

REQUEST FOR PROPOSAL (RFP)

**Request for Proposal (RFP) for providing Media Feedback Analysis for
Election Commission of India (ECI), New Delhi.**

RFP Ref No: BECIL/ECI/2021-22/01 Dated: 28.10.2021



Broadcast Engineering Consultants India Limited
(A Government of India Enterprise)
(A Mini Ratna Company)

Head Office: 14-B Ring Road, IP Estate, New Delhi- 110002
Tel: 011 23378823 Fax: 011 23379885

Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 301
Tel: 0120 4177850 Fax: 0120 4177879

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Invitation to Bid (ITB) / Request for Proposal

Request for Proposal (RFP) for providing Media Feedback Analysis for Election Commission of India (ECI), New Delhi.

- 1) BECIL, a Public Sector Enterprise, under the Ministry of Information and Broadcasting, on behalf of Election Commission of India (ECI), New Delhi invites proposals from eligible bidders/agencies for the above mentioned project. BECIL has been engaged by ECI to undertake the bid process management and execute the project regarding Media Feedback Analysis for Election Commission of India (ECI), New Delhi. (hereinafter referred to as **“Project”**).
- 2) Bidding will be conducted through the online Two Envelope Competitive Bidding procedures specified in the GFR Procurement Manual/BECIL Purchase procedure, and are open to all eligible Bidder/Agencies as defined in this ITB.
- 3) Interested eligible Bidder/Agency may obtain further information through **e-mail ID: itprojects@becil.com**.
- 4) Qualification requirements are specified in the ITB.
- 5) Bids must be delivered as specified in the Instructions to Bidder/ Agency of this ITB (please read this part carefully). Late bids will be rejected.

RFP for providing Media Feedback Analysis services for Election Commission of India (ECI), New Delhi.

Summary

Section I. General Information & Instructions to Bidder/Agency

This Section provides information to help Bidder/Agency prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be complied without modification.

Section II. Technical System Requirement

This Section includes Generic and Technical requirements of the project, List of Software and Technical Specifications of the Software to be procured.

Section III. Enclosure

This Section includes format for Bidder/Agency Information and their customer's references and checklist for the Bidder/Agency, Compliance etc.

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SECTION I

GENERAL INFORMATION & INSTRUCTIONS TO BIDDERS

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A. RFP SCHEDULE AND CRITICAL DATES

The RFP tentative schedule and critical dates are shown below:

| | EVENT | DATE |
|----|--|--|
| 1 | RFP reference No. and Date | RFP Ref No: BECIL/ECI/2021-22/01 Dated: 28.10.2021 |
| 2 | Issue of RFP documents to Prospective Bidders | 28.10.2021 |
| 3. | Last date of submitting online clarifications via email | 08.11.2021 at 15:00Hrs Email ID: itprojects@becil.com |
| 5. | Last dated of online bid/proposal Submission | 18.11.2021 up to 13:00 hrs |
| 6. | Website for Online bid submission | https://becil.euniwizarde.com http://www.becil.com |
| 7. | Cost of Tender Documents | INR 2,000/- payable only in the form of DD in favor of Broadcast Engineering Consultants India Limited, payable at New Delhi. |
| 8. | Processing Fee for Online bid Submission | As per BECIL e-tendering website |
| 9. | Earnest Money Deposit (EMD) | Each bidder is required to submit Earnest Money Deposit (EMD) of Rs. 1,70,000/- (Rupees One Lakh Seventy Thousand only) in the form of Demand draft from scheduled bank in favor of "Broadcast Engineering Consultants India Limited payable at New Delhi" or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-3. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. No interest will be paid for the |

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| | | EMD amount. |
| 10. | Contact details for queries related to uploading of Bids | Mr. Anshuman: 9355030616 Mr. Navneet: 9355030630 |
| 11. | Help Desk for queries related to uploading of Bids | 011-49606060, 23710092 (From 10:00hrs to 18:00hrs) |
| 12. | Online opening of Technical Bids | 18.11.2021 at 15:00 hours |
| 13. | Technical evaluation of bids | To be intimated |
| 14. | Presentation for capability evaluation of technically qualified Bidders. | To be intimated |
| 15. | Opening of Financial Bid | To be intimated |
| 16. | Commercial Bid evaluation | To be intimated |
| 17. | Award of Purchase Order | To be intimated |

BECIL reserves the right to amend the RFP tentative schedule and critical dates.

**ADDRESS: BECIL BHAWAN,
C-56- A/17, Sector -62,
Noida 201 307
Tel. No. 0120 - 4177850
Till 18.11.2021 up to 13:00 hrs**

The tender document can also be downloaded from our website www.becil.com

No tender document will be issued after the last date as mentioned above.

The tender document can also be downloaded from our website www.becil.com and a Demand draft of INR 2,000/- (Rupees Two Thousand only) and EMD amount of INR 1,70,000/- (Rupees One Lakh Seventy Thousands Only) as per RFP document must be submitted before the last date of submission of bid, otherwise the bid will be rejected.

Demand Draft should be in favor of “Broadcast Engineering Consultants India Limited” payable at New Delhi.

General Information

1. Complete bid document can be downloaded from e-Tender portal of BECIL <https://becil.euniwizarde.com> and <http://www.becil.com>
2. Technical Bid have to be submitted concurrently duly digitally signed on the website <https://becil.euniwizarde.com>
3. It is mandatory for all the applicants to bid online on <https://becil.euniwizarde.com> and also should have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying Agency.
4. **Tender fee and EMD document should be placed** in a single envelope super scribed as
“Tender Fee and EMD Documents” for RFP Ref No: BECIL/ECI/2021-22/01 Dated: 28.10.2021 for Request for Proposal (RFP) for providing Media Feedback Analysis for Election Commission of India (ECI), New Delhi”.
5. **Hard copy of Technical Bid along with the Tender fee and EMD Documents** should be submitted before the last date of BID submission at BECIL Bhawan, A-56/C-17, Block ‘C’, Sector-62, Noida-201307 (U.P).
6. **Financial bid is to be submitted online ONLY**, any hard copy of Financial Bid received at BECIL office will be ignored.
7. Estimated Cost of the Project is **approximately INR 85 Lakhs (inclusive of taxes).**

No tender document will be issued after the last date as mentioned above.

B. INTENT OF THE REQUEST FOR PROPOSAL

The objective of the RFP is to select a suitable agency for providing Media Feedback Analysis for Election Commission of India (ECI), New Delhi.

The proposed RFP is to select an agency, which would in turn provide following services to Election Commission of India (ECI), New Delhi;

1. Media Feedback & Analysis from print media (Pan India), broadcast media (Pan India), web media, social media, online news portals/blogs/International magazines, etc.

2. Coverage & Reporting Mechanism from following media:

- a. Print Media Feedback
- b. Electronic & Digital Media Feedback
- c. Social Media Feedback

The selected Bidder will be responsible for function, operation and maintenance of this project under the supervision of ECI officials.

The selected Bidder must have all the facility and solution, so that the project must be made operational within the stipulated time frame and is to keep it functional thereafter.

Further, bidder shall refer detailed Scope of Work for better understanding of the work to be carried out.

C. PROCEDURE AND TERMS & CONDITIONS

1. The proposal is to be submitted online in **TWO BID SYSTEM** with **separate Technical and Financial bid**.

2. TWO BID SYSTEM

All bidders are required to submit their offer in two covers online as under: -

2.1 Technical Bid should contain the following: -

- (i) Tender documents along with Bill of Material duly completed, signed & stamped but **WITHOUT INDICATING THE RATE QUOTED**.
- (ii) The technical details of the software (if any) offered along with the supporting original technical literature, leaflets, brochure etc. in duplicate.
- (iii) Bidder should **NOT** quote financial rates in the technical bid. If any financial rates are found in the technical bid, same will be ignored.

2.2 Financial bid should contain the following:-

- (i) Financial bid should be submitted as per the format provided in online tendering portal.
3. All bids are to remain valid for **Six months** from the date of opening of Technical Bid.
4. BECIL reserves the right to solicit additional information from Bidders to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of work that will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be Bidder's responsibility to check for updated information on BECIL's web site www.becil.com.
5. **Clarification regarding contents of the RFP:** At any time prior to the deadline for submission of bids, the BECIL may for any reason, whether on its own initiative or in response to the clarification request by a prospective bidders, modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for submission of bid will be uploaded as "corrigendum". Such amendment/modifications shall be binding on all the prospective bidders. BECIL at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the BECIL in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids. (BECIL implies name of the office)
6. Clarification should be submitted in writing to the RFP Coordinator addressed to

**Broadcast Engineering Consultants India Ltd,
C-56 A/17, Sector -62, Noida 201 307
Tel: 0120-4177850 Fax: 0120-4177879**

E-mail: itprojects@becil.com

7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after the submission of bid online as per the provisions of online tendering portal prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between

the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the BECIL/ Customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. The BECIL also reserves the right to call for additional information from the bidders. No post-bid clarification on the initiative of the bidder will be entertained.
9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional bids will be rejected.
10. BECIL will make its decision based on the ability of the Bidder(s) to meet our specific needs, technical expertise of the Bidder(s), delivery capabilities, customer references, past satisfactory performance experience, system completeness (which is a must) besides cost.
11. BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the Bidder(s) which, in the sole opinion of the Project In-charge, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidders so that its best interest to fulfill the need of project is served.
12. All information contained in this RFP, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent from BECIL.
13. BECIL reserves the right to either increase or decrease the quantity of any or all the items included in suggestive bill of material which are estimated requirements and therefore open to variation.
14. BECIL reserves the right to alter/modify the scope of work mentioned in this RFP document at any stage of the bidding process and contract.
15. BECIL reserves the right to terminate the contract at any stage of the work by giving 7 days' notice if it is noticed that the delay occurred in any of the activities covered under the contract cannot be made good and will affect the overall work schedule. BECIL shall, in such an eventuality, revoke the Performance Bank Guarantee of the bidder. The decision of CMD, BECIL shall be final and binding.

16. In case the Bidder Company goes into liquidation or change in business/management, it will be intimated to BECIL & company will fulfill its commitment in case order is awarded to them.
17. The RFP is issued for “providing Media Feedback Analysis for Election Commission of India (ECI), New Delhi” ***The bidder is responsible for completeness of the project.***
18. **Penalty for use of Undue influence:**

The contractor/supplier undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offenses by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

19. Indemnification:

Contractor agrees to indemnify BECIL from any and all claims, demands, losses, cause of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the work of Contractor including the works as got done by Contractor through Sub-Contractor(s), *if so appointed by the Contractor. BECIL shall have no role in engaging of sub-contractors by the Contractors and Contractor alone shall be responsible to such Sub-Contractors.*

20. Arbitration:

Any dispute or difference or claim arising out of or in relation to this contract, including the construction, validity, performance or breach thereof, shall be settled or decided by arbitration to be conducted by Secretary, Ministry of Information and Broadcasting or by any other person to be nominated by Secretary, Ministry of Information and Broadcasting. Arbitration shall be conducted as per Arbitration & Conciliation Act, 1996. The seat of the arbitration shall be at New Delhi.

The agency must ensure that there is no legal action/dispute initiated or pending at the time of signing of contract and during the execution and implementation (i.e. currency) of the project which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

21. Jurisdiction

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Agreement.

22. Conflict of Interest. Bidder/Vendor/Contractor represents and warrants the following:

- 1. No Conflict of Interest:** that Contractor has any business, professional, personal, or other interest into the representation of other clients that would conflict in any manner or degree with the performance of its obligations under this Agreement.

There should be no conflict of interest with respect to any political affiliation of the agencies/staff which would be engaged for Media Feedback Analysis for Election Commission of India (ECI), New Delhi.

- 2. Termination for Material Conflict.** If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor;

23. Termination of Contract:

The customer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 month provided Force Majeure clauses are included in contract.
- (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.

24. Statutory Duties & Taxes:

- (a). Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the contractor.
- (b). If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the

prices quoted by the Bidder are inclusive of GST and no liability will be developed upon the Customer.

- (c). On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

25. Period of Contract:

The contract would be for **One year** from the date of commencement of the project and further extendable for Two more years on mutual consent of ECI/BECIL and Bidder. **Please note that Contract can be cancelled unilaterally by the customer/buyer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period.** The customer/buyer reserves the right to exercise the option clause and repeat order clause as per text given in this RFP.

26. Option clause:

The contract will have an Option Clause, wherein the customer can exercise an option to procure an additional of the original contract in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the customer to exercise this option or not.

27. Repeat Order Clause:

The contract will have a Repeat Order Clause, wherein the customer can ask the selected bidder to repeat the order at the same tender rates, on yearly basis up to 2 years on mutual consent of ECI/BECIL and Bidder. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the customer to place the Repeat Order or not.

28. Data/content generated (i.e. graphics, video, reports etc.) by the engaged agency during contract period with ECI/BECIL, shall not be misused or shared with any third party.

D. ELIGIBILITY CRITERIA

1. EMD Amount of **Rs. 1,70,000/- (Rupees One Lakh Seventy Thousands only)** should be paid only in form of Demand Draft/Bank Guarantee(BG) in favour of **Broadcast Engineering Consultants India Limited, New Delhi. (No other mode of payment will be accepted)**. Bids submitted without EMD will be treated as rejected.
2. Tender fee of **Rs. 2,000 (Rupee Two Thousand Only)** should be paid only in form of Demand Draft in favour of **Broadcast Engineering Consultants India Limited, New Delhi. (No other mode of payment will be accepted)**. Bids submitted without Tender Fee will be treated as rejected.
3. **The bidder should be registered company in India under Indian Company Act, 2013.** It should be an Indian Owned and Managed company. A copy of certificate of incorporation (Company registration certificate) should be submitted.
4. The Bidder must have direct presence in India with experienced manpower. Documentary proof should be submitted.
5. The bidder must be engaged in similar kind of work as mentioned under heading “Scope of Work” in India; **During last 3 Financial years i.e. FY 2017-18, 18-19, 19-20 and till the date of issue of RFP, Bidder/Agency must have successfully completed at least one similar kind of project of overall media feedback (as mentioned in Scope of Work) of value more than or equal to Rs. 50,00,000/- with central govt. / state govt. /government departments/ PSUs/Public listed company/reputed private sector companies in India.**

(or)

Two similar kind of projects of overall media feedback (as mentioned in Scope of Work) of more than or equal Rs. 25,00,000/- with central govt. / state govt. /government departments/ PSUs/Public listed company/reputed private sector companies in India.

(Copy of work order along with performance/completion certificate should be submitted)

- 6. The Bidder must have at least 5 years of experience in relevant field in any organization or at least 03 years of experience with any Central Govt. Ministry/Department.**

List of clientele of the firm, along with contact details of clients for whom the bidder have completed similar kind of project must be provided. (Copies of work orders from the clients must be enclosed).

- 7. The Bidder should have annual average turnover of at least Rs. 2 Crore per annum for the last three financial years' i.e. for FY 2017-18, 2018-19, 2019-20.** (Submit Proof: Annual Audited balance Sheet).

Example: if a bidder is having turnover of INR 1.50 Crore for Financial Year 2017-18, INR 2.50 Crore for Financial Year 2018-19 and INR 2 Crore for Financial Year 2019-20, then average turnover for above mentioned clause (clause no. 8 of Eligibility Criteria) calculated as following:

Average Turnover for last 3 years (in INR)
= ((Turnover for FY 2017-18) + (Turnover for FY 2018-19) + (Turnover for FY 2019-20))/3
= (1.50 Crores + 2.50 Crores + 2 Crores)/3
= 6 Crores/3
= 2 Crores

As per above calculation bidder will be declared qualified for the clause no. 8 under Eligibility Criteria.

- 8. The Bidder should not have been blacklisted** by any government organization. Self-declaration to that effect should be submitted undertaking on a non judicial stamp paper of Rs 100/- certified by Notary along with the technical bid. (As per **Annexure-5**)
9. The bidder is required to submit following documents:
- a) Copy of PAN**
 - b) Copy of GST registration**
 - c) Copy of Audited balance sheet for the financial Year 2017-18, 2018-19, 2019-20 clearing indicating profit and loss statement.**

10. Bidder should have **positive Net-Worth** as on the last three financial year i.e. 2017-18, 2018-19 and 2019-20. (Copy of CA certificate indicating positive networth of the bidder company).
11. Bidder should be **Profitable** in last three financial year i.e. 2017-18, 2018-19 and 2019-20. (Copy of CA certificate indicating profitability of the bidder company).
12. A separate **point by point compliance statement** of Scope of Work including Bill of Material (BOM) as per “**Annexure-1**” duly signed & stamped by bidder must be submitted.
13. The bidder should provide Vender Information with name, address, website and contact details. Format is provided in “**Annexure-2**” of this RFP.
14. Copy of RFP and respective corrigendum/addendum should be duly signed and stamped by the bidder at each page as the token of acceptance of all the terms and conditions given in referred RFP.
15. All bidders must strictly quote the product as per Serial Number/Heading/ Sub Heading given in BOM of RFP.

E. COMMERCIAL TERMS AND CONDITIONS

Each bidder is required to accept the following terms and conditions:-

| | | | |
|-----------|------------------------------------|----------|--|
| 1. | Earnest Money Deposit (EMD) | : | <p>Each bidder is required to submit Earnest Money Deposit (EMD) of Rs. 1,70,000/- (Rupees One Lakh Seventy Thousands only) in the form of Demand draft from scheduled bank in favor of “Broadcast Engineering Consultants India Limited payable at New Delhi” or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-3.</p> <p>EMD is to remain valid for a period of forty-five days beyond the final bid validity period.</p> <p>EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.</p> <p>The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.</p> <p>EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.</p> <p>EMD will not be accepted in any other form. Bid without EMD will not be accepted. No interest is payable on EMD amount.</p> <p>Beneficiary Details:</p> <p>Beneficiary Name : Broadcast Engineering Consultants India Limited</p> |
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| | | <p>Address: 14-B, Ring Road, Indraprastha Estate, New Delhi-110002 IFSC Code is - UBIN0903710</p> <p>2. Each bidder is required to submit Tender Fee of Rs. 2,000/- (Rupees Two Thousand only) in the form of Demand draft from scheduled bank in favor of “Broadcast Engineering Consultants India Limited payable at New Delhi”.</p> |
| 2. | Prices | <p>: The Prices should be quoted in Indian Rupees only and prices should be FOR destination at site (ECI/ BECIL’s Stores at 14-B, Ring Road, I.P. Estate, New Delhi -110002).</p> <p>The prices should be quoted as per the Bill of Material (BoM) format provided in online tendering portal.</p> |
| 3. | Payment Terms | <p>: A.) Development of integrated media dashboard for feedback analysis of print, electronic/ broadcast, digital & social media including media feedback analysis tool</p> <p>70% payment will be released after the 30 days from the date of Go-Live of Integrated Media Dashboard for the ECI and on submission of Go-Live certificate from ECI along with the invoice.</p> <p>30% payment will be released after the 6 months from the dated of Go-Live of Integrated Media Dashboard for the ECI.</p> <p>B.) Services and maintenance of Integrated media feedback dashboard and other related activities / services to be provided for 24x7 function.</p> <p>Payment will be released on monthly basis against the submission of monthly invoices with clear indication & full description of professional fee and applicable taxes, duties, etc. along with certification of separate monthly report for each month duly verified/certified by Election Commission of India (ECI), New Delhi.</p> <p>Any requisite changes in the dashboard may be carried out by the agency from time to time, as per</p> |

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| | | | requirement of the ECI. |
| 4. | Consignee | : | The equipment/Software/item (if any) should be consigned to Election Commission of India (ECI), New Delhi C/o Project Manager, BECIL, New Delhi. |
| 5. | Invoicing | : | All Tax invoices should be raised in the name of “Broadcast Engineering Consultants India Limited, 14-B, Ring Road, I.P. Estate, New Delhi -110002” For Election Commission of India (ECI), New Delhi. BECIL GST: 07AAACB2575L1ZK Note: Along with Invoice, EWAY BILL (if required), and a copy of Undertaking & Certificate duly filled, signed and stamped has to be submitted to BECIL. |
| 6. | Delivery schedule and Commissioning | : | Delivery schedule and Commissioning : Part-I: Development of Integrated Media Dashboard should be completed within 3 weeks from the date of issue of work order. Part-II: Services and maintenance of Integrated media feedback dashboard and other related activities / services should start from the date of commencement of the project. NOTE: It is bidder responsibility to delivery all the software at site i.e. Election Commission of India (ECI), New Delhi. |
| 7. | Performance Bank Guarantee | : | The successful bidder shall have to furnish a Security Deposit cum Performance Bank Guarantee (PBG) (As per format in Annexure-4) within 2 weeks of release of W.O. in favor of Broadcast Engineering Consultants India Ltd, 14-B, Ring Road IP Estate, New Delhi – 110002 for an amount equal to 3% of total work order value and it will valid till beyond 3 months of warranty/ guarantee period. Beneficiary Details: Beneficiary Name: Broadcast Engineering Consultants India Limited Address: 14-B, Ring Road, Indraprastha Estate, New Delhi-110002 IFSC Code is - UBIN0903710 |

| | | | |
|------------|--|---|---|
| 8. | Technical/ Operational Manual | : | Two print copies of Technical Manual / Operation Manual and one CD version of the same have to be supplied with the equipment. One set of test certificate of each equipment has to be enclosed with shipment and one copy sent to BECIL. All software in original with perpetual license certificate has to be provided wherever possible. |
| 9. | Liquidated damages (LD) | : | If there is delay in the supply, installation or commissioning of the Software/equipment/items (if any) or delay in Services, supplier will be liable to pay LD @ 0.5 % (1/2%) of respective category of services per week of delay or a part thereof, upto a maximum amount of 5%, after which the order is liable to be cancel. |
| 10. | Penalty Clause | : | In case of unsatisfactory services/work/accuracy of software as per technical specification mentioned in work order/RFP, the supplier/vendor will have to pay a penalty on pro-rata basis up to 5% of the total work order value for services/work/proposed software or part thereof. |
| 11. | Special Terms and Conditions | : | 1. BECIL reserves the right to reject/cancel/terminate work order awarded to bidder in case unsatisfactory of services as per the requirement of ECI/BECIL and BECIL will not release any payment to the bidder/vendor in this particular case. 2. BECIL reserves the right to reject/terminate/cancel the bid of the bidder in case of providing wrong/hidden information during submission of bid. |
| 12. | Taxes | : | Taxes as applicable. |
| 13. | Compliance Statement | : | A point by point compliance statement duly signed & stamp by bidder in respect to all points laid down in the Scope of Work and Bill of Material & specifications must be submitted. |

Table 1

COMPLIANCE STATEMENT PERFORMA

| Sr. No. | Sr. No. of Specification | Description of Specification | Page number of Specifications in RFP | Compliance (Yes/No) | Deviation ,if any, to the specification | Optional Items ,if any, required for the completeness of system | Features in the offered product in addition to BECIL specs |
|----------------|---------------------------------|-------------------------------------|---|----------------------------|--|--|---|
| | | | | | | | |
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F. BIDDERS REQUIREMENT

Bidders are required to complete the BIDDER information forms provided at Annexure-2.

1. Warranty / Guarantee

1.1 Bidder/ System Integrator must provide details and nature of guarantee for deliverables/ services of complete system they are willing to commit.

2. Additional information

Bidders should provide the following additional information.

- 2.1 A copy of the latest / last annual report of the company and wherever applicable of the key principals. This is required, amongst other things, to understand the financial strengths, growth rate etc. of System Integrator (S.I.).
- 2.2 List with details (including name of client) of similar work executed in India and abroad.
- 2.3 Particulars of the partners or related / inter-linked company in India for sales, installation / commissioning and support (for Bidder/Agency OR, principals with whom you have a tie-up (in the case of integrators)).
- 2.4 Any other detailed information of relevance (such as market shares etc.) with supporting documents or references.

3. Functional Workflow Diagram

Bidder must provide complete functional workflow diagram (specifically as per the BOM of this RFP).

G. PROPOSAL RESPONSE FORMAT

All the bidders are requested to submit commercial bids strictly as per the format given in online tendering portal. The proposal must be submitted strictly as per the Bill of Material (BoM) format provided in the online tendering portal.

1. The proposal shall be submitted in two distinct parts: a Technical Proposal and a Commercial Proposal.
2. Proposals are to be prepared on standard 8-1/2" x 11" A4 size paper.
3. Proposals must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement.
4. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal, showing proposal section and page number.
5. Proposals shall be based only on the items contained in this RFP and its standard required accessories. The RFP includes official response to pre-bid queries, addenda, and any other material published by the BECIL pursuant to the RFP. The bidder is to disregard any previous draft materials and any oral representations it may have received. All responses to the requirements in Sections (list appropriate section) of this RFP must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.
6. A point by point compliance statement duly signed by bidder in respect to all points laid down in the BOM & specifications for all the equipment/item(s) (if any) must be submitted.

H. METHOD OF EVALUATION AND AWARD

Note: Only the Bids qualifying at the pre-qualifications stage **will be considered** and called for Presentation/Demo.

1. Capability Evaluation (Vendor Presentation)

Following evaluation method will be used for Capability Evaluation of the Vendors. Bids qualifying at the pre-qualifications stage will be asked to make presentations &/or demo at ECI/BECIL to showcase their experience and execution capability, where the Bidder/Agency is required to address queries/ questions/ approaches/ issues/etc. with respect to the project/technical proposal and its execution.

Further the Bidders would be required to demonstrate the efficacy of the Integrated Media Dashboard at a live test case on trending topics of choice related to Government. During this session,

Bidder would be required to demonstrate work plan and their capability of integrating the response/feedback from various medias such as Print, Broadcast / electronic and digital media. During this session, up to 100 Technical/Capability Points would be allocated for the past experience, financial turnovers, Technical Presentation/Demo, etc. and these points will be awarded as per below parameters:

| <u>Capability Evaluation (Vendor Presentation)</u> | | | |
|---|---|------------------|--------------|
| S.N | Parameter | Max Marks | Notes |
| 1. | Profile of the company which includes turnover in the last three years, overall experience, credentials (awards and other things) | 15 | |
| 2. | Past experience/ work orders of similar nature | 15 | |
| 3. | Live demonstration of Integrated Media Dashboard for facilitating feedback from print, electronic / broadcast/ Radio | 30 | |

| | | | |
|----|--|------------|--|
| | digital media/ Social Media/ Online news portals etc with sentiment analysis | | |
| 4. | Work plan for the Media Feedback and Analysis: Capability (including manpower) to integrate and capture real time data from different local/ regional / National media vehicles as per requirement | 10 | |
| 5. | Geographical coverage/ reach to cover the vernacular media | 15 | |
| 6. | User Interface / Interactivity | 15 | |
| | Total Technical Score | 100 | |

Note:

Marks will be awarded on the basis of relative performance of each bidder.

Bidders who secure a Total Technical Score equal and above 70 will be considered for the next level evaluation of Financial Bid.

Note: BECIL/ECI will NOT bear any expenses incurred by the Vendors for the presentations/ demos. The venue for the Presentation/Demo will be intimated to the qualifying vendor(s) prior to this event.

2. Financial Evaluation

Following evaluation method will be used for Commercial/Financial Proposals.

Out of the above qualified Technical Bids with Total Technical Score equal and above 70, The bidder with lowest qualifying financial bid (L1) will be awarded 100% Financial score (amongst the bidders which did not get disqualified on the basis of the below note).

Financial Scores for other than L1 bidders will be evaluated using the following formula:

Total Financial Score of a Bidder = (Financial Bid of L1/Financial Bid of the Bidder) * 100

This Total Financial Score for each qualified vendor will further be used to calculate the Total Final Score as described in the **Combined Final Evaluation** sub-section below.

Note: Financial Bids that are less than 30% of the median-price will be disqualified, where the median-price is computed by adding all Financial Bid values of ALL the financial qualified bidders and dividing the same by the number of bidders.

3. Combined Final Evaluation

Combined final evaluation as under, will be used to obtain Total Final Score and to select and declare the winner.

With the above obtained Total Technical Score, and Total Financial Score, the Total Final Score will be calculated as per the formula given below:

Total Final Score = Total Technical Score * 0.7 + Total Financial Score * 0.3

The Bidder with the **Highest Total Final Score (H1)** would be the Winner.

Note: If there is a tie, then the bidder with the Highest Total Technical Score would be the winner.

SECTION II

TECHNICAL SYSTEM REQUIREMENT

➤ CONTENTS

- A. SCOPE OF WORK**
- B. GENERIC CONDITIONS**
- C. TECHNICAL CONDITIONS**
- D. BILL OF MATERIAL**
- E. SPECIFICATIONS**

A.) SCOPE OF WORK

The setup should include capabilities to understand views publicly expressed in Print, Electronic/Broadcast, Digital and Social Media platforms. These capabilities shall not only help identify areas/ issues that concern citizens but also help the Commission in improving its communication system with regard to addressing citizens' concerns.

Broad features required for this setup are as below:

- i. Scope for gathering and analyzing information from content publicly on Print, Electronic/Broadcast and Digital media platforms for providing feedbacks.
- ii. Real-time integration and compilation of various feedback reports.
- iii. Topic wise segregation of data and report generation.
- iv. Broad Customization of interface based on ECI requirements and options for search queries and report generation.
- v. Archival of content with cataloging and search capability (even for the regional content). The vendor is required to provide necessary archival solution of the same. The vendor has to provide necessary search reports as required by the Commission.
- vi. Availability of integrated media dashboard in Hindi and English.
- vii. Accessibility of the integrated media dashboard to User via Control Access to users.
- viii. Users should be able to upload content and specific report requirement, and download/access report.
- ix. Feedback reports to be downloadable in the form of PDF, MS-Word, MS-Excel, Image, in Compressed Format etc.
- x. The Dashboard should be created by the bidder for ECI, who shall be the custodian of the Dashboard.

1. MEDIA FEEDBACK & ANALYSIS

- I. The agency should be able to track keywords as desired by ECI on the selected platforms and provide appropriate sentiments, nature of post/comment/article etc. These monitoring shall form a detailed analysis on the keywords and provide an interactive dashboard for all the platforms.
- II. The comprehensive media feedback analysis should encompass the coverage of Election Commission of India and Election process related issues, in print, electronic/broadcast and digital media.
- III. The print media feedback to include all major National Dailies and vernacular newspapers (along with gist & headlines in English for regional language papers), magazines.
- IV. The broadcast media coverage will require monitoring of the satellite television news channels (National and Regional (state specific)) on matters related to the Election Commission and Electoral Process.
- V. Web media monitoring will require monitoring the news about ECI and Electoral Process across major digital platforms including social media, online news portals/ Blogs/International magazines, etc.
- VI. This comprehensive media feedback analysis to be submitted to the Commission shall be collated and summarized into following categories of Positive news, Negative news, and Neutral news.
- VII. Social Listening and feedback to ECI on the type of comments /queries being received across major social media platforms. Weekly Report to be submitted to the Commission.(Necessary tools [as permissible under law] to be provided by the agency for this purpose)
- VIII. Sentiment Analysis Report for social media on matters/ issues related to ECI and Elections. Use a good industry standard tool for sentiment analysis report.

2. COVERAGE & REPORTING MECHANISM:

- I. Print Media Feedback- This shall cover articles/Opinion editorials/ Editorials related to the Election Commission published in national dailies, state specific regional papers, and news magazines. Need to Cover all significant English and Hindi papers published from Delhi and significant state specific regional papers. The press clippings shall be uploaded on a portal for the commission daily morning latest by 7:30 AM. Subsequently, a print media Analysis & Perception Report to be submitted summarizing and categorizing the coverage on the basis of different issues and the type of coverage (Positive, Negative & Neutral) along with the name of the author/columnist and state specific concerns. The report should also consist of gist of the regional news coverages need to be provided in English language.
- II. Electronic & Digital Media Feedback – The feedback report shall comprise of news items related to ECI and other relevant election news in electronic media (national & regional/ & online web/news portals. The report should be comprehensive with necessary language transliterations and its translation (in English). The report is to be submitted to the commission thrice a day (8AM, 3PM & 9 PM) or as desired by the Commission. Any development to be updated on Media alerts WhatsApp group on SOS basis.
- III. Digital/ Social Media and Online News portal Feedback – The feedback report shall comprise of digital/ social media/ Online news portal coverage of news related to elections and ECI. The feedback and analysis report shall highlight issues being reported on social media, feedback of tweets by major influencers including media persons, politicians, etc. The report is to be submitted to the commission thrice a day (8AM, 3PM & 9 PM) or as desired by the commission. Any development to be updated on Media alerts WhatsApp group on SOS basis.
- IV. These feedback & analysis reports to be submitted daily (including weekends) through E-mail and on Whatsapp.

- V. Media Alerts- In addition, monitoring of Electronic media, social media and online/internet blogs etc. and providing regular alerts (links etc.) to the ECI on matters that require urgent attention.
- VI. During the election period, the agency has to submit media related reports on multiple times in a day, as per requirement of the ECI.
- VII. The agency should provide necessary transliteration and translation of the content for its access.

3. DELIVERABLES

I. Integrated Media Dashboard:

All news monitored will also be sent via e-mail and on whats app, as detailed above, should be available on a password protected web portal. It should offer:

- a. Tools to generate various insights reports on its Dashboard (as listed below)
- b. Create impact feedback on relevant topics to ECI and elections.
- c. Dashboard should have User defined data access facility.
- d. Dashboard should enable ECI to upload and archive their responses / Releases vis-à-vis any topic of their choice.
- e. The portal must be capable of providing notifications in real time.
- f. The Dashboard should facilitate creating dossiers of all/ selected/ categorized print news items in .pdf version and giving html links for electronic, online and social media coverage, in one go for easy and fast viewing.

II. Email alerts:

- a. Media Feedback report will include e-mailing of a Dossier of all relevant print and online media news items daily, categorized in required buckets.
- b. The Dossier regarding the Electronic Media and the Social Media Feedback Reports would be e-mailed in the prescribed format.

III. Expected Minimal Features of Dashboard

- a. Peer analytics
 - b. Publication detail
 - c. Journalist / Author /user detail
 - d. Sentiment analysis
 - e. News Category analysis
 - f. Keyword Analysis
 - g. Trend Analysis
 - h. Geographical spread
 - i. Monitoring fusion with analytics: to enable to see actual content for print, electronic and social media
 - j. Daily Monitoring
 - k. Archiving with keyword facility
 - l. Daily Analysis Reporting
- a. The above-mentioned functionalities shall be available on Web as well as mobile application

IV. Archival set up & Manpower:

- a. The integrated media dashboard should have the following features.
 - Easily retrievable, keyword searchable Archival of content. Agency to ensure necessary set up and arrangements for the same.
 - All mediums should have Word Search facility on different Meta data-based filters.
- b. The system should have an archival set up where reports generated can be stored after necessary classification and retrievable on SoS basis.

- c. Bidder/Agency would be responsible for storage of all reports on the archival set up.
- d. The team should be capable to operate the Integrated Media Dashboard and prepare feedback reports at the instruction of user.
- e. Manpower requirement may increase during the period of elections and bidder must be able to provide the same as and when required on scalable basis.
- f. The agency must ensure to provide 24x7 back-end manpower support, specially at the time of elections.
- g. Required Manpower is to be deputed at ECI or as per the requirement of ECI.

Annexure -1

D. BILL OF MATERIAL

| S. No. | Description | Make / Model | Qty./ Services | Price in INR per month (exclusive of taxes) | Taxes on per month price in INR | Price in INR for one year (inclusive of taxes) |
|---|--|--------------|----------------|---|---------------------------------|--|
| | | | A | B | C | D= A*(B+C)*12 |
| 1. | Development of integrated media dashboard for feedback analysis of print, electronic/ broadcast, radio, digital/ social media, Online news portal etc. including media feedback analysis tool. | NA | 1 Lot | NA | NA | |
| 2. | Services and maintenance of Integrated media feedback dashboard and other related activities / services to be provided for 24x7 function, as per scope of work. | NA | 1 Lot | | | |
| Total Project Cost for One Year (inclusive of taxes) | | | | | | |
| Total Project Cost for One Year in words (inclusive of taxes): | | | | | | |

SECTION III

ENCLOSURES

CONTENT

- A. BIDDER/AGENCY INFORMATION FORMAT**
- B. CUSTOMER REFERENCE FORMAT**
- C. ENCLOSURES**

Annexure- 2

A. BIDDER/AGENCY INFORMATION

Short Responses can be placed within the cells provided in the tables below. Additional Information can be attached as appendices, but should be explicitly referenced from within the appropriate cells.

BIDDER/AGENCY INFORMATION FORM

GENERAL INFORMATION

| | |
|--------------------|--|
| BIDDER/AGENCY Name | |
| Corporate Office | |
| Address | |
| Web | |
| E-mail | |
| Telephone | |
| Fax | |

COMMERCIAL INFORMATION

| | |
|-----|--|
| PAN | |
| GST | |

PRIMARY BIDDER/AGENCY CONTACT OR SALES REPRESENTATIVE

| | |
|----------------|--|
| Name and Title | |
| Address | |

| | |
|------------------|--|
| E-mail | |
| Telephone/Mobile | |
| Fax | |

PERSON(S) AUTHORIZED TO NEGOTIATE AND MAKE COMMITMENT

| | |
|------------------|--|
| Name and Title | |
| Address | |
| E-mail | |
| Telephone/Mobile | |
| Fax | |

DESIGNATED TECHNICAL CONTACT FOR RESPONSE CLARIFICATION AND QUESTIONS

| | |
|------------------|--|
| Name and Title | |
| Address | |
| E-mail | |
| Telephone/Mobile | |
| Fax | |

| | INFORMATION ITEM | BIDDER/AGENCY RESPONSE |
|----|---|-------------------------------|
| 1. | Date your company was incorporated | |
| 2. | Number of people employed by your company and how many are in the following areas: Media feedback, Media analytics, Transliteration and Translation work, | |

| | | |
|----|--|--|
| | Work related to dashboard and IT and Other related work. | |
| 3. | Company's sales revenues for the last three fiscal years. | |
| 4. | Number of implementations conducted for customers in the last three Financial years. Group these implementations by numbers of end-users, INR cost of engagements, and scope of engagements. | |
| 5. | Indicate your agreement not to share the contents of this RFP with any other organization, including potential subcontractors, without written permission from the RFP coordinator. | |
| 6. | Optionally, provide any additional background information about your company that the BECIL would find useful in its deliberations. | |

B. CUSTOMERS REFERENCES:

Provide at least three references with comparable network size and complexity for whom you have provided similar implementation and / or integration services . Please use this format for your response.

| | ITEM | BIDDER/AGENCYRESPONSE |
|--|--|------------------------------|
| | REFERENCE 1 | |
| | Company / Institution Name Address Scope of Project Dates of Engagement | |

| | |
|---|--|
| Contact Name and Title E-mail Telephone | |
| REFERENCE 2 | |
| Company / Institution Name Address Scope of Project Dates of Engagement Contact Name and Title E-mail Telephone | |
| REFERENCE 3 | |
| Company / Institution Name Address Scope of Project Dates of Engagement Contact Name and Title E-mail Telephone | |

Annexure-3

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(on Rs 100 Non Judicial Stamp Paper)

Bank Guarantee No. -----

Ref.

To

Broadcast Engineering Consultants India Limited

14B IP Estate , Ring Road

New Delhi.

Dear Sir,

Whereas The Broadcast Engineering Consultants India Limited, New Delhi (hereinafter called the "tenderer/Purchaser") include all its successors, administrators, executors and assignees has invited bids dated for _____ vide Tender reference No.

KNOW ALL MEN by these presents that We M/s _____ (hereinafter called the "Bidder") and include all its successors, administrators executors and assignees having Head Office/ Registered office at _____ have submitted a quotation Reference No. _____ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs _____ (Rupees _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting tender and other terms and conditions contained in the tender Documents supplied by the BECIL specially :

The Conditions of obligations are-

- i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

2. Therefore, we _____ (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 BECIL 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 all money to the extent of Rs _____ (Rupees _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the BECIL on the bank shall be conclusive and binding notwithstanding any difference between the BECIL and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the BECIL in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3) We _____ (Bank name) further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the BECIL or that of the Bidder. We _____ (Bank name) also undertake not to revoke, in any case, this Guarantee during its currency.

4) The bank agree with the BECIL that the BECIL 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 validity period or for any forbearance, act of omission and commission on the part of the

BECIL or any indulgence shown by the BECIL to the said Bidder 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.

5) This guarantee will remain in force upto _____ and any demand in respect thereof should reach the Bank not later than _____.

6) Not withstanding anything contained herein above.

(i) Our liability under this guarantee shall not exceed Rs. _____/- (Rupees _____ Only)

(ii) This Guarantee shall be valid up to and including _____ and

(iii) We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee i.e. _____, .

Dated the day _____(year)

PERFORMANCE BANK GUARANTEE FORMAT

(on Rs 100 Non Judicial Stamp Paper)

No.....

Dated:.....

The Chairman & Managing Director,
Broadcast Engineering Consultants India Limited,
14-B, I.P.Estate, Ring Road,
New Delhi

1. Against _____ purchase _____ order _____ no. _____ dated _____ for _____ (hereinafter called the said contract) entered into between Broadcast Engineering Consultants India Ltd. (BECIL), 14-B, Ring Road, I.P. Estate, New Delhi (herewith called _____ the _____ Purchaser) and _____ (hereinafter called the supplier), this is to certify that at the request of the supplier we _____ (hereinafter referred to as the Bank), do as primary obligor and not merely as surety, hereby irrevocably unconditionally and absolutely undertake against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of his/their obligation, viz. the performance of the contract till warranty period, to the satisfaction of the purchaser in term of the contract.
2. We _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said supplier (s) or any of the terms and conditions contained in the said contract or by reason of the supplier(s) failure or omission or negligence to perform the said contract till warranty period or any part thereof. Any such damage made on the bank shall be conclusive as regards the amount due and payable by the bank upon

this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding _____

3. We undertake to pay to the Purchaser any amount so demanded by the Purchaser, notwithstanding:

- (i) Any dispute or difference between the Purchaser or the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or
- (ii) The invalidity, irregularity or unenforceability of the contract or
- (iii) Any other circumstances which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the Purchaser to enforce the obligation by the Purchaser or any other person for any reason whatsoever.

4. We _____ further agree that the Guarantee herein contained shall be contained one and remain in full force and effect during the period that would be taken for the performance of the said agreement till warranty period and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement till warranty period have been fully paid and its claims satisfied or discharged or till BECIL certifies that the terms and conditions of the said agreement till warranty period have been fully and properly carried out by the said supplier and accordingly discharge this guarantee.

5. We _____ hereby agree and undertake that any claim which the bank may have against the supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the Bank will not, without prior written consent of the Purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remaining owing and outstanding regardless of the insolvency liquidation or bankruptcy of the supplier or otherwise

howsoever. We will not counter claim or set off against its liabilities to the Purchaser with it.

6. We _____ further agree with Purchaser that the Purchaser shall have the fullest liberty without or consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the Purchaser against the said suppliers and forbearor enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said suppliers 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.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier

8. We _____ - lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

9. Notwithstanding anything contained herein above.
 - i. Our liability under this guarantee shall not exceed _____)
 - ii. This guarantee shall be valid up to and including _____; and
 - iii. We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee.

Dated the..... date of.....

Annexure-5

Format for Blacklisting Undertaking

(To be given on Non-Judicial Stamp paper of Rs. 100/-)

To,
The Chairman & Managing Director,
Broadcast Engineering Consultants India Limited,
14-B, I.P.Estate, Ring Road, Delhi-110 002

Subject: Undertaking for the Blacklisting.

Dear Sir,

This is with reference to RFP Ref. No. Dated:..... In this regard we <bidder organization full name > have registered office at <office address> undertake that we were not blacklisted or debarred by any Central government/ state government/ PSU till the date of bidding in the referred RFP.

Yours Sincerely

<Signature and company seal>

<Name of Bidder>

<Designation of the bidder>

<Name and address of the organization>

C. CHECK LIST

A. Please ensure that following documents have been enclosed along with the bid proposal.

1. EMD as Bank draft or BG for Rs. 1,70,000/- towards Earnest money deposit.
2. Tender fee of Rs. 2,000/- in the form of Demand Draft from any nationalized bank.
3. Documentary proof along with the completion certificate of the project executed successfully related to installation & commissioning of setup.
4. The copy of certificate of incorporation, PAN No., GST should be enclosed.
5. A separate point by point compliance statement duly signed & stamp by Bidder/Agency in respect to all points laid down in the Bill of Material & specifications for all the equipment/item(s) (if any) must be submitted.
6. A copy of the audited balance sheet for last three year of the company.
7. Particulars of the partners or related / inter-linked company in India for sales, installation / commissioning and support (for Bidder/Agency) OR, principals with whom you have a tie-up (in the case of integrators).
8. Full technical details of the offered Software.
9. Bill of Material (BoM) must be strictly quoted as per format given on online tendering portal
10. Schematic work flow diagram and Block Diagram must be provided
11. No cost details are to be included in the technical bid under any circumstances.
12. Any other documents as per RFP requirement.