



# Broadcast Engineering Consultants India Limited

(A Government of India Enterprises–Under Ministry of Information and Broadcasting)

## Request for Proposal

(Invited through e-Tendering mode only)

**For Selection of an Agency for “Conducting the third party evaluation of all the Central Sector Schemes of Ministry of Information and Broadcasting”**

**RfP No. BECIL/Moi&B/Evaluation/RfP/01**

**Dated: 29.08.2019**

1. The submission and opening of proposals will be through e-tendering process. Proposal has to be submitted on-line by 1500 hours on 20.09.2019 on <https://becil.euniwizarde.com> however the hard copy of the same (for reference and record purpose only) along with the acknowledgement of online submission is to be submitted by 23.09.2019. RfP Document is to be downloaded directly from <https://becil.euniwizarde.com>.
2. This RfP is divided into five parts as follows:
  - a. **Part I** Contains instructions to the bidders like: procedure of submission, pre-bid meeting about the RfP such as the time, EMD, validity period of RfP etc.
  - b. **Part II** Contains essential details with respect to Scope of Work such as Background, Terms of Reference, Deliverables etc.
  - c. **Part III** Contains Standard Conditions of RfP, which will form part of the contract with the successful bidder.
  - d. **Part IV** Contains Special Conditions applicable to this RfP and which will also form part of the contract with the successful bidder.
  - e. **Part V** Contains Evaluation Process and Evaluation Criteria.
  - f. **Annexures** Contains standard formats for submission
  - g. **Appendixes** Contains standard set of documents, forms and other undertakings to be submitted along with e-proposal.

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## Part I: Instructions to the Bidders

### 1 STANDARD DEFINITIONS

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<i>Assignment/ Job</i>	Means the work to be performed by the bidder pursuant to the Work Order under this RfP.
<i>BECIL</i>	Means Broadcast Engineering Consultants India Limited, A Government of India Enterprises – Under Ministry of Information and Broadcasting, responsible for selecting and engaging the successful agency to carry out the envisaged work under this RfP.
<i>Bidder/ Agency</i>	Means any interested and eligible entity either company registered under Companies Act 1956/ 2013 OR firm registered under Limited Liability Partnership (LLP) Act, 2008 OR Expert Institution with operations in India who submit their proposals as Bidder/ Lead Bidder that may provide or provides the Services to the Mol&B as per RfP.
<i>Client / Consumer / Customer</i>	Means BECIL/ Mol&B as the case may be.
<i>Day</i>	Means calendar Day
<i>E-UniWizard</i>	Means e-procurement software product for end-to-end solution for e-Tendering, e-Procurement and e-Auction. It is an exclusively web-based G2B (Government to Business) product for buying goods and services through quotations (RfQ/ RfP), tenders (limited, LCB, NCB, ICB), catalogues, reverse auctions and selling goods through tender-cum-auction.
<i>Instructions to the bidders (Part I of the RfP Document)</i>	Means the section of the RfP document, which provides bidder with all information needed to prepare their proposals.
<i>Month</i>	Means Calendar Month
<i>Party/ Parties</i>	Means, Client/ Successful Bidder as the case may be.
<i>Personnel</i>	Means professionals and support staff provided by the bidder.
<i>Proposal</i>	Means the Technical Proposal and the Financial Proposal read separately and also together.
<i>RfP</i>	Means the Request for Proposal prepared by the BECIL for the selection of Agency for Client.

<i>Special Conditions of the RfP (Part III of the RfP Document)</i>	Means the section of the RfP document, which provides bidder with assignment specific terms and conditions which will form the part of the work order that will result from this RfP process.
<i>Standard Conditions of the RfP (Part IV of the RfP Document)</i>	Means the section of the RfP document, which provides bidder with general terms and conditions which will form the part of the work order that will result from this RfP process.
<i>Terms of Reference (Part II of the RfP Document)</i>	Means the section of the RfP document, which explains the objectives, scope of work, activities and tasks to be performed, respective responsibilities of the Client and the successful bidder and expected deliverables of the Assignments/ job.
<i>Work Order</i>	Means the Work Order document and all the attached documents that is the Standard Conditions, Special Conditions, Terms of References and the Appendices issued to the successful agency.

## 2 RFP INFORMATION & SCHEDULE

The RfP is for obtaining Technical and Financial bids on-line under 2 bid tendering process for Selection of an Agency for “*Conducting the third party evaluation of all the Central Sector Schemes of Ministry of Information and Broadcasting*”. The salient details are given in sections below:

1.	Name of Assignment	<i>Conducting the third party evaluation of all the Central Sector Schemes of Ministry of Information and Broadcasting</i>
2.	Tender Reference No.	BECIL/Mol&B/Evaluation/RfP/01
3.	Tender Type	Open Tender (2 Bid System)
4.	Tender Mode	e-procurement
5.	RfP Release Date	29.08.2019
6.	Pre-bid meeting	11.09.2019 at 1100 Hrs
7.	Last Date of Submission	20.09.2019 by 1500 Hrs
8.	Date of Opening of Proposals	20.09.2019 at 1530 Hrs
9.	Bids to be addressed to	<u><i>The Chairman and Managing Director</i></u>

10.	Location of Proposal Opening	<u>Broadcast Engineering Consultants India Limited, 56-A/17, Block-C, Sector -62, Noida -201307 (U.P.)</u>
11.	Name/ designation of the contact personnel	Shri R. B. Jagtap (General Manager, BECIL) / Shri Pankaj Giri (Deputy Manager, BECIL)
12.	RfP Category	Services
13.	Earnest Money Deposit	<u>₹ 3,00,000/-</u>
14.	e-tender Processing Fee (non-refundable)	<u>₹ 3,540/-</u>
15.	Proposal Validity period	<u>12 Months from the day of opening of the Proposal</u>
16.	Contact Details of E-Wizard	<u>Mr. Samavesh: +91-9355030634</u> <u>Helpdesk (10:00AM to 6:00PM): 011-49606060</u>

### 3 REGISTRATION OF E-TENDERING PORTAL OF BECIL

- a) To participate in the E-Bid process, it is mandatory for bidders to register with 'E-Wizard' and to have valid user ID & Password.
- b) Prospective bidders are advised to obtain digital signature (Level 3) and register themselves at <https://becil.euniwizarde.com> well in advance. Please note that BECIL will in no way responsible if a bidder fails to apply due to non-possession of Digital Signature & non registration.
- c) As a part of pre-bid if there are changes in submission format, then all the proposals submitted till that time will be null and void. The bidder has to resubmit the proposals again. BECIL will not take any responsibility for any lapse whatsoever on account of this issue.
- d) Compliance to registration requirements and payment regarding the same etc. and timely uploading of the proposals will be responsibility of the bidder.  
(**Note:** To participate in the e-Bid submission, it is mandatory for the bidder to have a user ID & Password. For this purpose, bidder has to register itself with BECIL through E-Wizard Website given below. Please also note that the bidder has to obtain digital signature token for applying for the e-Bid. In this connection, bidder may also obtain the same from E-Wizard.)
- e) **Steps for Registration:**
  - ✓ Go to website <https://becil.euniwizarde.com>
  - ✓ Click the link '**Register here**'
  - ✓ Enter the details about the E-tendering as per format
  - ✓ Click '**Register**'

- ✓ E-tender will get confirmation with **Login ID and Password**
- f) **Steps for application for Digital Signature from E-Wizard:**  
Download the Application Form from the website <https://becil.euniwizarde.com>  
Follow the instructions as provided therein. In case of any assistance, you may contact E-Wizard officers whose contact details are given in the RfP document.  
Proposal is to be submitted through online mode on website <https://becil.euniwizarde.com> in the prescribed form.

#### 4 E-TENDER PORTAL FEE

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The bidder have to pay a non-refundable e-tender portal fee amounting to ₹ **3,540/- (Non-refundable)** by way of on-line payment on e-tender portal before submission of the proposal.

#### 5 EMD

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The EMD (*Earnest Money Deposit*) needs to be deposited in the form of Demand Draft/ Banker's Cheque for an amount of ₹ **3,00,000/-** from any scheduled bank payable at New Delhi in favor of "**Broadcast Engineering Consultants India Limited**". The EMD shall be deposited at **Broadcast Engineering Consultants India Limited, 56-A/17, Block-C, Sector -62, Noida -201307 (U.P.)**. The EMD of unsuccessful bidder/s will be returned after acceptance of Lol consequent to RfP Process and submission of PBG (Performance Bank Guarantee) of requisite value by the successful bidder.

The EMD would have to be deposited in an envelope duly super scribed with "**TENDER NO. - BECIL/Moi&B/EVALUATION/RfP/01**" **SELECTION OF AN AGENCY FOR Moi&B FOR "CONDUCTING THE THIRD PARTY EVALUATION OF ALL THE CENTRAL SECTOR SCHEMES OF MINISTRY OF INFORMATION AND BROADCASTING"** at the Broadcast Engineering Consultants India Limited, 56-A/17, Block-C, Sector - 62, Noida -201307 (U.P.) before the last date and time of proposal submission.

#### 6 CONDITIONS UNDER WHICH RFP IS ISSUED

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- a) This RfP is not an offer and is issued with no commitment. BECIL reserve the right to withdraw the RfP and change or vary any part thereof at any stage. BECIL also reserve the right to disqualify any bidder, should it be so necessary at any stage. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP. These amendments will officially be notified on e-tendering website.
- b) This RfP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.



- c) BECIL reserve the right to withdraw this RfP, alter/ modify the conditions mentioned in this RfP document at any stage of the bidding process.
- d) Timing and sequence of events resulting from this RfP shall ultimately be determined by BECIL/ Client.
- e) By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RfP, including all forms, schedules and annexure hereto, and has fully informed itself and agrees to accept as to all existing conditions and limitations.
- f) All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by BECIL on the basis of this RfP.
- g) No oral conversations or agreements with any official or employee of BECIL shall affect or modify any terms of this RfP and any alleged oral agreement or arrangement made by a bidder with any department, entity, official or employee of BECIL shall be superseded by the definitive work order or contract that results from this RfP process. Oral communications by BECIL to bidders shall not be considered binding on BECIL, nor shall any written materials provided by any person other than BECIL.
- h) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against BECIL or any of their respective officials, agents, or employees arising out of, or relating to this RfP or these procedures (other than those arising under a definitive service contract with the bidder in accordance with the terms thereof).
- i) Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- j) In case of any dispute arising, the decision of the BECIL will be final.

## **7 PRE-BID MEETING AND CLARIFICATIONS:**

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### **7.1 BIDDER'S QUERIES**

- i. BECIL shall hold a pre-bid meeting at 03:00PM on 11.09.2019 with the prospective bidders at BECIL Bhawan, C-56/ A-17, Sector-62, Noida-201307 (U.P.).
- ii. Bidders may request a clarification on any clause of the RfP document. Any request for clarification must be sent in writing. The bidders will have to ensure that their queries for Pre-Bid meeting should reach to Shri Pankaj Giri, DM (BECIL) by email (at [pankajgiri@becil.com](mailto:pankajgiri@becil.com)), preferably on or before 11.09.2019 but in no case later than the date of pre-bid meeting.
- iii. The queries should necessarily be submitted in the following format.

S. No.	RfP Document Reference (s) (Section & Page Number (s))	Content of RfP requiring Clarification(s)	Points of Clarification

- iv. BECIL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time will not be entertained by the BECIL.

## 7.2 RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM

- i. BECIL will respond in writing or by standard electronic means (including explanation of the query but without identifying the source of inquiry) to prospective bidders. Should the BECIL deem it necessary to amend the RfP as a result of a clarification, it shall do so following the procedure under paras below.
- ii. At any time prior to the last date for receipt of proposals, BECIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RfP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all entities will be notified on the e-tendering website.
- iv. Any such corrigendum shall be deemed to be incorporated into this RfP and the corrigendum will be binding to all the bidders.
- v. In order to provide reasonable time for taking the corrigendum into account, BECIL may, at its discretion, extend the last date for the receipt of Proposals.
- vi. As a part of pre-bid if there are changes in submission format, then all the proposals submitted till that time will be null and void. The bidder has to resubmit the proposals. BECIL will not take any responsibility for any lapse whatsoever on account of this issue.

## 8 PREPARATION OF THE PROPOSALS

At the time of submission of proposal, the bidder has to ensure that each uploaded file is duly digitally signed by the duly authorized representative. **A letter of authorization should also be enclosed with the uploaded proposal.**

### a) Proposal Content

All the forms provided in the annexures/ appendixes should be submitted with relevant information and documents as asked in the RfP document.

Proposal must be submitted in prescribed forms (as per Annexures & Appendixes of RfP & Other Undertakings) duly signed.

### b) Proposal Preparation Cost

The bidder shall bear all its cost associated with or relating to the preparation and submission of its proposal, including, but not limited to preparation, copying postage, delivery fees, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, in providing any additional information required by BECIL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. BECIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**c) Language of the Proposal**

The proposal, all the correspondence and documents should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

**d) Late Bids**

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- ii. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. BECIL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. BECIL reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

## **9 COMPLIANT PROPOSALS/ COMPLETENESS OF RESPONSE**

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- a) Bidders are advised to study all instructions, forms, requirements, annexures, appendixes and other information in the RfP document carefully.
- b) An incomplete or ambiguous or conditional or late proposal is liable to be summarily rejected.
- c) The bidder must attest the original RfP document with authorized signature as an acceptance of the RfP terms and conditions and submit the same along with the RfP response. In case of non-compliance, the proposal is liable to be summarily rejected.
- d) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RfP.
  - ii. Submit the forms as specified in this RfP and respond to each element in the order as set out in this RfP.
  - iii. Include all supporting documentations specified in this RfP.

## 10 CONSORTIUM

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Consortium may be allowed however with the following guidelines:

- a) The lead bidder should be liable for the entire work/ liabilities under this RfP and risks involved thereof (the liability should be for the entire value of the contract)
- b) The non-lead bidders should be liable for the work/ liabilities under this RfP for which they are responsible along with the lead bidder (Liability should be limited to the value of the contract; while the lead bidder still carries the liability for the entire work/ liabilities under this RfP)
- c) Any change in the consortium member at a later date will not be allowed
- d) Proposal/ Consortium agreement should provide clarity on the roles and responsibility of each member
- e) A particular company/ LLP/ Institute firm can be a member of only one consortium
- f) All Members forming the consortium need to have the contractual arrangement between themselves before submitting the proposal
- g) All member of the consortium should be a registered legal entity(ies) as per qualification criteria specified in the RfP document.
- h) A certified true copy of the consortium agreement between the Lead Bidder and the other member of the consortium, revealing the respective roles and responsibilities of all the members, in meeting the overall scope of requirements of the work.
- i) The no. of consortium members cannot exceed two, including the Lead Bidder.
- j) The sole responsibility of the project would be that of the Lead Bidder only.
- k) Only Lead Bidder will submit the proposal and accept the Work Order/ Contract from MoI&B.
- l) Notwithstanding anything contained in this RfP/ Work Order/ Contract, all the members of the consortium, entrusted with the responsibilities of this work shall be jointly and separately responsible to MoI&B in respect of meeting the financial liabilities of the Lead Bidder arising out of the work
- m) The proposal shall contain the details of arrangements between the Lead Bidder and other member of the consortium.

## 11 SUBMISSION OF THE PROPOSAL

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The bidders are advised to study the RfP document carefully. Submission of proposal shall be deemed to have been done after careful study and examination of the RfP document with full understanding of its implications. Bidders shall have to submit their proposal (Technical and Financial) online through e-tendering website <https://becil.euniwizarde.com>. Detailed requirements for Technical and Financial Proposal are as follows:

### 11.1 PROPOSAL REQUIREMENT FOR TECHNICAL BID

Bidders should upload their technical responses in the following manner

- a) Proposal Submission Letter as per Annexure-1.
- b) Declaration Letter as per Annexure-2.
- c) Acceptance Letter as per Annexure-3.
- d) Technical Proposal as per Annexure-4.
- e) Duly filled and signed profile of bidder as per Appendix-A.
- f) Indemnity Bond as per Appendix-B.
- g) Undertakings as per Appendix-C.
- h) Information as per Appendix-D, E and F.
- i) Copy of duly executed Pre-Bid/ Pre-contract Integrity Pact as per Appendix-G.
- j) Power-of-attorney/ authorization letter in the name of the signatory of the Proposal submitted in response to this RfP.
- k) Digitally signed copy of RfP.
- l) Any other document/ undertaking/ information, as required to be furnished under this RfP but not mentioned in the check list.
- m) Documents as mentioned in the Pre-Qualification Criteria of this RfP document.

**NOTE:** In addition to the Technical Bid, each bidder may be asked to make a presentation of its proposal. (Submission of any Financial Information in the technical proposal will lead to the rejection of the proposal)

### 11.2 PROPOSAL REQUIREMENT FOR FINANCIAL BID

Bidders should upload their financial responses in the following manner

- a) Financial Proposal as per Annexure-5.
- b) Annexure for cost break-up of the financial proposal

**BIDDERS SHOULD SUBMIT THE PROPOSAL STRICTLY AS PER THE SCHEDULE SPECIFIED IN THE RFP DOCUMENT**

## 12 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSAL

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The bidder may modify or substitute or withdraw his proposal prior to deadline prescribed for submission of RfP. No proposal shall be modified or substitute after the deadline for submission. No proposal shall be substituted or withdrawn in the interval between the deadline for submission of RfP and expiration of the period of proposal validity specified. Substitution or Withdrawal of RfP during this period will result in bidder's forfeiture of EMD/ Bid Security.

### **13 REJECTION OF PROPOSAL**

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Canvassing by the bidder in any form, unsolicited letter and post opening correction may invoke summary rejection of the proposal with forfeiture of EMD / Bank Guarantee. Conditional proposal will be rejected.

### **14 VALIDITY OF THE PROPOSAL**

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The proposal should remain valid for 12 (Twelve) months from the last date of submission of the proposal.

### **15 RIGHTS TO THE CONTENT OF THE PROPOSAL**

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For all the proposals received before the last date and time of proposal submission, the proposals and accompanying documentation of the proposal will become the property of BECIL and will not be returned after opening of the proposal. BECIL is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. BECIL shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

## Part II: Terms of Reference

### 1 INTRODUCTION

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Ministry of Finance has informed that Third Party evaluation of the Schemes of the Ministry is mandatory irrespective of financial outlays if the Schemes are required to be continued beyond 2019-20. Therefore, evaluation of the Schemes of the Ministry needs to be done before appraisal and approval of these Schemes. This process is required to be completed by this year end.

### 2 BACKGROUND

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The Ministry of Information & Broadcasting is functionally organized into three wings **(i) Information Wing, (ii) Broadcasting Wing and (iii) Films Wing**. The Ministry has only Central Sector (CS) Schemes under which funds are allocated to different schemes based on overall allocation and requirement of schemes.

At present, there are 14 Central Sector Schemes being implemented in the Ministry of Information & Broadcasting. Of this, 4 schemes are implemented by the Information wing; 5 schemes by the Broadcasting wing and 5 schemes by the Film wing. No Centrally Sponsored Scheme is implemented by this Ministry. An amount of ₹ 900 crore has been allocated for all the schemes of this Ministry for 2019-20.

General information about the Ministry of Information and Broadcasting and its functions can be accessed through Mol&B's website: <https://mib.gov.in/>

The evaluation of Central Sector Schemes under reference will be conducted grouped in 6 (Six) Group/ Category tabulated below. BECIL invites proposal for selection of the agency to conduct evaluation of the schemes under reference for following 6 (Six) Categories.

Sector	Group/ Category	Name of Central Sector Schemes
Information Sector	I. Publicity	a. Development Communication Information Dissemination
	II. MIDP & Other Schemes	b. Media Infrastructure Development Programme
		c. Upgradation of IIMC into International Standards
		d. Human Resource Development
Broadcasting Sector	III. Prasar Bharati	e. Broadcast Infrastructure Network Development
	IV. Other Broadcasting Schemes	f. [Strengthening of Electronic Media Monitoring]*
		g. Supporting Community Radio Movement in India
		h. Digitization Mission
		i. Automation of Broadcasting Wing
Film Sector	V. DCDFC	j. Development, Communication and Dissemination of Filmic Content
	VI. Other Schemes of Film Sector	k. Infrastructure Development Programme in Film Sector
		l. National Film Heritage Mission
		m. [Setting up of a Center of Excellence for Animation, Gaming and VFX]*

**Note:** \* At present the evaluation of these schemes is not required in the present evaluation

## 2.1 INFORMATION SECTOR

There are four schemes implemented by the Information wing. The schemes include **1) Upgradation of IIMC into International standards, 2) Media Infrastructure Development Programme, 3) Development Communication Information Dissemination and 4) Human Resource Development.** An amount of ₹ 238 crore has been allocated to schemes under Information sector during 2019-20.

For evaluation purpose, this will be grouped under two categories.

- a) Development Communication Information Dissemination (**Publicity**)
- b) Media Infrastructure Development Programme and other schemes (**MIDP, IIMC & HRD**).

The specific details of the schemes and Terms of References (ToR) are given in sections below.



### **2.1.1 Development Communication Information Dissemination (DCID)**

This scheme is proposed to carry out a multipronged publicity campaign with a synergetic approach to highlight various flagship and other programmes of the Government and their intended benefits to the people. The implementing agencies for the publicity oriented schemes include: Bureau of Outreach and Communication, Press Information Bureau and New Media wing of Ministry of I&B.

#### **2.1.1.1 Budget**

An amount of ₹ 200 crore has been allocated for the DCID during 2019-20.

#### **2.1.1.2 The sub components of the programme are as follows:**

- a) People's Empowerment through Development Communication (BOC)
- b) Media Outreach Programme and Publicity for special events (PIB)
- c) Direct Contact Programme (DFP-BOC)
- d) Live Arts and Culture (Song & Drama division-BOC)
- e) New Media Wing (Integration of Social media)

#### **2.1.1.3 Terms of Reference for evaluation of DCID Scheme**

- a) To document the specific objectives/ deliverable of the scheme and comments on the extent of their clarity.
- b) To analyze and report the extent to which the objectives of scheme have been achieved.
- c) To document the physical/ financial performance of the scheme in relation to the approved cumulative budget outlays provided.
- d) To document shortcomings and suggest steps to improve effectiveness/ implementation of the scheme.
- e) Executive summary

### **2.1.2 Media Infrastructure Development Programme (MIDP)**

The objective of this scheme is to modernize, strengthen and upgrade the existing infrastructure of Media Units such as DAVP, PIB, IIMC, Photo Division, RNI and Publication Division for better delivery of communication. Under the scheme, support is provided for construction of buildings, machinery and equipment to enable them to perform at competitive levels.

#### **2.1.2.1 Budget:**

An amount of ₹ 30 crore has been allocated for the Media Infrastructure Development Programme in 2019-20, of which allocation to IIMC new centres is ₹ 9.50 crore.

#### **2.1.2.2 The scheme has six components as given below:**

- a) Revamping and Restructuring of DAVP (BOC)

- b) Modernization of PIB
- c) Opening up of New Regional centres of IIMC
- d) Revitalization, up-gradation and modernization of Publications Division and Employment news
- e) National Centre of Photography and Special drive for North Eastern states
- f) Strengthening of RNI Headquarters

Brief details of the above components are given below:

a) **Revamping and Restructuring of DAVP (BOC):**

Bureau of Outcome and Communication (earlier known as DAVP) undertakes the publicity of the Government programmes and its schemes through Exhibitions, 'Print' advertisement, Broadcast of Radio spots, Telecast of video spots, and a variety of outdoor publicity vehicles. Funds under this subcomponent are used for upgradation of technologies (procurement of hardware and software), improved infrastructure and training and engagement of professionals, etc. (Budget: ₹ 6.2 crore in 2019-20).

b) **Modernization of PIB:**

The objective of modernization of PIB sub-scheme includes upgradation of latest information and communication technology infrastructure; making stronger presence on social media platforms; development of software tools for the purpose of online applications, and responses, MIS and reporting; creation of digital archives etc. (Budget: ₹ 5.5 crore in 2019-20).

c) **Revitalization, Up-Gradation and Modernization of Publications Division & Employment News:**

With the advancement in IT Technologies, Publication Division aims to significantly scale up its operation and utilize the advantages offered by IT in all fields of its operation. The sub-scheme has five components : commissioning books on specific topics, creating a Digital Archive of its Publications, computerization of sales inventory management, royalty and other activities of the Division, modernization of office infrastructure, placement of Employment News on the web and creation of Digital archives.(Budget: ₹ 7.0 crore in 2019-20).

d) **National Centre of Photography and Special Drive for North Eastern States:**

With a view to preserve, enrich and maintain archives of photographs in government bodies, it requires upgrading of facilities in the Photo Division, acquisition of various archival images from across the country,

procurement of high-end equipment for maintenance of images, outsourcing of manpower etc. (Budget: ₹ 1.3 crore in 2019-20).

e) **Strengthening of Registrar of Newspapers for India (RNI) Headquarters:**

The activities under this sub component include: strengthening IT systems for digitization of circulation certificates, strengthening of Public response query system and engagement of professionals etc. (Budget: ₹ 0.91 crore in 2019-20).

f) **Establishment of four new Regional Campuses of IIMC:**

Another component of the MIDP scheme is the establishment of four new Regional Campuses of IIMC at Aizawl (Mizoram), Amravati (Maharashtra), Jammu (J&K) and Kottayam (Kerala) and upgrading infrastructure at New Delhi and Dhenkanal. (Budget: ₹ 9.50 crore in 2019-20). The total envisaged cost of the project is ₹ 62 crore with a budgetary support of ₹ 51.50 crore and ₹ 10.50 crore from Revenue Receipts.

**2.1.2.3 Terms of Reference for evaluation of MIDP Scheme**

- a) To document the specific objective/ deliverables of the scheme and comments on the extent of their clarity.
- b) To analyze and report the extent to which the objectives of scheme have been achieved.
- c) To document the physical/ financial performance of the scheme in relation to the approved cumulative budget outlays provided.
- d) Extent of internal resources generation under the various components and examine the scope for enhancing internal resources in future.
- e) To suggest steps to improve effectiveness/ implementation of the scheme.
- f) Executive summary

**2.1.3 Upgradation of Indian Institute of Mass Communication (IIMC) to International Standards:**

The Scheme came up during the 11th Five year Plan with the objective of upgrading Indian Institute of Mass Communication (IIMC) to International Standards and empowering IIMC to grant degree by declaring IIMC as Institute of National Importance by an Act of the Parliament.

**2.1.3.1 Budget:**

An amount of ₹ 1.50 crore has been allocated for the scheme for upgrading infrastructure in IIMC Delhi.

### **2.1.3.2 Terms of Reference for evaluation of Up-gradation of IIMC to International Standards Scheme**

- a) To document the specific objective/ deliverables of the scheme and comments on the extent of their clarity.
- b) To analyze and report the extent to which the objectives of scheme have been achieved.
- c) To document the financial performance of the scheme in relation to the approved cumulative budget outlays provided.
- d) To suggest steps to improve effectiveness/ implementation of the scheme.
- e) Executive summary

### **2.1.4 Human Resource Development (excluding Prasar Bharati)**

The scheme is mainly for support human resource development.

#### **2.1.4.1 Budget**

An amount of ₹ 6 crore has been allocated for the HRD scheme during 2019-20.

#### **2.1.4.2 The sub schemes of the programme are as follows:**

The scheme is mainly for support human resource development through the following sub-schemes

- a) Training for Human Resource Development (excluding Prasar Bharati) (Main Sectt.)
- b) International Media Programme (Main. Sectt)
- c) Policy related studies, seminar and Evaluation including media units (excluding Prasar Bharati)
- d) HRD of Film Media Units (FTII, SRFTII, CBFC)
- e) Payment for Professional Services

Brief details of the above components are given below:

#### **a) Training for Human Resource Development (excluding Prasar Bharati):**

This sub-component of HRD is used for funding Domestic & Foreign Training to IIS Cadre Officers (Group 'A' & 'B' officers) as per the Training Policy and to train officers of Ministry of I&B in reputed institutions relating to various aspects of the Media/ Administration.(Budget: ₹ 4.05 crore in 2019-20).

#### **b) International Media Programme (Main. Sectt):**

This component is used for funding officers to attend international Media workshops abroad. (Budget: ₹ 0.15 crore in 2019-20).

c) **Policy related studies, seminar and Evaluation including media units (excluding Prasar Bharati):**

This sub-component is used for funding Policy related studies, seminar and Evaluation undertaken by the Ministry including media units. (Budget: ₹ 0.50 crore in 2019-20).

d) **HRD of Film Media Units (FTII,SRFTI,CBFC ):**

The funds under this head is used to upgrade skills of the students, faculty and employees in SRFTI, Kolkatta and FTII Pune through the following activities: Exchange programme with global films and television Institutions, participation in key international film festivals, conduct of master classes, workshops and seminars, student development activities, publication, research, enrichment of book and film library, skill development of faculty, students, staff and training/provision of skill sets, production of socially relevant films and scholarship etc. The Budget allocation for the FY 2019-20 for FTII and SRFTI is ₹ 25 lakh and ₹ 30 lakh respectively. As regards CBFC, the fund is provide skill development through participation in workshops, seminars for Board members and regional officers relating to certification of films, trainings/ seminars of Advisory Panel members and examining officers and staff of CBFC. The Budget allocation for the FY 2019-20 for CBFC is ₹ 25 lakh. (Total Budget: ₹ 80 lakh in 2019-20)

e) **Payment for Professional Services:**

This subcomponent is for engagement of professionals in the activities of Ministry (Budget: Rs.50 lakh in 2019-20)

**2.1.4.3 Terms of Reference for evaluation of HRD Schemes**

- a) To document the specific objectives/ deliverable of the scheme and comments on the extent of their clarity.
- b) To analyze and report the extent to which the training has improved the skills/ personal and organizational capacity of the officers.
- c) To document the financial performance of the scheme in relation to the approved cumulative budget outlays provided.
- d) To document strengths and shortcomings and suggest steps to improve effectiveness/ implementation of the scheme.
- e) Executive summary

## 2.2 BROADCASTING SECTOR

There are five schemes under the Broadcasting sector. The schemes include: **1) Broadcasting Infrastructure Network Development (Prasar Bharati), 2) Strengthening of Electronic Media Monitoring Centre (EMMC), 3) Supporting Community Radio Movement in India, 4) Digitization Mission and 5) Automation of Broadcasting Wing.** An amount of ₹ 497 crore has been allocated to schemes under Broadcasting Sector during 2019-20.

For evaluation purpose, this will be grouped under two categories.

- a) Broadcasting Infrastructure Network Development (***Prasar Bharati***)
- b) Other broadcasting schemes (***excluding Broadcasting Infrastructure Network Development***)

The specific details of the schemes and Terms of References are given in sections below:

### 2.2.1 **Broadcasting Infrastructure Network Development (Prasar Bharti)**

Prasar Bharti has two divisions for which the budget has been allocated: All India Radio and Doordarshan. The scheme is basically revamp of Doordarshan and All India Radio (AIR) infrastructure and content. This will enable the public broadcaster to meet the expenditure requirement towards the augmentation and replacement of transmitters, satellite broadcast equipment and digitization, expansion of TV Channels, FM expansion with special emphasis on strengthening of coverage in sensitive areas especially those in border and LWE areas. An amount of ₹ 497 crore has been allocated for Broadcasting Infrastructure Network Development (Prasar Bharati) during 2019-20.

#### 2.2.1.1 ***Terms of Reference for evaluation of AIR related schemes***

The evaluation study would cover component projects relating to:

- a) Modernization (including Digitalization),
- b) Augmentation & Replacement of Transmitters;
- c) Modernization, augmentation & replacement of satellite broadcast equipment
- d) Modernization & digitalization of studios; expansion/replacement of FM transmitters
- e) Expansion of AIR network in border area, north east area, naxal affected area and uncovered area, augmentation of civil infrastructure including staff quarters.
- f) The study should give holistic and stratified account of implementation of various projects; details of projects completed and if the progress was as per milestones fixed in the project report; details of projects at various stages of implementation and details of projects yet to be initiated.

- g) The report could indicate the extent of extra budgetary resources (internal resources) made by AIR and what could be potential in the coming years.
- h) The report should specifically bring out constraints at various stages of project cycle, i.e., the project design and preparation stage; for completing procedural activities and at implementation stage. The reason for time and cost overrun, if any, need to be clearly spelt out.
- i) The report should also indicate above mentioned study points related to North East Region, Naxal-affected area and Border areas separately.

#### **2.2.1.2 Terms of Reference for evaluation of DD related schemes**

The evaluation study would cover component/projects relating to

- a) Modernization (including digitalization),
- b) Augmentation & replacement of transmitters;
- c) Modernization & digitalization of studios;
- d) Expansion of DTH;
- e) High Definition TV (HDTV);
- f) Expansion of TV channels
- g) Augmentation of civil infrastructure staff quarters and other works.
- h) The study should give holistic and stratified account of implementation of various projects; details of projects completed and if the progress was as per milestones fixed in the project report; details of projects at various stages of implementation and details of projects yet to be initiated.
- i) The report could indicate the extent of extra budgetary resources (internal resources) made by Doordarshan and what could be potential in the coming years.
- j) The report should specifically bring out constraints at various stages of project cycle, i.e., the project design and preparation stage; for completing procedural activities and at implementation stage. The reason for time and cost overrun, if any, need to be clearly spelt out.
- k) The report should also indicate above mentioned study points related to North East Region, Naxal-affected area and Border areas separately.

#### **2.2.1.3 Terms of Reference for evaluation of performance of all DD channels**

In addition, evaluation may be conducted for understanding the performance of all DD Channels. Terms of Reference for the same are:

- a) What role the channel has played to connect with the target group/ community.
- b) Amount of funds received (year wise details)
- c) Details of in-house programme produced/ commissioned for generation of content
- d) How the funds have been utilized.
- e) Programme wise viewership details of those that have been produced utilizing plan funds

### **2.2.2 Strengthening of EMMC**

This scheme is not proposed to be taken up for evaluation as suggested by the concerned Wing for the following reason: EMMC's end objective is non-citizen-centric and it does not have any direct interface with citizens or other agencies and its role is to facilitate the Ministry in back end.

### **2.2.3 Scheme for Supporting Community Radio Movement (CRS) in India**

Community Radio (CR) is an important means for empowering communities, particularly rural and remote communities. Community Radios are small (low power) FM radio stations with a coverage area of around 10-15 Km radius. These stations play a significant role in dissemination of agriculture related information, government schemes for farmers' welfare, weather forecast etc. Given the vast impact of CRSs on improvement in overall wellbeing of an individual as well as society, there is vast potential of CRSs in India which needs to be nurtured and supported.

The purpose of scheme is to support NGOs and civic groups to establish CRS in various districts in the country. The very essence of Community Radio lies in the fact that Government has no interference in designing and broadcast of programmes by any CR station, except for certain guidelines that should not be violated. The specific targets of the scheme are to strengthen both new and existing CR Stations with resources, capacity and technology, thereby increasing number and effectiveness of operational CRS, which are critically required to Community Radio Sector.

#### **2.2.3.1 Budget**

An amount of ₹ 3.80 crore has been allocated for the CRS during 2019-20.

#### **2.2.3.2 Terms of reference for evaluation of Community Radio Movement in India**

The following key parameters are to be encapsulated while evaluating the scheme:

- a) Grants for financial assistance for purchase of new CRS equipment and up-gradation of equipment
- b) Importance of National and Regional Sammelans for peer learning and to address issues of operational CRSs
- c) National Community Radio Awards to encourage CRSs
- d) Capacity Building of Community Radio Stations
- e) Peer Review of Community Radio Stations
- f) Creation of content which are immediate relevance to the community
- g) Sustainability of all category CRSs



## **2.2.4 Mission Digitization Scheme**

Background: To overcome the inherent drawbacks of Analog cable TV system and to address the issues plaguing the Cable TV distribution industry by bringing in more transparency to all stakeholders, Government of India has embarked on an ambitious plan to digitize the cable TV network in four phases leading to complete switch off of the analog cable TV services across the country.

The four metro cities of Delhi, Mumbai, Kolkata were covered in phase I (2012). Phase II covered 38 cities (having population more than 10 lakh each) and it got over by March 2013. Phase IV covering the rest of India was to be completed by 31st December 2016 but due to uncertainty in market, the cut-off date was modified to 31.03.2017. Cable TV Digitization has been mandated throughout the country from 01.04.2017. The Ministry vide circular dated 30.03.2017 directed all the Broadcasters, Multi System Operators and Local Cable Operators to ensure that no analogue signals are transmitted over the cable networks after 31.03.2017, failing which action would be taken against the defaulters as per the provisions in the Cable TV Act/ Rules. As per MIS, around 90% seeding of STBs has been completed so far.

### **2.2.4.1 Budget**

An amount of ₹ 2 crore has been allocated for the scheme during 2019-20.

### **2.2.4.2 Terms of reference for evaluation of Mission Digitization scheme**

- a) Determine whether the objectives of the scheme have been met and all the stakeholders have benefitted from the Cable TV Digitization at the ground level.
- b) Present position of digitation of cable TV State-wise
- c) Areas/ MSOs where analog is still running and Areas/ MSOs distributing unencrypted/ unauthorized channel.
- d) Standard of Headends, CAS and SMS installed by MSO
- e) Standard of set top Boxes installed by MSO
- f) Scarcity/ demand of STBs, if any
- g) Satisfaction level of all stakeholders i.e Broadcasters, MSO, LCOs and particularly the consumers from the digitization of cable TV.

## **2.2.5 Scheme for Automation of Broadcasting Wing**

This scheme is aimed to provide single point facility to stakeholders/applicants to make their applications for various permissions, registrations, licenses and to automate the entire process of broadcasting activities of the Ministry to achieve manual intervention and complete transparency in the process.

### **2.2.5.1 Budget**

An amount of ₹ 0.90 crore has been allocated for the scheme during 2019-20.

### **2.2.5.2 Terms of Reference for evaluation of Scheme for Automation of Broadcasting Wing**

- a) To document the specific objective/ deliverables of the scheme and comments on the extent of their clarity.
- b) To analyze and report the extent to which the objectives of scheme have been achieved.
- c) To provide specific recommendations for improving the efficacy of the scheme.
- d) To suggest steps to improve effectiveness/ implementation of the scheme.
- e) Executive summary

## **2.3 FILM SECTOR**

There are four schemes under the Film sector. The schemes include: 1) **Development, Communication and Dissemination of Filmic Content**, 2) **Infrastructure Development Programme in Film sector**, 3) **National Film Heritage Mission** and 4) **Setting up of a Center of Excellence for Animation, Gaming and VFX**. Of these four schemes, the scheme for setting up of a Center of Excellence for Animation, Gaming and VFX has not been operational for want of clearances. An amount of ₹ 165 crore has been allocated to schemes under Film Sector during 2019-20.

For evaluation purpose, this will be grouped under two categories.

- a) Development, Communication and Dissemination of Filmic Content
- b) Other schemes including Infrastructure Development Programme in Film sector and National Heritage Mission.

The specific details of the schemes and Terms of References are given in sections below:

### **2.3.1 Scheme for Development, Communication and Dissemination of Filmic Content**

The objectives of the scheme are to promote quality Indian Cinema through film festivals, film markets and production of films and collection of archival material.

#### **2.3.1.1 Budget**

An amount of ₹ 53.87 crore has been allocated for the scheme during 2019-20.

### **2.3.1.2 The scheme has following sub-components**

- a) Promotion of Indian Cinema through film festivals and film markets in India and abroad.
- b) Production of films and documentaries in various Indian languages.
- c) Webcasting of Film Achieves (Films Division).
- d) Acquisition of archival films and film materials.
- e) Anti-Piracy Initiatives

### **2.3.1.3 Terms of Reference (ToR) for evaluation of Development, Communication and Dissemination of Filmic Content scheme**

- a) To assess whether the objectives and mandate of the Schemes have been achieved?
- b) To assess upto what extent the physical and financial targets of the schemes were achieved in quantitative as well as qualitative terms.
- c) To identify the strengths and shortcomings of the schemes.
- d) To recommend whether or not the scheme in totality and any sub scheme in particular is required to be continued?
- e) To provide specific recommendations for improving the efficacy of the scheme tangible outcomes.
- f) The subcomponent wise specific TORs may be as under:
  - i. Policy interventions/ changes needed in various aspects including the method of financing, cost effectiveness, commercial viability, marketing, selection of films & producers and promoting national and international co-productions for the sub scheme “Production of films and documentaries in various Indian languages.” Including ensuring theatrical release of viewing by wider audience.
  - ii. Relevance of continuing the present model of promoting good cinema by NFDC , CFSI , DFF & Films Division taking into account the present trends relating to changing organizational structure of the industry, financing of business, marketing strategies etc. and emerging global scenarios,
  - iii. To assess how far dubbing and subtitling of children films has been successful in providing healthy and wholesome entertainment.
  - iv. Qualitative analysis of films produced by Films Division through three means – in house production, outside producers and NGOs.
  - v. To suggest ways and means to popularize films made under the sub scheme “Production of films and documentaries in various Indian languages.” Through marketing and distribution avenues as the scheme is confined to production and commissioning of films only.
  - vi. To suggest ways to promote the Anti-piracy initiatives taken by the Government

### **2.3.2 Scheme for Infrastructure Development Programme relating to Film Sector**

The objectives of the Scheme are to upgrade existing infrastructure and to create additional infrastructure for the following film media units:

- a) Upgradation, modernization and expansion of Central Board of Film Certification (CBFC) and certification process.
- b) Upgradation of Siri Fort Complex.
- c) Upgradation of building infrastructure of Films Division.
- d) Upgradation of Infrastructure and Creation of state of the art Regional Film Archives.
- e) Upgradation and modernization of FTII.
- f) Infrastructure development in Satyajit Ray Film and Television Institute (SRFTI).

#### **2.3.2.1 Budget**

An amount of ₹ 68.15 crore has been allocated for the scheme during 2019-20.

#### **2.3.2.2 Terms of Reference (ToR) for evaluation of Infrastructure Development Programme relating to Film Sector scheme**

- a) To assess whether the objectives and mandate of the Schemes have been achieved?
- b) To assess upto what extent the physical and financial targets of the schemes were achieved in quantitative as well as qualitative terms.
- c) To identify the strengths and shortcomings of the schemes.
- d) To recommend whether or not the scheme in totality and any sub scheme in particular is required to be continued?
- e) To provide specific recommendations for improving the efficacy of the scheme tangible outcomes.

### **2.3.3 Scheme for National Film Heritage of India**

Objectives of the Scheme are to restore, digitize archive films and filmic material through the National Film Archive of India (NFAI) for Preservation, Conservation, Digitization and Restoration of the filmic heritage of the country. National Film Heritage Mission (NFHM) is a prestigious mission undertaken by the Ministry of Information and Broadcasting, Government of India, with a financial outlay of ₹ 597.46 crores. The quantitative objective of the NFHM are as follows:

- a) To undertake film condition assessment of the film collection and to ascertain the left over life of the film;

- b) Preventive conservation of 1,32,000 film reels;
- c) 2k/ 4k picture and sound restoration of 1050 land mark feature films and 960 shorts of Indian cinema and recording of new picture and sound inter-negatives of each film;
- d) Digitization of 1050 feature films and 1200 Shorts;
- e) Construction of archival and preservation facilities for preservation of material restored under NFHM in dust free, low humidity, and low temperature conditions at NFAI campus, Pune; and
- f) Training workshops and courses in field of conservation, preservation and archiving in co-ordination with international agencies that are experts in this field.

### **2.3.3.1 Budget**

An amount of ₹ 22.48 crore has been allocated for the scheme during 2019-20.

### **2.3.3.2 Terms of Reference (ToR) for evaluation of National Film Heritage of India scheme**

- a) To assess whether the objectives and mandate of the Schemes have been achieved?
- b) To assess upto what extent the physical and financial targets of the schemes were achieved in quantitative as well as qualitative terms.
- c) To identify the strengths and shortcomings of the schemes.
- d) To recommend whether or not the scheme in totality and any sub scheme in particular is required to be continued?
- e) To provide specific recommendations for improving the efficacy of the scheme tangible outcomes.

## **3 BROAD POINTS FOR EVALUATION**

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- a) Examine the need for convergence of schemes in each sector. For instance, can MIDP scheme cater to the need of all infrastructure activities under Information sector, which could lead to reduction of sub-schemes and ensure adequate flexibility for the Ministry to spend the funds on priority. As regards Film sector, it could be examined whether the number of schemes can be reduced to two broad areas i.e. a) *Production of Films (including archiving)* and b) *Dissemination of Films*.
- b) Examine the extent of internal resources generated from various activities and explore the potential of generating internal resources for various schemes.
- c) Examine the level of monitoring the schemes on a regular basis.

- d) Relevant documents pertaining to the details of the schemes will be provided to the successful agency for undertaking the evaluation as per ToR relevant to respective schemes.

## Part III: Standard Conditions of the RfP

The bidders are required to give confirmation of their acceptance of the Standard Conditions of the RfP mentioned below which will automatically be considered as part of the work order which will be issued to the successful bidder as selected by BECIL. Failure to do so may result in rejection of the proposal submitted by the bidder.

### 1 LAW

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The terms and conditions of the work order or contract that results from this RfP shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

### 2 CONFIDENTIALITY

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Information relating to evaluation of proposal shall not be disclosed to the bidders who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of work order. The undue use by any bidder of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of BECIL's antifraud and corruption policy.

### 3 CONFIDENTIAL INFORMATION AND TRADE SECRET

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- a) In connection with the services, which bidder will be providing under this RfP, the bidder may come into contact with confidential matters of parties including:
- i. Technical information, such as know-how, formulae, computer programs, drawings, secret processes or machines, inventions or research projects
  - ii. Business information, such as information about costs, profits, markets, sales, lists of customers or business plans
  - iii. Plans for future development or
  - iv. Other information of a similar nature not generally known outside
- b) The bidder, for itself and its employees, agree to keep all such matters confidential, and agree not to disclose them to anyone, either during or after the expiration or termination of work order or contract under this RfP, except with the written consent of the BECIL/ Client, excepting any information as may be required by law, or any regulatory authority for the bidder to perform its obligations under this RfP or such information may come into the public domain otherwise than by a breach of work order conditions.

- c) The bidder further agrees that upon expiration or termination of contract timelines, it will promptly deliver all materials in its or its employees' possession or control containing such confidential information.
- d) The provisions of this Article shall survive even after expiration or termination of contract under this RfP.
- e) Successful Bidder shall not copy, reproduce, store, or record any data at any time or for any purpose. The Bidder shall be provided access to data, as necessary and on a need to access basis, solely to perform the Services. Any breach of the foregoing covenant shall be treated as a material default liable for immediate termination of the job, without prejudice to any other action, as may be liable to be taken against the Bidder under the extant law and the contractual obligations.

#### **4 ARBITRATION**

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All disputes or differences arising out of or in connection with the RfP/ work order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the RfP/ work order or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Appendix-I.

#### **5 PENALTY FOR USE OF UNDUE INFLUENCE**

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The bidder 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 bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the bidder 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 bidder and recover from the bidder 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 bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the bidder 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 bidder 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.

## **6 AGENTS/ AGENCY COMMISSION**

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The bidder confirms and declares to BECIL that the bidder is the original provider of the services referred to in this RfP/ contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the bidder, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The bidder agrees that if it is established at any time to the satisfaction of BECIL that the present declaration is in any way incorrect or if at a later stage it is discovered by BECIL that the bidder has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the bidder will be liable to refund that amount to BECIL. The bidder will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. BECIL will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the bidder who shall in such an event is liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. BECIL will also have the right to recover any such amount from any contracts concluded earlier by bidder with the Government of India or with BECIL.

## **7 ACCESS TO BOOKS OF ACCOUNTS**

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In case it is found to the satisfaction of BECIL that the bidder has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to *Agents/ Agency Commission* and *Penalty for use of Undue Influence*, the bidder, on a specific request of BECIL shall provide necessary information/ inspection of the relevant financial documents/ information.

## **8 NON-DISCLOSURE OF WORK ORDER DOCUMENTS**

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Except with the written consent of the BECIL, bidder shall not disclose the work order or any provision of the work order or information related to services thereof to any third party.

## **9 TERMINATION OF WORK ORDER**

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BECIL 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 date of issue of the work order.
- b) The bidder is declared bankrupt or becomes insolvent.
- c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses are included in work order.
- d) The customer has noticed that bidder has utilized the services of any agent in getting this contract and paid any commission to such individual/ company etc.
- e) As per decision of the Arbitration Tribunal.
- f) As per Para (13) of Part III of RfP document.
- g) Client may terminate the work order/ Contract, by not less than thirty (30) days written notice of termination to the successful bidder, if the successful bidder does not remedy a failure in the performance of their obligations under the work order/ Contract, within fifteen (15) days after being notified or with any further period as the Client may have subsequently approved in writing.

## **10 NOTICES**

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Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

## **11 TRANSFER AND SUB-LETTING/ SUB-CONTRACTING**

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The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present contract or any part thereof.

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

## 12 PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS

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The prices stated in the proposal shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The bidder shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The bidder shall be responsible for the completion of the services in satisfactory manner during the currency of the work order.

## 13 FORCE MAJEURE CLAUSE

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- a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the acceptance of the contract under this RfP, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- d) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services in respect of the contract under this RfP.
- e) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- f) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- g) If the impossibility of complete or partial performance of an obligation lasts for more than one month's either party hereto reserves the right to terminate

the contract totally or partially upon giving prior written notice of 30 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

- h) The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default in respect of the contract under this RfP in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all measures, with the objective of carrying out the terms and conditions of the contract.

#### **14 RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS**

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- a) Notwithstanding anything contained in this document, BECIL reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) BECIL reserves the right to reject any proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the bidder does not provide, within the time specified by the BECIL, the supplemental information sought by the BECIL for evaluation of the proposal. Misrepresentation/ improper response by the bidder may lead to the disqualification of the bidder.
- c) If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking bidder gets disqualified/ rejected, then the BECIL reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the BECIL, including annulment of the Selection Process.
- d) BECIL may terminate the RfP process at any time and without assigning any reason. BECIL make no commitments, express or implied, that this process will result in a business transaction with anyone.
- e) This RfP does not constitute an offer by BECIL. The bidder's participation in this process may result BECIL selecting the agency to engage towards execution of the work order.

#### **15 LIMITATION OF LIABILITY**

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- a) In the event of the damages to BECIL/ Client property or personal injury to BECIL/ Client/ Bidder personnel due to negligence of bidder, the responsibility shall be solely rest with Bidder. BECIL/ Client shall not be responsible for the loss of life of employee of Bidder at the time of performance of work order/ contract due to natural calamities/ accident/ explosion, etc., if any.

- b) Except in the case of gross negligence or wilful misconduct on the part of the agency or on part of any person or company acting on behalf of the agency in carrying out the services, the agency, with respect to damage caused by the agency to BECIL/ Client, shall be liable to BECIL/ Client:
- i. for any indirect or consequential loss or damage; and
  - ii. for any direct loss or damage,

& only to the extent of:

- A. the total payments payable under this contract to the agency, or
- B. the agency may be entitled to receive from any insurance maintained by the agency to cover such a liability,

whichever of (A) or (B) is higher, plus the Performance Bank Guarantee submitted by the agency. This limitation of liability shall not affect the agency liability, if any, for damage to Third Parties caused by the agency or any person or firm/ company acting on behalf of the agency in carrying out the work.

## **16 AMENDMENTS IN WORK ORDER/ CONTRACT:**

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No provision of present work order/ contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

## **17 STATUTORY DUTIES & TAXES:**

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- 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 bidder. Similarly, in case of downward revision in any duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to Client by the bidder. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the bidder.
- 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 BECIL
- c) In the proposals quoting GST, the rate and the nature of GST applicable at the time of supply/ services should be shown separately. GST will be paid to the bidder 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.

## 18 PRE-BID/ PRE-CONTRACT INTEGRITY PACT

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The bidders have to execute (in advance) the 'Pre-Bid/ Pre-Contract Integrity Pact', on a stamp paper of ₹100/-, as per Appendix-G, and the same must be uploaded on e-procurement portal along with the e-proposal. The person signing the 'Pre-Bid/ Pre-Contract Integrity Pact' should have authorization letter for signing the Integrity Pact.

## 19 BIDDER'S CODE OF CONDUCT AND BUSINESS ETHICS

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BECIL is committed to its 'values & beliefs' and business practices to ensure that bidders, who supply goods, materials or services, will also comply with these principles.

- a) **Bribery and corruption:** Bidders are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.
- b) **Integrity, indemnity & limitation:** Bidders shall maintain high degree of integrity during the course of its dealings with business/ contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts, no rights shall accrue to the agency in relation to such business/ contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. The agency shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation or suspension of material facts.
- c) **Reporting Misconduct:** Bidders are required to report any misconduct/ violations/ improper demands from BECIL employees to the Chief Vigilance Officer/ Director (O&M)/ CMD. All communication in this regard should be directed only to above as per below mentioned email ids;

Director (O&M) : [dr.gogoi@becil.com](mailto:dr.gogoi@becil.com)  
Chairman and Managing Director : [george@becil.com](mailto:george@becil.com)

No Communication shall be encouraged to any other authority / external sources in this regards.

## Part IV: Special Conditions of the RfP

The bidders are required to give confirmation of their acceptance of special conditions of the RfP mentioned below which will automatically be considered as part of the work order which will be issued to the successful bidder as selected by BECIL. Failure to do may result in rejection of proposal submitted by the Bidder.

### 1 STAGE SUBSEQUENT TO RFP (AWARD OF CONTRACT)

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- a) Letter of Intent (LoI) will be issued to the successful bidder
- b) Once the bidder is intimated of its selection through a Letter of Intent, it shall be required to submit the Performance Bank Guarantee (as per Appendix-H) within 15 days from the date of issue of LoI.
- c) After submission of PBG, a formal work order will be issued to the successful bidder. Successful bidder has to submit PBG and accept the work order within 15 days of issue of LoI.
- d) In case of non-acceptance of the LoI within the stipulated period, the EMD of the successful bidder shall be forfeited.
- e) Any delay in submission of Performance Bank Guarantee and accepting the work order can result in EMD being forfeited.

### 2 TIME LINES

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- a) The successful bidder shall submit the Performance Bank Guarantee and accept the work order **within 15 days of issue of LoI.**
- b) The successful bidder shall start the work, as envisaged in this RfP/ work order, **within 15 days** from the date of issue of LoI.
- c) The successful bidder has to submit the inception report **within 30 days** from the date of issue of LoI.
- d) The successful bidder has to submit the interim report **within 60 days** from the acceptance of the inception report.
- e) The successful bidder has to submit the final report **within 30 days** from the acceptance of the interim report.

### 3 CONTRACT PERIOD & SUBMISSION OF REPORTS

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- a) The contract period will be for **6 (six) Months** as specified in RfP from the date of issue of the LoI/ Work Order under this RfP.
- b) The successful agency shall submit 10 copies of the interim report and make the presentation of the interim report on a specified date, if required.
- c) The successful agency shall submit 20 copies of the final report along with soft copy of the report in word and in pdf format.

## 4 CURRENCY

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Bidders shall express the price in Indian Rupees only. Price submitted in any other currency will not be considered for evaluation.

## 5 PAYMENT TERMS & SCHEDULE

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- a) It will be mandatory for the bidder to indicate their bank account number and other relevant e-payment details so that e-payments could be made.
- b) The payment will be made as per the following terms, on production of the requisite documents.
- c) No advance payment would be made at any cost.
- d) All the payments to the agency will be released from BECIL after receipt of the completion certificate.
- e) All deductions on account of income tax as per prevailing law shall be made from the payment being made and such deducted taxes shall be remitted to the concerned tax department.
- f) A designated committee constituted by BECIL/ Mol&B shall keep a watch on the performance of the bidder and will assess the performance on monthly basis.
- g) Any penalty imposed by BECIL/ Mol&B under the terms and conditions of this RfP shall be acceptable to the bidder and shall be deducted from the payment due.
- h) All Payments to be made in INR only and subject to liquidated damages and taxes, duties, penalties as applicable, if any.
- i) **Payment schedule will be as follows:**
  - i. 30% of the contract value will be released after acceptance of interim report by Mol&B,
  - ii. Further payment of 30% of the contract value will be released after submission of the final report by successful bidder.
  - iii. Further payment of 30% of the contract value will be released after acceptance of the final report by Mol&B.
  - iv. The balance 10% will be paid after completion of all deliverables specified in the RfP/ contract/ Work Order.

## 6 PAYING AUTHORITY

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The payment would be made by BECIL on submission of following documents:

- i. Ink signed copy of the bills against services provided
- ii. Performance report submitted by supervising officer of Client
- iii. Claim for statutory and other levies to be supported with requisite documents/ proof of payment for GST, proof of payment for EPF/ ESIC contribution with name of beneficiaries, etc. as applicable.



- iv. Details for electronic payment viz account holder's name, bank name, branch name and address, account type, account number, IFSC code, MICR code.
- v. Any other document/ certificate that may be provided for in the work order that will result from this RfP process.
- vi. User Acceptance & Satisfactory Services Report.
- vii. Xerox copy of PBG along with 1<sup>st</sup> bill only.

## **7 PENALTY**

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- a) If at any future point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligation, BECIL may take a decision to terminate the contract with immediate effect, forfeit the PBG/ EMD deposited by the bidder and / or debar the bidder from bidding prospectively for a period as decided by the BECIL or take any other action as deemed necessary.
- b) The successful bidder shall render services as per scope of work defined in the RfP/ work order that will result from this RfP process.
- c) The successful bidder is expected to meet all the terms of the RfP/ work order and is expected to provide satisfactory service. However, in the event of the bidder failing to provide satisfactory services, penalty will be imposed.
- d) Any unjustified and unacceptable delay beyond the timelines (where applicable) as per RfP/ Work Order, will render the bidder liable for penalty at the rate as mentioned in the following paras. If at any time during performance of the work, successful bidder encounter conditions (not under his control) impeding timely performance of the ordered services, the bidder shall promptly notify Client in writing of the fact of the delay, its likely duration and its cause(s).
- e) Unless otherwise waived off by Mol&B, delay beyond the schedule (where applicable) as per work order, will render the bidder liable for penalty as mentioned in the following paras:
  - i. The successful bidder shall submit PBG and sign the contract within 15 days from the date of issue of Lol. In case of non-acceptance of the Lol or non-submission of the designated PBG within the stipulated period, the EMD of the successful bidder shall be forfeited.
  - ii. In case of late deliveries/ services from the schedule, successful bidder shall be liable to pay penalty @ 0.5% of the work order value per week of delay or a part thereof, up to a maximum amount of 5% of order value.
- f) Penalties imposed under (e) above, may be treated as unsatisfactory service and the contract is liable to be terminated prematurely. In the event of delay beyond 160 days with respect to the Time Lines specified above at para 2 of Section IV, BECIL may cancel the work order and forfeit the PBG.

## 8 PERFORMANCE GUARANTEE

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- a) Successful bidder, to whom Lol will be issued, shall be required to submit the Performance Bank Guarantee for the **amount equivalent to 10% of Contract Value**. Performance Bank Guarantee will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank or a Private Section Bank authorized to conduct government business (i.e. ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) as per the format annexed at Appendix-G, valid as per point c) below.
- b) BECIL will have the right to invoke the PBG without assigning any reasons if the selected bidder defaults or deemed to have defaulted or in the case of non-acceptance of the work order or poor performance with respect to deliverables.
- c) The PBG should remain valid for an additional period of **90 (ninety) days** beyond the delivery/ defect liability period specified in the work order.
- d) The PBG will be released (**without any accrued interest**) after the completion of all tasks (deliverables) as assigned in the work order.
- e) In case of any failure/ non-performance of the work order as per the terms and conditions, PBG shall be forfeited/ en-cashed.

## 9 FALL CLAUSE

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The following fall clause will form part of the work order placed on successful bidder:

- a) The price charged for the services performed under the work order by the bidder shall in no event exceed the lowest price at which the bidder provides the services of identical description to any persons/ organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the work order is completed.
- b) If at any time, during the said period the bidder reduces the service price or offer to provide services to any person/ organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the work order. Such reduction of services offer of the price shall stand correspondingly reduced.
- c) The bidder shall furnish the following certificate to BECIL along with each bill for payment for services made against the work order: *"We certify that there has been no reduction in service price of the similar services to the Government under the contract herein and such services have not been offered/ sold by me/ us, to any person/ organization including BECIL or any department of Central Government or any department of a state"*

*Government or and Statutory Undertaking of the Central or state Government as the case may be, up to the date of bill/ the date of completion of services against contract placed during the currency of the work order, at price lower than the price charged to the government under the work order”.*

## **10 RISK & EXPENSE CLAUSE**

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- a) Should the services thereof not be delivered within the time or times specified in the work order documents, or if defective services is made in respect of the services thereof, BECIL shall after granting the bidder seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of terms and conditions of the work order, to declare the contract as cancelled either wholly or to the extent of such default.
- b) Should the services thereof not perform in accordance with the specifications/ parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of the terms and conditions of the work order, to cancel the work order wholly or to the extent of such default.
- c) In case of a contractual breach that was not remedied within 07 days, BECIL/ Mol&B shall, having given the right of first refusal to the bidder be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
- d) Any excess of the services price cost of services or value of any services procured from any other work orders as the case may be, over the work order price appropriate to such default or balance shall be recoverable from the bidder by Client.

## **11 MISC. TERMS & CONDITIONS OF THE CONTRACT**

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The bidder shall provide the services as and when required and demanded by BECIL. The personnel engaged for the services shall be the employees of the bidder and will take their remuneration/ wages from the bidder. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the BECIL. The bidder shall make its own arrangement for commuting the personnel requisitioned, to the BECIL offices wherever located in the areas of New Delhi/ Delhi and back. The bidder will furnish to the BECIL the full particulars of the personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/ Police, and also ensure that they possess the requisite technical qualifications and experience for rendering the requisite services to the BECIL. The bidder will be responsible for compliance of all the applicable laws and

obligations arising out from the action of providing services as stated in this RfP. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the bidder and the BECIL shall not be responsible for any such liability. The bidder shall undertake to indemnify the BECIL for any liability under any law arising out of the engagement of the said professionals. The bidder shall comply with all rules and regulations regarding safety and security of its employees and the BECIL will in no way be responsible in any manner in case of any mishap to its personnel. The personnel provided shall be under the direct control and supervision of the bidder. However, they shall comply with the oral and written instructions being given on day to day basis, by the officer(s) authorized by the BECIL from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the BECIL. The bidder shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the bidder shall provide replacement services of suitable personnel. During the subsistence of the contract, BECIL shall not undertake any monetary liability other than the amount payable to the bidder for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the bidder. Even if the BECIL has to bear such liabilities on unforeseen circumstances/ occasions, BECIL will recover such amount from the bidder by adjusting the amount payable to them. In case the employees of the bidder do not attend the work at any time for whatever reason, the bidder shall make alternate arrangements at no extra cost to the BECIL, so that the assigned work of the BECIL does not suffer. BECIL shall also be free to make alternate arrangements and the cost of which shall be recovered from the bidder. Any loss, theft or damage to the life and/or property of the employees of BECIL and/or property of the BECIL shall be compensated by the bidder, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the bidder. The bidder shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of bidder provide such amenities, BECIL shall be free to provide the same and BECIL shall have right to recover all expenses incurred in providing such amenities from the bidder by deduction from any amount payable to the bidder. The bidder shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act. 1954, ESI Act, 1948, Provident Funds and MP Act, 1952. Workmen's Compensations Act, and take such steps as may be deemed necessary in this regard from time to time. It will be the sole liability of the bidder to pay the wages, provident fund, ESI, to its employees as applicable under the relevant rules. The bidder has to give an undertaking in this regard

that he is following all the labour laws including the payment of minimum wages, etc. The bidder is liable to furnish all the relevant records for the information of employees. If the contract fails to render any or all the services, for any period during the currency of the contract, BECIL shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the bidder or from the Security Deposit or Bank Guarantee. TDS on account of Income Tax/ WCT in accordance with DVAT and GST as applicable will be deducted from the monthly payments of the bidder. If the bidder fails to provide satisfactory performance, BECIL shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the bidder, etc. BECIL reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract. The bidder shall be responsible for payment of Provident Fund and other payments due to its employees deployed for services.

## Part V: Evaluation Process & Evaluation Criteria

### 1 EVALUATION PROCESS

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No enquiry shall be made by the bidder(s) during the course of evaluation of the RfP, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/ its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected. The proposal will be evaluated on the basis of its content, not its length.

- a) The bidders' proposals will be evaluated as per the requirements specified in the RfP and adopting the evaluation criteria spelt out in subsequent paras of this RfP document. The Bidders are required to submit all required documentation as per evaluation criteria specified in RfP.
- b) Proposals received by the prescribed date and time shall only be considered and evaluated by a duly constituted tender evaluation committee.
- c) Upon verification, evaluation/ assessment, if in case any information furnished by the Bidder is found to be false/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/ forged documents will lead to forfeiture of EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- d) The EMD amount will be returned to the respective disqualified bidders after the submission of Performance Bank Guarantee by the successful bidder.
- e) BECIL will review the technical proposal to determine whether the technical proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL discretion.
- f) Evaluation of proposals shall be based on:
  - i. Information contained in the proposal, the documents annexed there to and clarifications provided, if any.
  - ii. Experience and Assessment of the capability of the bidder based on past record.
- g) BECIL reserves right to seek any clarifications on the already submitted bid documents; however no fresh documents shall be accepted in support of proposals.
- h) Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the proposals.
- i) Even though bidders satisfy the necessary requirements they are subject to disqualification if they have:
  - i. Made untrue or false representation in the form, statements required in the RfP document.

- ii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

## 2 PRE-QUALIFICATION EVALUATION

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- a) Each of the Pre-Qualification condition mentioned in the RfP document is MANDATORY. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Bidders' are requested to furnish information and documents to establish their eligibility (indicating the reference page number in the bid against the proofs submitted) for each of the criteria given in para 6 of Section V. If a bid is not accompanied with all necessary documents, it may be summarily rejected.
- c) Only the bidders, who fulfill the Pre-Qualification Criterion, will qualify for Technical Evaluation. Failing to any of the pre-qualification Criteria shall lead to dis-qualification of the proposal and bidder.

## 3 TECHNICAL EVALUATION

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- a) The technical proposal of qualified bidders will be evaluated as per the requirements specified in the RfP and technical evaluation criteria as mentioned in RfP Document.
- b) Bidders may be asked to give demonstration/ presentation on their understanding of the Scope of Work and their proposal submitted for undertaking the evaluation.
- c) Each technical proposal will be assigned technical marks out of a maximum of **100 marks**. Only the bidders who get Technical Marks of **60 or more** will qualify for financial evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.
- d) Reasons for rejecting a tender/ bid will be disclosed to a bidder only where enquiries are made.

## 4 FINANCIAL EVALUATION

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Financial bids will be opened only for the agencies who will score 60 or more in Technical Evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

## 5 SELECTION OF THE SUCCESSFUL BIDDER

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- a) Selection procedure would be made on the basis of **Price Based System – Least Cost Selection**.
- b) Cut off to qualify for financial round: 60

- c) The total amount quoted by the bidder, *for conducting the evaluation of all categories*, will be considered for selection process.
- d) The Lol will be issued to the bidder who has quoted the lowest price for *conducting the evaluation of all the broad schemes*.

## 6 EVALUATION CRITERIA

### 6.1 PRE-QUALIFICATION EVALUATION CRITERIA

#### 6.1.1 Legal Capacity of the Bidder

S. No.	Criteria	Supporting documents to be submitted
1.	<b>Bidder's Registration</b>	Signed Form as per Appendix-A
	Bidder Should be company registered under Companies Act 1956/ 2013 with operations in India. <b>OR</b>	a. Copy of Certificate of Incorporation. AND b. Copy of Memorandum and Articles of Association.
	Firms registered under Limited Liability Partnership Act, 2008 with operations in India. <b>OR</b>	a. Copy of Registration certificate of LLP.
	Expert Institution (Management / Research) with operations in India <b>OR</b>	a. Copy of Registration certificate
	Consortium of company registered under Companies Act 1956/ 2013 OR firm registered under Limited Liability Partnership (LLP) Act, 2008 OR Expert Institution with operations in India	Copy of the all the documents, as applicable, specified in the above rows
2.	The Bidder/ Consortium Member should have been in the business for last 5 (Five) Years as on 31.08.2019	Signed Form as per Appendix-A

#### 6.1.2 Financial Capacity of the Bidder

S. No.	Criteria	Supporting documents to be submitted
1.	<b>Business Turnover:</b> The Bidder/ Lead Bidder of the consortium should have received a minimum income of	a. Copies of the audited Balance sheets duly audited by the statutory auditors of the Company. AND



S. No.	Criteria	Supporting documents to be submitted
	<b>₹ 10 (Ten) Crores</b> per annum from professional fees for rendering evaluation or consultancy services during each of the last three consecutive financial years i.e. FY 2015-16, FY 2016-17 and FY 2017-18.	b. Certificate from Statutory Auditor regarding turnover as asked in the clause. AND c. Signed Form as per Appendix-D
2.	<b>Net Worth Certificate:</b> The Net-Worth of the Bidder/ Lead Bidder of the consortium should be positive in Last 3 (Three) years i.e. FY 2015-16, FY 2016-17 and FY 2017-18	a. Net worth Certificate as certified by the statutory auditors. AND b. Audited report for the FY 2016-17. AND c. Signed Form as per Appendix-D

### 6.1.3 Technical Capacity of the Bidder

S. No.	Sub-Criteria	Supporting documents to be submitted
1.	<b>Work Experience:</b> Bidder/ Consortium Member must have undertaken and completed minimum of 3 (Three) Appraisal/ Review/ Evaluation of Schemes/ Govt. Funded Projects assigned by Central/ State Govt. / Govt. Autonomous Bodies during the last 5 (Five) Years	a. Copy of work order OR contract OR performance certificate from the clients. AND b. Certificate from Statutory Auditor, regarding invoices raised and payment/ fees received from the respective clients. AND c. Signed Form as per Appendix-E
2.	<b>Manpower:</b>	
	<b>i. Team Leader:</b> Minimum experience of 2 Consultancy Projects and 2 Evaluation Projects AND At least 2 projects, from the above required projects, in the capacity of Team Leader	Signed Form as per Appendix-F
	<b>ii. Media Expert:</b> Minimum experience of 10 Years and 2 Media Sector Consultancy/ Evaluation Project	Signed Form as per Appendix-E

S. No.	Sub-Criteria	Supporting documents to be submitted
3.	<b>Mandatory Undertakings</b>	
	i. Undertaking regarding Blacklisting	Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary as per Appendix-C
	ii. Undertaking regarding Criminal Offence	Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary as per Appendix-C
	iii. LLP firms will submit an undertaking that “in case work order is issued to partnership firm; the partners will not dissolve the firm till the completion of the work/ liabilities under this RfP/ Work Order”.	Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary.
	iv. <b>Consortium Agreement:</b> In case of bidding by Consortium: Lead Bidder of consortium should submit the consortium agreement.	Certified true copy of consortium agreement

## 6.2 TECHNICAL EVALUATION CRITERIA

S. No.	Evaluation Criteria	Max Marks
a.	Relevant Experience	40
b.	Key Personnel	30
c.	Technical Capability (based on Technical Proposal & Presentation)	30
<b>Total Marks</b>		<b>100</b>

### 6.2.1 Relevant Experience (based on the documentary proofs submitted)

S. No.	Evaluation Criteria	Scoring	Max Marks
i.	Proven experience of Appraisal/ Review/ Evaluation of Schemes/ Govt. Funded Projects assigned by Central/ State Govt./ Govt. Autonomous Bodies during the last 5 (Five) Years		
	a. No. of projects completed	3 to 5 projects: <b>8 Marks</b> 6 to 8 projects: <b>12 Marks</b> 9 and above Projects: <b>15 Marks</b>	

S. No.	Evaluation Criteria	Scoring	Max Marks
	b. Value of the completed projects (mention in the above criteria)	Less than 50 Lacs: <b>8 Marks</b> 51 Lacs to 100 Lacs: <b>12 Marks</b> More than 101 lacs: <b>15 Marks</b>	
ii.	Proven experience of Appraisal/ Review/ Evaluation of Schemes/ Govt. Funded Projects assigned by Central/ State Govt./ Govt. Autonomous Bodies exclusively related to Media Related Activities during the last 10 (Ten) Years	1 to 2 projects: <b>5 Marks</b> 3 to 4 projects: <b>8 Marks</b> 5 and above Projects: <b>10 Marks</b>	
iii.		<b>SUB TOTAL 6.2.1</b>	<b>40</b>

### 6.2.2 Proposed Team Members<sup>1</sup> (based on the CVs submitted)

S. No.	Evaluation Criteria	Scoring	Max Marks
i.	<b>Team Leader (1 No.)</b> Qualification: Post-Graduation Desirable MBA	<b>Experience</b> Less than 10 years: <b>0 marks</b> 10-15 Years: <b>1 marks</b> Above 15 Years: <b>2 marks</b>	<b>2</b>
		<b>Certification in Project Management</b> Non-certified Professional: <b>0 marks</b> Certified Professional: <b>1 marks</b>	<b>1</b>
		<b>Consultancy Projects</b> 2-3 Projects: <b>1 marks</b> 4 or more Projects: <b>2 marks</b>	<b>2</b>
		<b>Evaluation Projects (as per experience criterion of the work experience)</b> 1 Project: <b>1 marks</b> 2 or more Projects: <b>2 marks</b>	<b>2</b>
		<b>Evaluation Projects for Media Sector (as per experience criterion of the work experience)</b> Nil Projects: <b>0 marks</b>	<b>2</b>

<sup>1</sup>Key Personnel's whose credentials will be evaluated during the technical evaluation shall remain the part of core team of successful bidder, on full time basis, for entire duration of the project. Letter of consent for the engagement of team should be submitted along with the proposal Team members conferred with national/ international awards will be given preference. No change in the core team of key personnel will be allowed till the completion of the assignment. Any such change, if required, shall be made after the approval of BECIL/ Mol&B.

S. No.	Evaluation Criteria	Scoring	Max Marks
		1-2 Project: <b>1 marks</b> 3 or more Projects: <b>2 marks</b>	
ii.	<b>Deputy Team Leader (1 No.)</b> Qualification: Post-Graduation MBA or Post-Graduate Diploma in Management or Equivalent	<b>Experience</b> Less than 10 years: <b>0 marks</b> 10-12 Years: <b>1 marks</b> Above 12 Years: <b>2 marks</b>	<b>2</b>
<b>Consultancy Projects</b> 2-3 Projects: <b>1 marks</b> 4 or more Projects: <b>2 marks</b>		<b>2</b>	
<b>Evaluation Projects (as per experience criterion of the work experience)</b> 1-2 Project: <b>1 marks</b> 2 or more Projects: <b>2 marks</b>		<b>2</b>	
<b>Evaluation Projects for Media Sector (as per experience criterion of the work experience)</b> Nil Projects: <b>0 marks</b> 1 or more Projects: <b>1 marks</b>		<b>1</b>	
iii.	<b>Monitoring &amp; Evaluation Expert (1 No.)</b> Qualification: Post-Graduation in International Development or Economics or Statistics or related field	<b>Experience</b> Less than 10 years: <b>0 marks</b> 10-12 Years: <b>1 marks</b> Above 12 Years: <b>2 marks</b>	<b>2</b>
<b>Evaluation Projects (as per experience criterion of the work experience)</b> 2-4 Project: <b>1 marks</b> 5-7 or more Projects: <b>2 marks</b> 8 or more Projects: <b>3 marks</b>		<b>3</b>	
<b>Evaluation Projects for Media Sector (as per experience criterion of the work experience)</b> Nil Projects: <b>0 marks</b> 1-2 Project: <b>1 marks</b> 3 or more Projects: <b>2 marks</b>		<b>2</b>	
iv.	<b>Media Expert (1 No.)</b> Qualification: Desirable MBA	<b>Experience</b> 10-12 Years: <b>1 marks</b> 12-14 Years: <b>2 marks</b> Above 15 Years: <b>3 marks</b>	<b>3</b>
<b>Qualification</b> Graduate Without MBA: <b>0 marks</b> Graduate With MBA: <b>1 marks</b>		<b>1</b>	

S. No.	Evaluation Criteria	Scoring	Max Marks
		<b>Media Projects</b> 2 Projects: <b>1 marks</b> 3-5 Projects: <b>2 marks</b> 6 or more Projects: <b>3 marks</b>	<b>3</b>
v.		<b>SUB TOTAL 6.2.2</b>	<b>30</b>

**6.2.3 Technical Capability (based on the technical proposal as well as presentation)**

S. No.	Evaluation Criteria	Scoring	Max Marks
i.	<b>Understanding ToR</b> <ul style="list-style-type: none"> <li>• Understanding the Objective and purpose of the work</li> <li>• Understanding of Requirements and Deliverable</li> </ul>	Evaluation will be based upon the proposal submitted and presentation by the bidder	<b>10</b>
ii.	Description of approach and methodology proposed to be adopted.	Evaluation will be based upon the proposal submitted and presentation by the bidder	<b>10</b>
iii.	Description of statistical tools to be utilized for analysis of the data to determine the outcome on the issues indicated in Terms of Reference of the study specifically the following: Quantitative and Qualitative outputs and outcomes in respect of different components of the programme	Evaluation will be based upon the proposal submitted and presentation by the bidder	<b>5</b>
iv.	Description of format of the Appraisal/ Review/ Evaluation of the Report. This essentially means structure and Chapterisation of the report	Evaluation will be based upon the proposal submitted and presentation by the bidder	<b>5</b>
v.		<b>SUB TOTAL 6.2.3</b>	<b>30</b>

## Annexures

### 1 ANNEXURE 1: PROPOSAL SUBMISSION LETTER

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[On Bidder's Letter Head]

To,  
The Chairman and Managing Director,  
Broadcast Engineering Consultants India Limited,  
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

**Subject: Submission of the Proposal for <insert RfP Name><RfP No.>**

Dear Sir,

We, the undersigned, offer to provide services to BECIL with reference to your Request for Proposal <insert RfP Name> dated <insert RfP date> and our Proposal. We are hereby submitting our proposal under the following covers:

- i. Cover 1: Pre-Qualification Proposal
- ii. Cover 2: Technical Proposal
- iii. Cover 3: Financial Proposal

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We declare that we confirm to each and every clause of the RfP document and shall abide by all the terms and conditions of all the volumes of this RfP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RfP document.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 2 ANNEXURE 2: DECLARATION LETTER

---

[On Bidder's Letter Head]

### DECLARATION

- i. I, <Name & Designation> solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from Engagement.
- ii. I permit BECIL to inspect my records to ascertain the above facts.
- iii. I permit BECIL to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by BECIL, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of BECIL regarding Engagement.
- vi. I have read & understood the RfP document and agree to all the terms & conditions stated therein.
- vii. <Name of Bidder> does not have a conflict of interest in the procurement in question as specified in the bidding documents.
- viii. <Name of Bidder> comply with the code of integrity as specified in the bidding document.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### 3 ANNEXURE 3: ACCEPTANCE LETTER

---

[On Bidder's Letter Head]

To,

The Chairman and Managing Director,  
Broadcast Engineering Consultants India Limited,  
56-A/17, Block-C, Sector -62, Noida -201307 (U.P.)

**Subject: Acceptance of RfP Terms & Conditions of <RfP No.>**

Dear Sir,

1. I/We hereby certify that I/We have understood and clarified the entire terms and conditions of the RfP documents and I/We shall abide by the conditions/clauses contained therein.
2. **I/We hereby unconditionally accept the RfP conditions of RfP document, for <insert RfP Name>, in its entirety for the above work.**
3. The contents of clauses of the RfP documents have been noted wherein it is clarified that after unconditionally accepting the RfP conditions in its entirety, it is not permissible to put any remarks/ conditions in the RfP and the same has been followed in the present case. In case, this provisions of the RfP is found violated after opening the proposal. I / We agree that the RfP shall be rejected and BECIL shall without prejudice to say other right or remedy be at liberty to forfeit the said earnest money absolutely,
4. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of BECIL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of BECIL asks for bribe/ gratification, I/ We will immediately report it to the Appropriate Authority'.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



## 4 ANNEXURE 4: TECHNICAL PROPOSAL SUBMISSION FORMAT

---

Professional approach, methodology and work plan are key components of the Technical Proposal. Bidders are requested to present their Technical Proposal divided into the following three sections:

**a) Understanding of the Terms of Reference and Deliverables:**

In this section bidder shall explain their understanding of the ToR and requirements as envisaged in this RfP document and also highlight its important aspects. The bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.

**b) Approach and Methodology:**

In this section bidder shall explain their approach to the assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Bidder shall address the importance of deliverables and explain the approach that will be adopted to address them.

Bidder shall also explain the methodologies which they propose to adopt and highlight the compatibility of those methodologies with the proposed approach and its suitability and meets the requirement of the work.

In case bidder is a consortium, it should specify how the expertise of each agency/ firm is proposed to be utilised for this assignment.

The bidder should also specify the sequence, locations and timelines of important activities in the form of a Gantt chart, and provide a quality assurance plan for carrying out the services as envisaged in the RfP.

**c) Proposed Team:**

The bidder shall propose and justify the structure and composition of the team that will be responsible for carrying out the assignment. The bidder shall also list the main disciplines of the assignment and the key experts responsible.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 5 ANNEXURE 5: FINANCIAL PROPOSAL SUBMISSION FORMAT

[As per Financial Proposal Sheet]

To,

The Chairman and Managing Director,  
Broadcast Engineering Consultants India Limited,  
56-A/17, Block-C, Sector -62, Noida -201307 (U.P.)

Dear Sir,

We, the undersigned on behalf of <name of the agency>, wish to submit our offer <title of project> in accordance with your Request for Proposal <RfP reference> dated <insert Date>.

We are hereby submitting our Financial Proposal.

S. No	Item	Qty.	Unit	Unit Rate	Tax%	Tax Amt.	Total Amt.
1.	Work for conducting the evaluation of the Central Sector Schemes under all the Categories	1	Job				
2.	<b>Gross Total (in INR)</b>						

- Note: 1) All schemes in the table will be considered for financial evaluation.  
2) Successful bidder will be awarded the work for all the schemes.  
3) The payment will be as per actual work executed and certified by Mol&B.  
4) Group-wise bifurcation of the cost to be provided as per annexed sheet.

**The financial bid for the services as envisaged in the RfP document:**

**₹** \_\_\_\_\_ **(in numerals) (including GST)**  
**Rupees** \_\_\_\_\_ **(in words) (including GST)**

We undertake, if our Proposal is accepted, to start the services with immediate effect or as stipulated in the contract.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:  
Name:  
Designation:  
Address:  
Seal:  
Date:

**Annexure to the Financial Proposal**

**Cost Break-up Sheet for carrying out the Evaluation**

<b>Sector</b>	<b>Group/ Category</b>	<b>Name of Central Sector Schemes</b>	<b>Cost Break-up (i/c taxes)</b>
<b>Information Sector</b>	I. Publicity	a. Development Communication Information Dissemination	
	II. MIDP & Other Schemes	b. Media Infrastructure Development Programme	
		c. Upgradation of IIMC into International Standards	
		d. Human Resource Development	
<b>Broadcasting Sector</b>	III. Prasar Bharati	e. Broadcast Infrastructure Network Development	
	IV. Other Broadcasting Schemes	f. [Strengthening of Electronic Media Monitoring]*	
		g. Supporting Community Radio Movement in India	
		h. Digitization Mission	
		i. Automation of Broadcasting Wing	
<b>Film Sector</b>	V. DCDFC	j. Development, Communication and Dissemination of Filmic Content	
	VI. Other Schemes of Film Sector	k. Infrastructure Development Programme in Film Sector	
		l. National Film Heritage Mission	
		m. [Setting up of a Center of Excellence for Animation, Gaming and VFX]*	

**Note:** \* At present the evaluation of these schemes is not required in the present evaluation.

## Appendixes

### 1 APPENDIX A: PROFILE OF THE BIDDER

**Bidder need to fill in the details (with supporting documents attached). In case of consortium each member has to submit the details separately.**

1.	Name of Bidder	
2.	Type of firm	<i>[Please submit the copy of Registration Certificate]</i>
3.	Address of correspondence	
4.	Year of establishment	
5.	Permanent Account Number (PAN) of the Bidder	<i>[Please submit the copy of PAN]</i>
6.	GSTN Registration No. of the Bidder	<i>[Please submit the copy of GSTN]</i>
7.	EPF Registration Certificate, if applicable	<i>[Please submit the copy of certificate]</i>
8.	ESIC Registration Certificate, if applicable	<i>[Please submit the copy of certificate]</i>
9.	Status of Income Tax Return of Last 3 years	<i>[Please submit the copy of acknowledgement of Income Tax Return]</i>
	FY 2015-16	
	FY 2016-17	
	FY 2017-18	
10.	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.	
11.	Status and details of disputes/ litigation/ arbitration, if any.	
12.	Name, Designation and address of the officer to whom all references shall be made regarding this RfP	
13.	Contact details of Authorized signatory in reference to this RfP	

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 2 APPENDIX B: INDEMNITY BOND

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[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

1. \_\_\_\_\_ (*Name & address of the bidder*) \_\_\_\_\_ indemnify BECIL/ Client against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the supplied services/ software/ hardware/ manpower etc. and related services or any part thereof.
2. \_\_\_\_\_ (*Name & address of the bidder*) \_\_\_\_\_ indemnify BECIL/ Client from any claims that the hired manpower/ bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the contract.
3. \_\_\_\_\_ (*Name & address of the bidder*) \_\_\_\_\_ indemnify BECIL/ Client from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ bidder's manpower while discharging their duty towards fulfilment of the contract.

(Authorized Signatory)  
Signature:

Witnesses:

- 1.
- 2.

Name:

Designation:

Address:

Seal:

Date:



### 3 APPENDIX C: UNDERTAKING

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[Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary]

#### UNDERTAKING

<Name of Bidder/ Names of the Consortium Members> has/ have not been blacklisted by any of the Central Government or State Government or any organisation under Central/ State Government or any Statutory Authority, or any Public-Sector Undertaking.

<Name of Bidder/ Names of the Consortium Members> has/ have not been found guilty of any criminal offence by any court of law in India or abroad.

<Name of Bidder/ Names of the Consortium Members>, its directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or have not been otherwise disqualified pursuant to debarment proceedings.

#### 4 APPENDIX D: FINANCIAL STRENGTH OF THE BIDDER

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S. No	Financial Year	Net-worth Status (Positive/Negative)	Whether Profitable (Yes/ No)	Annual Profit Before Tax (in INR)	Overall Annual Turnover (in INR)
1	2015-16				
2	2016-17				
3	2017-18				

(Note: Statutory Auditor's certificate should be submitted along with proposal)

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 5 APPENDIX E: DETAIL OF WORK EXPERIENCE

### A. For Pre-Qualification (completed projects)

S. No.	Client Name	Work Order Ref. No.	Date of WO	Date of Completion	Scope of Work	Amount of Work Order	Type of documentary proof Submitted

### B. For Technical Proposal (completed projects)

S. No.	Client Name	Work Order Ref. No.	Date of WO	Date of Completion	Scope of Work	Amount of Work Order	Type of documentary proof Submitted

(Note: Copies of work orders OR engagement letters OR contracts OR performance certificates from the customers AND Certificate from Statutory Auditor, regarding invoices raised and payment received from the respective clients to be submitted along with the proposal)

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 6 APPENDIX F: PROPOSED TEAM MEMBERS (KEY PERSONNEL)

[On Bidder's Letter Head]

### 6.1 LIST OF PROPOSED TEAM

The bidder shall propose and justify the structure and composition of team that will be responsible for the assignment. Bidder shall list the main disciplines of the assignment and the key experts responsible.

Key Personnel's whose credentials will be evaluated during the technical evaluation shall remain the part of core team of successful bidder.

No change in the core team of key personnel will be allowed till the completion of the assignment. Any such change, if required, shall be made after the approval of BECIL.

S. No.	Designation	Name of Employee	Year of joining	Qualification/ Professional Qualification (with year of passing)	No. of Years' Experience	Designation/ Profile	Details of experience	No. of Relevant Projects

(Note: Curriculum Vitae of the Key Personnel as per para 6.2 of Appendix F to be submitted along with the proposal)

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 6.2 CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

1. **Proposed Position :** [For each position of key professional separate form will be prepared]:
2. **Name of Firm:** [Insert name of firm proposing the Staff]:
3. **Name of Staff:** [Insert full name]:
4. **Date of birth:**
5. **Nationality:**
6. **Education:** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. **Membership of Professional Associations:**
8. **Other Training:**
9. **Countries of work experience:** [List countries where staff has worked in the last ten years]:
10. **Languages:** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
11. **Employment Record:**

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):

Dates of employment name of employing organization, positions held]:

From [Year]: To Year]

Employer:

Positions held:

12. **Work undertaken that best illustrates Capability to Handle the Tasks Assigned:**

[Among the Assignment/ Jobs in which the staff has been involved, indicate the following information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under Terms of Reference/ Scope of Work]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

### 13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 7 APPENDIX G: INTEGRITY PACT – PRE-CONTRACT INTEGRITY PACT

---

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

### PRE-CONTRACT INTEGRITY PACT

#### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of \_\_\_ 2019, between, on one hand, BECIL acting through Shri R.B. Jagtap, (General Manager) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ (herein after called the "BIDDER" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

### **Commitments of the Buyer**

- 1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to Head or concerned official of BECIL or any other officer appointed by him/her for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.
- 2.1 The BUYER will exclude from the process all known prejudiced persons.
- 2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Commitments of Bidders**

3. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any



official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical

proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

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

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER.

However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the L1BOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- 7.1 The Bidder undertakes that during the previous one year, the Bidder has not supplied/ is not supplying and/ or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/ Department of the Government of India or PSU.
- 7.2 Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/ agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/ Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("Lower Price"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("Price Difference") within 15 days of receipt of the said written notice.
- 7.3 In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7.2, then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer.

## **8. Independent Monitors**

- 8.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the CMD of the BUYER Corporation.
- 8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with the confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the CMD of the BUYER in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions**

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

**12. Validity**

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

## 8 APPENDIX H: FORMAT FOR PERFORMANCE BANK GUARANTEE

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### Performance Bank Guarantee

In consideration of the BECIL, (hereinafter called “BECIL”) having issued Letter of Intent dated < insert date of Lol > to < insert Name of Bidder > (hereinafter called the “Agency”) for “<>” pursuant to RFP No. < insert RfP No. > Dated < insert date of RfP > issued by it which stipulates that the Agency has to furnish an irrevocable Performance Bank Guarantee to BECIL for an amount equal to 10% (Ten Percent) of the contract value, from any Nationalized / Scheduled / Centralized Bank or a Private Section Bank authorized to conduct government business in India valid for 12 months with claim period of 15 months as security for the performance of its obligations in terms of the RfP and the Contract:

1. We < insert Name of the Bank > (herein after referred to as the “Bank”) hereby affirm, guarantee and undertake to pay to BECIL any amount not exceeding the sum of ₹ <insert numerical value equivalent to 10% of contract value>/- (Rupees <insert value in words equivalent to 10% of contract value > Only), without any demur and objection whatsoever, merely against the first written demand of BECIL stating that the amount demanded therein has become due to it on account of the failure of the agency to perform its obligations under the Contract, without BECIL needing to prove or to show grounds or reasons for demand of the sum specified therein. Any such demand made on us by BECIL shall be conclusive in all its respects, including the amount due and payable.
2. We declare that BECIL’s demand in writing as aforesaid will be unquestionably binding upon us, our liability arising upon written demand of BECIL being absolute, unqualified and irrevocable until the sum as demanded therein is paid to BECIL in full. We hereby waive the necessity of BECIL demanding the said amount from the Agency before presenting us with the demand.
3. We undertake unconditionally and irrevocably to make payment to BECIL of the sum demanded in the aforesaid written demand, irrespective of any dispute between BECIL and the Agency under the Contract.
4. We further agree that BECIL and the Agency shall have the right, without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the Contract. No change or addition to or other modification of the terms of the contract or of any of the contract documents shall in any way release us from any liability under this

- guarantee and we hereby waive notice of any such change, addition or modification.
5. This Guarantee shall also not be discharged by any forbearance or indulgence granted by BECIL to the Agency as to payment, time, performance or otherwise.
  6. We waive in favour of BECIL all or any of our rights as surety, which may be at any time be inconsistent with the provisions of this guarantee.
  7. Our liability under this Guarantee shall not be affected by:
    - i. any change in the status or constitution of the BECIL
    - ii. any change in our status or constitution
    - iii. any change in the status or constitution of the Agency
  8. This Guarantee shall be governed in all respects by Indian law and shall be subject to the exclusive jurisdiction of Courts at New Delhi.
  9. This guarantee is irrevocable and shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_ unless extended further. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to ₹ < **insert numerical value equivalent to 10% of contract value** >/- (Rupees < **insert value in words equivalent to 10% of contract value** >Only), and unless a claim in writing is lodged with us within three months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the - - - - - day of - - - - - , 20 - -

**(Signature of the authorized officer of the Bank)**

**Name and designation of the Officer**

**Seal, Name & Address of the Bank and Address of the Branch)**



## 9 APPENDIX I: ARBITRATION CLAUSE

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### Format of Arbitration Clause

- i. All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- ii. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- iii. Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- iv. The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- v. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and subsequent Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- vi. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- vii. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

**Note:** In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.