant / consultancy firm / consortium should not directly or indirectly relate to any employee of PD/DD	A close relation of PB/DD should not be a part of consultancy firm.
2	4.2			Why should the arbitrator be appointed by the Chief Executive Officer, PB unilaterally?	There is no change/amendment.
3	5.6,8			Shouldn't there be pre-agreed acceptance criteria for deliverables?	No.
4	13		Confidentiality	Could it be confirmed that subject to confidentiality obligations, the consultant should be able to cite this as an experience citation without the prior consent of the PB/ DD?	The successful consultant can cite this as an experience citation, however the report/results/model/outputs would be solely property of DD/PB and cannot be passed on to any organisation or individual.
5	14			What would be the guiding condition for pre-existing IPR of the consultant	The pre-existing IPR may not be related with the the present consultancy work, but if any, the bidder may submit the necessary documentary proof. The outcome of the consultancy work would be the sole property of DD/PB.
6	23			Shouldn't an objective process regarding enforcement of LD be laid down ?	As per EOI
7	25.2			Why should a consortium necessarily be formed between companies only?	There is no change/amendment.
8	25.2			Do all consortium members need to fulfill the experience requirement?	The consotiums experience as a whole will be considered against the bidders eligibility criteria however, the lead bidder shall also meet all
9				Why is there a repetition in Clause 25.2?	May be read as 25.2(a)
10	25.4			The requirement of INR ten million is for the project cost (estimated in case indeterminable) or the consulting fee ?	Clause 25.4 may be read alongwith 25.3.
11	25.5 & 25.10(a)			There is no Clause 28.4, as referred in Clause 25.5 and 25.10(a).	28.5 may be read as 25.4
12	26-25.4			What does "Similar Projects "imply?	In clause 25.4, "similar projects " means projects as mentioned in
13	ANN.I			• Why, where and when does the offer price need to be justified? • In what heads should the offer price be brokenup?	The details break up of offered price is required to be provided.

CFB

Handwritten signature and date
20/11/2010

Question No.	Reference In RFP	Question Type	Question / Clarification / request for change	Answer / Clarification
1	Pg 2	Business	Are you open to foreign players for the DTH PPP?	Clause 4.0 of EOI may be referred
2	Pg 2	Business	Apart from the DTH platform, what other resources(capital, staff transfer, accomodation etc.) may DD provide to the partner under the PPP model.	EOI may be referred
3	Pg 6	Business	What are the current subscribers for DD direct. Pl provide details geography wise, household income wise, etc.	It is FTA service freely available all over the country.
4	Pg 6	Financial	What has been the capital invested till date on DD direct and operational costs (Please mention the various cost heads for this service. Per annum)	This is the internal matter of PB / DD
5	Pg 14, Pt 26	Business	Apart from what is mentioned in the EOI, can you elaborate more on the exisiting resources in DD to manage DD Direct service. For e.g. Internal operations to manage DD-Direct (No. of employees, job roles, no. of offices, IT systems, STB and equipment facilities, marketing initiatives, geographic reach etc.).	The relevant information would be provided to the consultant if required.
1		General	What is the expected date of commencement of project	The final plan will be drawn after submission of the report by consultant.
2		Financial	Are the spends for these projects budgeted?	It is not relevant to this EOI.
3		Financial	What is the potential budget for each project?	It is not relevant to this EOI.
4		General	If there are any amendments to the EOI, how will Doordarshan inform the participants?	All the clarifications would be put on DD website.
5		General	Can we submit more questions before submitting the EOI	No, the last date for submitting queries was 16.6.2009.
6		Legal	Please elaborate the regulatory guidelines for DD to enter into a PPP for both DTH and Archive for a domestic as well as global player	General guidelines of Govt of India for PPP structure are to be followed while reccomending appropriate model(s). These guidelines are available on website of Ministry of Finance, Govt. of India.

*Received
17-07-09
(17)*

6/5

Page	Clause	Invitation to Eoi Text	Query/Observation	Recommendation
9	4.2	Arbitration:	The clause stipulates that the sole arbitrator will be appointed by the Chief Executive Officer, Prasar Bharati .	The arbitration clause will be as specified in the EOI. There is no change/amendment.
14	24.2 25.2	Eligibility requirements:	The Eligibility Criteria is not clear	The consotiums experience as a whole as stated in clause 25.2 will be considered against the bidders eligibility criteria. However, the lead bidder shall also meet all other specified criteria.
15	24.4 25.4	The bidder must have completed at least one similar project in India or abroad in last two years of not less than INR ten million.	The term similar project needs clarification	In clause 25.4, "similar projects " means projects as mentioned in Clause 25.2.

	Question	Answer
	Is there any clause of barring the Consultant / Company to propose their own products as a part of the recommendation.	Question itself needs to be clarified further.

Handwritten signature and date
27/11/2022

Qph

PROFORMA OF BANK GUARANTEE FOR BID BOND

Bank Guarantee No. _____

Ref :

To

The President Of India
Prasar Bharati (BCI),
Dg: Doordarshan,
Doordarshan Bhawan,
New Delhi-110001

Dear Sirs,

Whereas the Prasar Bharati (BCI), DG: Doordarshan, Doordarshan Bhawan, New Delhi-110001, having its head office at address of the organisation, New Delhi, India 110001 (hereinafter called the organisation) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India floated a Tender No. _____ and M/s

_____ having Registered/head office at _____ (Hereinafter called the "Tenderer" which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. _____ and tenderer having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank _____ guarantee of _____ Rs./US Dollar _____ (Rupees/US Dollar _____ Only) for the due

performance of tenderer/s obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by the Organisation specially the conditions that (a) tenderer shall keep his tender open for a period of day, i.e., from _____ to _____ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the Organisation (b) the tenderer will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the Organisation within the required time. The tenderer has absolutely and unconditionally accepted these conditions. The Organisation and the tenderer have agreed that NIT/tender document is an offer made on the condition that the tender, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the Organisation for a period of _____ days, i.e., from _____ to _____ or any, extension thereof and that making of the tender itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in NIT and the tender documents. They have further agreed that the contract consisting of

S. Vadivelan
S. Vadivelan
(Signature)

NIT/Tender documents as the OFFER and submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by the Organisation. The consideration for this separate initial contract preceding the main contract is that the Organisation is not agreeable to sell the NIT/tender documents to the tenderer and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the tenderer desires to make a tender on this condition after entering into this separate initial contract with the Organisation promises to consider the tender on this condition and tenderer agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we _____ registered (indicate the name of Bank) under the laws of _____ having head/registered office at _____ (hereinafter) referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees or in such convertible currency as acceptable to the Organisation and all money to the extent of Rs/US Dollars _____ (Rupees/US Dollar _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the tenderer and any such demand made by the Organisation on the bank shall be conclusive and binding notwithstanding any difference between organisation and the tenderer or any dispute pending before any court arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the this Organisation in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the tenderer and will remain valid, binding and operative against the bank.
3. The bank also undertakes that the Organisation at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the tenderer.
4. The bank further agree that as between the bank and the Organisation, purpose of the guarantee, any notice of the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above given to the bank by the Organisation shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Organisation or that of the tenderer. We also undertake not to revoke, in any case, this Guarantee during its currency.
5. The bank agree with the Organisation that the Organisation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the

[Handwritten signature]

validity period or for any forbearance, act of omission and commission on the part of the Organisation or any indulgence shown by the Organisation to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs./US Dollar (Rupees/US Dollars _____ only) in aggregate and it shall remain in full force upto and including 60 days after _____ unless extended further (indicate the last date of validity period) from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto and including 60 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 60 days from _____ or (indicate the last date of validity period) before the expiry of 60 days after the expiry of extended period, if any, if no such claim has been received by us within 60 days after the said date/extended date, the rights of the Organisation under this guarantee will cease subject to para 8. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all right of the organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the tenderer here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to the Organisation a bank guarantee for Rs./ US Dollar _____ (in figure) Rupees/ US Dollars _____ only (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this Organisation by the required date the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date /extended date, rights, of the organization under this guarantee will cease. However if such a claim has been received by us within and upto 120 days after the said date/extended date all rights of the Organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in _____ and any other authority(indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee. The bank confirms that this guarantee has been issued with observance of the appropriate Exchange Control rules and Regulations of the country. In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this _____ day of _____ at _____ of _____ (month & year)

Sundhu

Witness No.1

Signature

Signature
(Full name and address in capital letters)

(Full name in capital Letters)
Designation with bank stamp

Witness No. 2

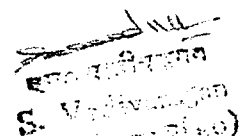
Signature
(Full name and address in capital letters)

Attorney as per power of attorney
No _____
Date _____

INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR BID BOND

1. The bank guarantee should be stamped in accordance with Stamp Act.
2. The non-judicial stamp paper should be in the name of the issuing bank.
3. Clause 8 of the bank guarantee is applicable in cases of global tenders where foreign tenders also participate. When tenders are invited from parties within India, clause 8 may be deleted and replaced by clause. The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction.
4. Please indicate the currency in which bank guarantee is being given Rs/US Dollars have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in a currency other than Rupees' or US Dollars' these terms may be deleted and replaced by relevant currency.
5. The period of sixty (60) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 7 should be available after the expiry of the validity period of the tender or any extension thereof.
6. The bank guarantee by Indian bidder will be given from Nationalised/scheduled Bank only. The foreign bidders will give Bank Guarantee from an Indian Bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from foreign bank acceptable to the Organisation will be considered.
7. In the case of guarantee by a foreign bank, these must be got confirmed by an Indian public sector bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.

255


S. Vaidyanathan
(Signature)