

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 agency for

"CARRYING OUT MANPOWER AUDIT FOR PRASAR BHARATI"

RfP No. BECIL/PB/ManPowerAudit/RfP/02

Dated: 28.05.2018

- The submission and opening of proposals will be through e-tendering process. Proposal has to be submitted on-line by 26.06.2018 on <u>https://becil.euniwizard.com</u> however the hard copy of the same along with the acknowledgement of online submission is to be submitted by 28.06.2018. RfP Document is to be downloaded directly from <u>https://becil.euniwizard.comm</u>.
- 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** Containing essential details such as the Terms of Reference 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 Criteria and Evaluation Process.
 - f. Annexures Contains standard forms and other undertakings.
 - g. **Appendixes** Contains standard set of documents to be submitted along with e-proposal.



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Part I: Instructions to the Bidders

1 STANDARD DEFINITIONS

Assignment/ Job	Means the work to be performed by the bidder pursuant to the Contract.		
BECIL	Means Broadcast Engineering Consultants India Limited, A Government of India Enterprises – Under Ministry of Information and Broadcasting, responsible for shortlisting of agencies as per the requirements of Prasar Bharati.		
Bidder/ Agency	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 Registered Institution/ Autonomous Body of Central/ State Government OR Society Registered under Societies Registration Act who submit their proposals as bidder that may provide or provides the Services to the Prasar Bharti under the Contract.		
Client / Consumer / Customer	Means Prasar Bharati (PB)		
Contract	Means the Contract signed by the Parties and all the attached documents, that is the Standard Conditions, Special Conditions, Terms of References and the Appendices		
Day	Means calendar Day		
E-UniWizard	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.		
Instructions to the bidders	Means the section of the RfP document, which provides		
(Part I of the RfP Document)	bidder with all information needed to prepare their proposals.		
Month	Means Calendar Month		
Party/ Parties	Means, Client/ Successful Bidder as the case may be.		
Personnel	Means professionals and support staff provided by the bidder.		
Proposal	Means the Technical Proposal and the Financial Proposal read separately and also together.		
RfP	Means the Request for Proposal prepared by the BECIL for the selection of Agency for Client.		
Special Conditions of the RfP	Means the section of the RfP document, which provides		



(Part III of the RfP Document)	bidder with assignment specific terms and conditions which will form the part of the contract that will result from this RfP process.
Standard Conditions of the RfP	Means the section of the RfP document, which provides
(Part IV of the RfP Document)	bidder with general terms and conditions which will form the part of the contract that will result from this RfP process.
Terms of Reference (Part II of the RfP Document)	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 results and deliverables of the Assignments/ job.

2 **RFP INFORMATION**

The RfP is for obtaining Technical and Financial bids on-line under 2 bid tendering process for identifying an agency to carry out the Manpower Audit of Prasar Bharati. The salient details are given in sections below:

1.	Name of Assignment	Carrying out Man power audit for Prasar Bharati
2.	Tender Reference No.	BECIL/PB/ManPowerAudit/RfP/02
3.	Tender Type	Open Tender (2 Bid System)
4.	Tender Mode	e-procurement
5.	RfP Release Date	28.05.2018
6.	Pre-bid meeting	11.06.2018 at 1500 Hrs
7.	Last Date of Submission	26.06.2018 by 1500 Hrs
8.	Date of Opening of Proposals	26.06.2018 at 1530 Hrs
9.	Bids to be addressed to	The Chairman and Managing Director
10.	Location of Proposal Opening	Broadcast Engineering Consultants India Limited, 56-A/17, Block-C, Sector -62, Noida -201307 (U.P.)
11.	Name/designation of the contact personnel	Shri W.B. Prasad (General Manager, BECIL) / Shri Pankaj Giri (Assistant Manager, BECIL)
12.	RfP Category	Services
13.	Earnest Money Deposit	₹2,00,000/-
14.	e-tender Processing Fee (non- refundable)	₹ 3,540/-
15.	Proposal Validity period	12 Months from the day of opening of the Proposal
16.	Contact Details of E-Wizard	<u>Mr. Awesh Tyagi: +91-9205898224</u> <u>Mr. Ravikant: +91-9215095555</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 <u>https://becil.euniwizard.com</u> well in advance. Please note that BECIL/ Prasar Bharati 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/ Prasar Bharati 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 <u>https://becil.euniwizard.com</u>
- ✓ 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 <u>https://becil.euniwizard.com</u> Follow the instructions as provided therein. In case of any assistance, you may contact E-Wizard officers whose address is given in the RfP document. <u>Proposal is to be submitted through online mode on website https://becil.euniwizard.com in the prescribed form.</u>

4 E-TENDER PORTAL FEE

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

The EMD (*Earnest Money Deposit*) needs to be deposited in the form of Demand Draft/ Banker's Cheque for an amount of ₹2,00,000/- from any scheduled bank payable at New Delhi in favor of **"Broadcast Engineering Consultants India Limited"**. The EMD shall be deposited at <u>Broadcast Engineering Consultants India Limited, 56-A/17, Block-C, Sector -62, Noida -201307 (U.P.)</u>. The EMD of unsuccessful bidder/s will be returned after acceptance of LoI 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 <u>"TENDER NO. -</u> <u>BECIL/PB/MANPOWERAUDIT/RFP/02" SELECTION OF AN AGENCY FOR CARRYING OUT MAN POWER AUDIT</u> <u>FOR PRASAR BHARATI</u> 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 uploading of proposals.

6 CONDITIONS UNDER WHICH RFP IS ISSUED

- a) This RfP is not an offer and is issued with no commitment. BECIL/ Prasar Bharati reserve the right to withdraw the RfP and change or vary any part thereof at any stage. BECIL/ Prasar Bharati also reserve the right to disqualify any bidder, should it be so necessary at any stage. BECIL/ Prasar Bharati 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/ Prasar Bharati 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/ Prasar Bharati.
- 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 the Prasar Bharati on the basis of this RfP.
- g) No oral conversations or agreements with any official or employee of BECIL/ Prasar Bharati 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/ Prasar Bharati shall be superseded by the definitive contract that results from this RfP process. Oral communications by BECIL/ Prasar Bharati to bidders shall not be considered binding on BECIL/ Prasar Bharati, 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/ Prasar Bharati 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/ Prasar Bharati will be final.



7 PRE-BID MEETING AND CLARIFICATIONS:

7.1 BIDDER'S QUERIES

- i. BECIL in consultation with Prasar Bharati shall hold a pre-bid meeting with the prospective bidders at <u>Prasar Bharati Secretariat</u>, <u>Prasar Bharati House</u>, <u>Copernicus Marg</u>, <u>New Delhi 110001</u>.
- ii. The bidders will have to ensure that their queries for Pre-Bid meeting should reach to Shri Pankaj Giri, AM (BECIL) by email (at <u>pankajgiri@becil.com</u>), preferably on or before 11.06.2018 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/ Prasar Bharati 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/ Prasar Bharati.

7.2 RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM

- i. At any time prior to the last date for receipt of proposals, BECIL/ Prasar Bharati 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.
- ii. The Corrigendum (if any) & clarifications to the queries from all entities will be notified on the e-tendering website.
- iii. Any such corrigendum shall be deemed to be incorporated into this RfP.
- iv. In order to provide reasonable time for taking the corrigendum into account, BECIL/ Prasar Bharati may, at its discretion, extend the last date for the receipt of Proposals.
- v. 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/ Prasar Bharati will not take any responsibility for any lapse whatsoever on account of this issue.

8 CLARIFICATIONS AND AMENDMENTS OF RFP DOCUMENT

a) Bidders may request a clarification on any clause of the RfP document. Any request for clarification must be sent in writing, or by standard electronic means to the BECIL address.
 BECIL/ Prasar Bharati will respond in writing, or by standard electronic means (including explanation of the query but without identifying the source of inquiry) to bidders. Should the BECIL/ Prasar Bharati deem it necessary to amend the RfP as a result of a clarification, it shall do so following the procedure under para b) below.



b) At any time before the submission of proposal, BECIL/ Prasar Bharati may amend the RfP by issuing an addendum in writing or by standard electronic means. The addendum will be binding to all the bidders. To give bidders reasonable time in which to take an amendment into account in their proposals BECIL/ Prasar Bharati may, if the amendment is substantial, extend the deadline for the submission of proposals.

9 PREPARATION OF THE PROPOSALS

At the time of submission of proposal, the bidder has to ensure that each page numbered and is duly signed by the bidder or his duly authorized representative. In case the proposal is signed by the authorized representative, a letter of authorization should be enclosed with the proposal.

a) Proposal Content

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

Proposal must be submitted in prescribed forms (as per Annexures 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/ Prasar Bharati to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. BECIL/ Prasar Bharati 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 Agencies. 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/ Prasar Bharati shall not be responsible for any postal delay or non-receipt/ nondelivery of the documents. No further correspondence on the subject will be entertained.
- iv. BECIL/ Prasar Bharati reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

10 COMPLIANT PROPOSALS/ COMPLETENESS OF RESPONSE

a) Bidders are advised to study all instructions, forms, requirements, annexures 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 and stamp 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 noncompliant 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.

11 SUBMISSION OF THE PROPOSAL

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 submit their proposal (Technical and Financial) online through e-tendering website <u>https://becil.euniwizard.com</u>. Detailed requirements for Technical and Financial Proposal are as follows:

11.1 PROPOSAL REQUIREMENT FOR TECHNICAL BID

Bidders should upload their responses in the following manner

- i. Proposal Submission Letter as per Annexure-1.
- ii. Indemnity Bond as per Appendix-A.
- iii. Copy of duly executed Pre-Bid/ Pre-contract Integrity Pact as per Appendix-C.
- iv. Duly filled and signed profile of bidder as per Annexure-2.
- v. Declaration Letter as per Annexure-3.
- vi. Acceptance Letter as per Annexure-4.
- vii. Information as per Annexure-5, 6 and 7.
- viii. Technical Proposal as per Annexure-8.
- ix. Power-of-attorney/ authorization letter in the name of the signatory of the Proposal submitted in response to this RfP.
- x. Duly signed and stamped copy of RfP.
- xi. Any other document/ undertaking/ information, as required to be furnished under this RfP.
- xii. Documents as mentioned in the Pre-Qualification Criteria of this RfP document.
- **NOTE**: In addition to the Technical Bid, each bidder will be required to make a presentation of its proposal.

11.2 PROPOSAL REQUIREMENT FOR FINANCIAL BID

- Bidders should upload their responses in the following manner
 - i. Financial Proposal as per Annexure-9.

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



12 MODIFICATION AND WITHDRAWAL OF PROPOSAL:

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

13 REJECTION OF RFP:

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. <u>Conditional proposal will be rejected</u>.

14 VALIDITY OF THE PROPOSAL:

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

For all the proposals received before the last date and time of proposal submission, the proposals and accompanying documentation of the qualification proposal will become the property of BECIL/ Prasar Bharati and will not be returned after opening of the qualification proposal. BECIL/ Prasar Bharati 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/ Prasar Bharati 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

The purpose of this RfP is to select an agency for carrying out the Man Power Audit of Prasar Bharati. In this regard, background of Prasar Bharati (PB)/ All India Radio (AIR)/ Doordarshan (DD) and detailed Scope of Work for Man Power Audit are given in paras below.

1.1 ABOUT PRASAR BHARATI

Prasar Bharati is an autonomous body set up by an Act of the Parliament [The Prasar Bharati (Broadcasting Corporation of India) Act, 1990] and comprises All India Radio (AIR) and Doordarshan. Prasar Bharati has its own Secretariat which oversees its two arms All India Radio and Doordarshan in policy matters. It is the largest public broadcaster of the world engaged in broadcasting TV, Radio as well as having its own DTH platform. Presently, Prasar Bharati Secretariat has no sanctioned manpower except for full time Board members. It is running with the manpower drawn from AIR and Doordarshan.

1.2 ALL INDIA RADIO

- a) All India Radio (AIR) has been serving to inform, educate and entertain the masses since its inception. One of the largest broadcasting organisations in the world in terms of the number of languages of broadcast, the spectrum of socio-economic and cultural diversity it serves. AIR's home service comprises 467 stations today located across the country, reaching nearly 92% of the country's area and 99.20 % of the total population. AIR originates programming for music, spoken word and news in 38 languages (Home Services in 23 languages) and 179 dialects.
- b) All India Radio's programme service comprises Capital Stations, Regional stations and Local Radio Stations and Community Radio stations broadcasting on MW, SW and FM Bands. Digital broadcasts on DRM Transmitters have been initiated.
- c) FM Channels catering to both youth and mature audience are a major source of revenue. Some of them broadcast 24/7. National Programmes are produced mostly by AIR Delhi and the rest are produced by different units of Directorate Vividh Bharati – The pan India light entertainment service originated in bulk from Mumbai having centres for local window programming across the country. The National Channel, functioning from Delhi also has a pan India programming. With its transmitters located in difficult terrains, AIR serves the people all along the borders and Left Wing Extremism (LWE) affected areas.
- d) The primary channels and additional channels at select stations broadcasts programmes to inform, educate and entertain (in that order) the people of India through talks, discussions, interviews, reports, live commentaries, drama, music –classical, folk and light etc. Special audiences programmes like youth, women, children, farmers, tribals, industrial workers are served in a variety of formats. At the time of national calamities, AIR Stations have often emerged as the only source of information regarding Government help and relief. Programmes based on themes of Communal Harmony, National Integration, Environmental protection as well as Awareness about Government schemes form an integral part of programmes broadcast from all stations of AIR Network. 05 AIR popular channels and 12



language channels are being live-streamed and are also available on Mobile Applications as well.

- e) Central Sales Unit (CSU) in Mumbai and Commercial Revenue Divisions (CRDs) in 4 metros together with Vividh Bharati Service (VBS)/ Commercial Broadcast Service (CBS) Centres serve as commercial and marketing activity hubs at national and state levels. The Commercial Division at AIR HQs also frames policies as well formulate rate cards for Government, Corporate, Local Business.
- f) The News Services Division (NSD) of All India Radio disseminates news and comments to listeners in India and abroad. From 27 news bulletins in 1939-40, AIR today broadcasts more than 609 bulletins daily of around 61 hours in 92 languages/dialects in the Home, Regional and External Services. Out of these, 89 bulletins are broadcast daily from Delhi in the Home Service in English, Hindi and other Indian languages. The 47 Regional News Units (RNUs) broadcast 474 daily news bulletins in 77 regional languages. In addition to the daily news bulletins, the News Services Division also mounts everyday a number of news-based programmes on topical subjects from Delhi and some other Regional News Units.
- g) NSD of AIR is also very active on the digital platform. Through a robust web platform AIR news division is catering to the news requirement of global audience round the clock and also through its social media platforms. Its Twitter handle @airnewsalert is tweeting news and updates round the clock. The Youtube channel of AIR News is also popular by putting out headlines, videos and special programmes for netizens regularly. Director General, All India Radio has taken the lead in active use of social media platforms such as Facebook, Twitter, You Tube, Instagram etc. DG:AIR is also active in blogosphere.
- h) External Services Division (ESD) of AIR has been a vital link between India and rest of the World, which ranks high among the External Radio networks of the world both in reach and range covering about 100 countries in 27 languages. AIR, through its external broadcasts, aims to keep the overseas listeners in touch with the ethos of India. The languages in which AIR reaches its foreign audience are English, French, Russian, Swahili,Sinhala, Arabic, Persian, Tibetan, Chinese, Thai, Burmese,Baluchi,Dari,Pushtu and Bhasha Indonesia. The services in Hindi, Bangla, Tamil, Telugu, Malayalam, Kannad and Gujarati are directed at overseas Indians, those in Urdu, Punjabi, Sindhi, Saraiki, Sinhala and Nepali are meant for listeners in the Indian sub-continent and immediate neighbourhood. ESD follows a composite pattern that generally comprises News Bulletins, Commentaries, Currents Events and Review of the Indian Press. ESD continues to supply recordings of music, spoken word and composite programmes to about 25 foreign broadcasting organizations under the existing Cultural Exchange Programmes.
- i) Similarly, other AIR channels/stations are also very active on the social media platforms. Most of the channels/stations have Twitter handle, FaceBook, and Youtube channel which update and provide content in various languages, dialects and formats like text, pictorial/graphic representation & info-graphics etc. to netizens regularly.
- j) Civil Construction Wing (CCW) is the civil & electrical engineering arm of Prasar Bharati under administrative control of All India Radio. CCW carries out the construction works as well as maintenance of the existing buildings. CCW not only undertakes works of Prasar Bharati but also many other arms of Ministry of I&B and other organizations.



- k) AIR Archives (Central and North, North-East, East, South and West Regions) with its huge repository of archival material in, both audio and scripts forms, serves the purpose of exchange, research and sale.
- I) Audience Research Units provides qualitative and quantitative feedback to the Programme planners to improve the quality of programmes (wherever required) and modify the programmes according to the needs, tastes and aspiration of the audience. The 46 Audience Research Units of AIR include six Regional Mobile Units (RMU) and one Central Sales Unit and one in Headquarters, New Delhi. Similar structure exists in Doordarshan as well.
- m) Research Department: Undertakes studies for improvement of broadcasting networks in the country including field trials for introduction of New Broadcast Equipment in the network, Propagation studies on radio & television broadcast signal, studies on studio acoustics & acoustic material testing, investigates operational problem of the network and provide solution, undertakes design & development of prototype models of special equipment when needed by AIR & Doordarshan, etc. though it is under the administrative control of AIR, it serves both the verticals; AIR and DD.
- n) The National Academy of Broadcasting and Multimedia (NABM) (New Delhi and Bhubaneswar) along with six Regional Academy of Broadcasting and Multimedia (RABM) impart training to Prasar Bharati Personnel from Programme, Technical and Administrative wings. Officials from broadcasting organizations of some neighbouring developing countries are regular participants in the academy's training programmes. Earlier, it was under Administrative control of AIR, now it is directly under Prasar Bharati and caters to the requirements of both AIR and DD.

1.3 DOORDARSHAN

- a) Doordarshan, the Television arm of the Prasar Bharati is one of the largest broadcasting organisations in the world in terms of the studios and transmitters. Doordarshan has a three tier programme services National, Regional and Local. There are 7 national & international channels & 16 state/regional level channels. Apart from these 23 channels, there are 2 central production centers and 48 other Kendras /Programme Generating Facilities (PGFs), which generate programmes which are beamed on DD National at specific time and also on the Regional Language Satellite Channels. Doordarshan beams programmes through a network of more than 1416 terrestrial transmitters (HPTs, LPTs & VLPTs). There are 67 Doordarshan studios producing TV programmes today.
- b) Out of 7 National channels of Doordarshan, DD News is the only terrestrial cum satellite News Channel of the country. DD News terrestrial reach is 49% by population and 25% by area of the country. DD News is currently producing news content in Hindi, English, Urdu and Sanskrit languages. Over 17 hours of LIVE transmission include telecast of more than 30 news bulletins in these languages.
- c) Besides this 14 Regional News Units of DD News are producing four regional shows in a day which are aired on DD News. The channel also telecast daily three sports bulletins, one business show, daily current affairs programme. Special shows on Health, Youth issues, Cinema, Art & Culture, flagships schemes, communal harmony, employment opportunities, international events, market developments etc. are produced in-house by the News Channel.



- d) DD News is also producing news content for its sister channels i.e. DD National, DD India and DD Urdu. Five bulletins in Hindi/English of 15 minutes duration are being produced daily by news wing for DD National Channel. Recently news wing started producing 10 LIVE bulletins and news scrolling for DD Urdu.
- e) DD News has 30 functional Regional News Units (RNUs) / Bureaus which are broadcasting over 100 news bulletins in 22 languages/dialects.
- f) DD News is also very active on the digital platform. Through a robust web platform DD news is catering to the news requirement of global audience round the clock and also through its social media platforms. Its Twitter handle @DDNewsLive is tweeting news and updates round the clock. The Youtube channel of DD News youtube.com/DDNewsOfficial is putting out headlines, videos and special programmes for netizens regularly.
- g) Other DD channels are also very active on the social media platforms. All channels have Twitter handle, Youtube channel which update and provide news & entertainment content in various format like text, pictorial/graphic representation & info-graphics etc. to netizens regularly.
- h) Doordarshan Commercial Service is an independent wing to co-ordinate all the commercial activities being performed at the Headquarter, Doordarshan Kendras, Marketing Divisions and Development Communication Division (DCD) towards sale of air time as well as collection of revenue from agencies/clients/producers. Directorate Commercial Service (DCS) is responsible for framing of commercial policies and updating of rate card as per inputs received from Marketing Divisions and Regional Kendras with the approval of Prasar Bharati Board. Apart from that Commercial Revenue Divisions (CRDs) are there in DD and AIR which are in direct control of Prasar Bharati.

AIR & Doordarshan have been functioning with the sanctioned strength in various streams for the network which existed even before the formation of Prasar Bharati. However, since 1990's both the organizations have undergone massive expansion at a faster pace and the resources have not kept pace with this. Even, over the period of time new activities like Social Media, Information Technology, Marketing and Public Relations have been added and those activities are being managed with the same staff strength without infusion of any additional regular government staff. DRM Transmitters in AIR have the capacity to broadcast multiple channels from single transmitter. As these DRM Transmitters are proposed to be located across the country, these additional channels would require customized content as per regional needs and aspirations. AIR's role in Disaster Management Communication is also increasing and becoming very specialized. DRM Transmitters will add to the capacity in this regard. Along with this and other Value Added Services (VAS) afforded by DRM Transmitters will require special workforce.

The manpower mix consists of four broad categories i.e. programme staff, technical staff, administrative staff and Consultants. The staff strength break-up and the detailed list of stations of All India Radio & Doordarshan are attached as Appendix-F, G and H respectively.

2 PURPOSE OF THE MAN-POWER AUDIT

An expert Committee under the leadership of Mr. Sam Pitroda was set up to review the functioning of Prasar Bharati in January 2013. The expert Committee was tasked with reviewing the institutional framework of Prasar Bharati and measures needed to ensure technical up-



gradation of the organisation. They had submitted a report on the steps that can be taken to transform the national asset into a truly world-class public broadcasting service, at par with the best in the world.

Recommendations of the Expert Committee concerned with Manpower audit of Prasar Bharati are reproduced below:

"3.2: To undertake a comprehensive manpower audit and HR planning exercise to map workforce requirements for the future in line with Prasar Bharati's mandate."

"3.3: Supplement manpower audit with a re-deployment plan that addresses training, reskilling and promotion of existing manpower through an institutionalised modern appraisal system.

The manpower audit recommended above should be followed by a re-deployment plan and surplus resources should be given the option of re-locating and/or re-skilling. This is inevitable with the gradual obsolescence of the analog terrestrial broadcast system and the onset of digitisation.

Based on these recommendations, Prasar Bharati wishes to select an agency to perform this manpower audit keeping the provisions of Section 11 of the PB Act 1990 in mind.

3 SCOPE OF MANPOWER AUDIT

The Manpower Audit is expected to be a scientific and rational exercise to critically assess the current manpower resources of Prasar Bharati (DD and AIR) and to recommend the future manpower requirements of Prasar Bharati based on:

- a) an understanding of the future Vision and Strategy of Prasar Bharati (DD and AIR),
- b) the current state of Prasar Bharati (DD and AIR)
- c) the current manpower policies of Government of India as applicable to Prasar Bharati and the future direction regarding the same with inputs from Ministry of Information & Broadcasting
- d) the latest state of the art of manpower deployment in the media industry (television and radio)
- e) the global lessons and best practices in optimally leveraging manpower resources by International Public Broadcasters

3.1 THE AUDIT AGENCY NEED TO FOCUS ON THE FOLLOWING

- a) **Understanding of the functioning and processes** at Prasar Bharati HQ, AIR HQ, DD HQ subordinate and field offices and then to have location based study of the structure of different units.
- b) **Undertaking of the workflow** of various establishments like Prasar Bharati HQ, AIR and DD HQ, various DD Channels, Kendras, PGFs, Studios, Terrestrial and Satellite TV transmitters which include HPTs, DMCs, LPTs, VLPTs , DD DTH: Freedish, various AIR Stations, AIR



transmission setup include FM, MW and SW, Relay Transmitters, Digital Transmission, Digital Media wings of AIR & DD and ARUs, Commercial & Sales Divisions, Archives, NABMs and RABMs and document the processes across the organization with a mapping of the roles and functions in each process and the manpower currently deployed to carry out these roles.

- c) Analysis of unique roles (assigned to specific process or common to many processes): There are more than 100 categories of designated posts which have separate functional roles. The analysis is expected to provide an insight to the roles defined in the Manuals and the exact role the deployed personnel are performing identifying gaps, redundancies, if any, in terms of numbers deployed and specialized skills available/needed.
- d) **Workload analysis for all roles:** Every division like programming, engineering and administration has different layers of staffing. Each post/designation has a specific function.

4 DELIVERABLES OF MANPOWER AUDIT

- a) To carry out Current State Analysis of various posts and establishments and to recommend whether these are required to be continued?
- b) To make appropriate recommendations in terms of manpower exact numbers by roles, skills and functional necessity;
- c) Future state blueprint of activities and processes from the point of view of process reengineering. This will include:
 - i. The Agency will suggest the proposed roles and responsibilities of various activities of Prasar Bharati like Prasar Bharati Secretariat, AIR and Doordarshan Directorates, various regional and Zonal offices, News set-up of AIR & DD, various production and transmission installations and other field office with proposed verticals such as Production, Engineering, Sales, Marketing, Administration, Finance etc.
 - ii. A comprehensive report, incorporating the aspects specified above, with specific suggestions on I.T. systems and Technology Automation actions required to be taken to optimize establishments, processes and manpower. Identify the activities which can be outsourced or could be automated.
 - iii. Suggestions on broad norms/ parameters Prasar Bharati can refer for its future manpower planning due to technological changes.
 - iv. In order to optimize the manpower, the lessons and best practices of international public service broadcasters like BBC, NHK etc into consideration.
 - v. The Agency will examine the existing broadcast technologies of Prasar Bharati and categorize them into Obsolete technology and Evolving technology which could lead to the best utilization of the manpower.
 - vi. The agency will suggest mergers and closure of stations in close vicinity, capturing change in technology and all measures to ensure financial prudence.
- d) Manpower planning actionable deliverables to also include:
 - Location-wise/ unit-wise/ function-wise manpower norms in the existing structure & a realignment of the same in terms of qualifications & experience with the posts/ people working in different departments/ functions/ units/ AIR Stations/ DD Channels & HQs etc.



- ii. Specific recommendations for decentralization and synergy between DD and AIR wherever it can be for better utilization of human as well as other resources. AIR and DD generally have separate technical, programme and news setups (installations as well as manpower) even at same place or same buildings. There are four DGs in two organizations (DG AIR, DG DD, DG NSD and DG DD News). This is anomalous setup. There is a need for synergy in the operations of both the organizations. There is also a need for decentralization in decision making with empowerment at all levels to ensure efficient operations in the competitive broadcast environment.
- iii. Determine job wise/ grade wise / level wise manpower requirement/manning norms as per the broadcasting industry practice.
- iv. Specific recommendations on redeployment/re-skilling of manpower- identify the skill gaps and suggest redeployment/re-skilling of manpower in view of changes in broadcast technologies, merger of establishments, and closure of units like CCW and NABM etc. The redeployment of staff may be within Prasar Bharati and if need be, outside Prasar Bharati.
- v. Specific recommendations on the areas requiring re-allocation of manpower.
- vi. Specific recommendations on critical areas which are in urgent need of manpower.
- vii. Identify dying cadres or the posts that are no longer required due to above changes in technology from analog to digital in radio, redundancy of analog terrestrial of TV, outsourcing etc., starting new activities such as digital presence.
- viii. Specific recommendations on an Enterprise Information Model to standardize how manpower data is captured, stored, processed across by information systems across functions, departments, units, locations in the Organisation.
- ix. Specific recommendations on addressing issues related to ageing workforce succession planning and knowledge management. Determine the average age group of employees and to do the manpower mapping for next five years in terms of retirement & subsequent vacancy.
- e) To suggest a revised organisational chart/ organogram for Prasar Bharati Secretariat, AIR & DD and News Units.
- f) To suggest complete process for smooth closure of CCW
- g) To suggest complete process for smooth closure of NABM and transfer of its activities to Indian Institute of Mass Communication (IIMC).
- h) To suggest decentralization requirements for Prasar Bharati; DGs of AIR and DD and Stations/ Kendra Heads need to be adequately empowered to run their set-ups efficiently in view of the fierce competition in broadcasting sector in India.
- i) To suggest measures for creation of a HR function within Prasar Bharati based on industry best practices with extensive use of IT so as to automate the HR processes and less dependent on the manual process and reduce the need of manpower.
- j) Identify the reasons for grievances of various groups of employees and recommend HR policies to address the same.
- k) To suggest uniform HR policy on consultants and Casual Assignees (As media organization, it will be necessary to have consultants or even star anchors who may be taken at high rates from the market. Policy on what activities need consultants. Further, Casual Assignees are also in extensive use in the network without any central database).



- To suggest HR calendar for the year with standardized HR processes for carrying out Performance Management Appraisals for regular staff and consultants and other annual HR functions.
- m) Identify the activities which can be outsourced or could be automated.

5 IMPLEMENTATION AND CHANGE MANAGEMENT

- a) Development of the roadmap for the implementation of transition plans including implementation of manpower re-deployment plans, training, re-skilling activities etc.
- b) Conduct Capacity Building and Knowledge Transfer Sessions for Prasar Bharati's internal management team staff on implementing the manpower planning exercise recommendations.
- c) Development of implementation monitoring dashboard, performance metrics to monitor implementation and benchmarks to assess the same.
- d) Skill development of the existing employees congruent to the requirements of the new technology.

6 SAMPLE SIZE

The sample study will include:

- a) Complete setup of Prasar Bharati Secretariat, AIR Directorate, DD Directorate and Both News Headquarters.
- b) Complete setup of NABM Delhi and Bhubaneswar and two RABMs.
- c) Complete setup of Research Department in Delhi.
- d) Complete Commercial and Sales setup of AIR and DD in Delhi and Mumbai (CRDs, CSU, CBS, DCD, DCS etc.).
- e) Complete social media setups of all four verticals (AIR, DD, AIR News & DD News).
- f) Complete setup of two RNUs each in North, East, West, South and North East Regions of AIR News.
- g) Complete setup of two RNUs each in North, East, West, South and North East Regions of DD News.
- h) Complete setup of Zonal Engineering setup of at least two Zones (which will include both maintenance and project setup).
- i) Complete set up of Central Stores of AIR at Delhi and Central Purchase and Supply Stores of Doordarshan at Delhi.
- j) Complete setup of Central Unit of Audience Research Unit of Doordarshan in Delhi and any two Research Units out of Delhi.
- k) Complete setup of Archives at Delhi and one Zonal Archives outside Delhi.
- I) Complete setup of CCW Headquarters in Delhi and one unit each in North, East, West, South and North-East Zones.
- m) All India Radio:
 - i. Complete setup of ESD AIR in Delhi and at least two transmission facilities outside Delhi.
 - ii. Complete setup of AIR National Channel at Delhi and at least two of its transmission facilities outside Delhi.
 - iii. Complete setup of AIR Delhi Station.



- iv. Complete setup of Vividh Bharati in Mumbai and at least four transmission facilities of Vividh Bharati outside Mumbai including Delhi
- v. Complete setup of Primary Channels in at least one station each in North, East, West, South and North East Regions.
- vi. Complete setup of one FM Gold Channel.
- vii. Complete setup of FM Rainbow in Delhi and 3 other setup outside Delhi.
- viii. Complete setup of Raagam Channel.
- ix. Complete setup of LRS in at least one station each in North, East, West, South and North East Regions.
- x. Complete setup of one Relay Center each in North, East, West, South and North East Regions.
- xi. Complete setup of one Programme Region in North, South, East, West, Central and North-East Regions.

n) Doordarshan:

- i. Complete setup of all seven national channels which are located in Delhi.
- ii. Complete set up of DDK Delhi and CPC Delhi.
- iii. Five Regional channels out of sixteen; one each in North, East, West, South and North East Regions.
- iv. Six more PGFs (not covered under national and regional channels); one each in North, East, West, South and North East Regions (should cover 1 PGF in a state capital, 1 PGF with Transmission and 1 PGF without Transmission).
- v. Complete setup of DTH located in Delhi.
- vi. Complete setup of DTT at Delhi.
- vii. Complete setup of Analogue Transmission at Delhi. Additionally, two HPTs, one DMC, one LPT & one VLPT each in North, East, West, South and North East Regions.
- viii. Complete setup of a Programme Zone outside Delhi.
- Keeping the spread of AIR & DD in mind, it is required to strategically select locations in consultation with Prasar Bharati covering various kinds of establishments across geographical and functional variations.

7 ROLES AND RESPONSIBILITIES

Roles and responsibilities expected of Prasar Bharati and successful bidders are given below:

Prasar	• To coordinate all communications with Successful bidder and other				
Bharati	establishments of Prasar Bharati.				
	To facilitate discussions & meetings with the staff and officers.				
	• To provide documents/ data available with Prasar Bharati which will be helpful in conducting the manpower audit by the successful bidder.				
 To assist successful bidder in accessing the establishments installations) of Prasar Bharati whenever so requeste successful bidder. 					
	• To appoint nodal officers as contact points for the successful bidder in Prasar Bharati Secretariat (PBS), AIR and Doordarshan. These nodal officers will be responsible for making available the documents/ data, access to sites and facilitating discussions/ meeting in PBS, AIR and				



	 Doordarshan respectively. To review the progress of the manpower audit being performed. This would encompass a review of the work on sample check basis. To periodically evaluate successful bidder performance on defined scope of work and deliverables. To review the reports submitted and communicate the acceptance.
Successful Bidder	 Successful bidder shall provide the services in a professional Manner with requisite skill and competence. To appoint Nodal Officer to interact with Prasar Bharati and its other Units for carrying out the manpower audit. To assign and depute required number of staff with adequate education, training, expertise and experience to perform the task as per scope of work and deliverables. To ensure the quality of the audit reviews and adhere to timelines. To continuously monitor the progress of the teams working on the manpower audit assignment for Prasar Bharati. To prepare and submit a progress report fortnightly. To prepare and submit the interim and final reports as specified. To develop the road map for smooth transition as per the recommendations. To help Prasar Bharati in Change Management. Advise Prasar Bharati for setting up of a Programme Management Office.



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 contract concluded with the successful bidder as selected by BECIL. Failure to do so may result in rejection of the proposal submitted by the bidder.

1 LAW:

The 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 EFFECTIVE DATE OF CONTRACT:

The contract shall come into effect on the date of signatures of the Client and the successful bidder on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3 CONFIDENTIALITY:

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 contract. 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.

4 CONFIDENTIAL INFORMATION AND TRADE SECRET:

- a) In connection with the services, which bidder will be providing under this RfP, the bidder may come into contact with confidential matters of each other 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 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 contract conditions.

- c) The bidder further agree 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.

5 **ARBITRATION:**

All disputes or differences arising out of or in connection with the RfP/ contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the RfP/ contract 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-B.

6 PENALTY FOR USE OF UNDUE INFLUENCE:

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.

7 AGENTS/ AGENCY COMMISSION:

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.

8 ACCESS TO BOOKS OF ACCOUNTS:

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.

9 NON-DISCLOSURE OF CONTRACT DOCUMENTS:

Except with the written consent of the BECIL/ Prasar Bharati, bidder shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

10 TERMINATION OF CONTRACT:

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 scheduled date of signing of contract.
- 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 contract.
- 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 (14) of Part III of RfP document.

11 NOTICES:

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.

12 TRANSFER AND SUB-LETTING/ SUB-CONTRACTING:

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 contract to a third party without obtaining the written permission of customer. If any such assignment is made without obtaining the written consent of customer the 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.

13 PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS:

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 contract.

14 FORCE MAJEURE CLAUSE:

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 15 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.

15 RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS

- a) Notwithstanding anything contained in this document, BECIL/ Prasar Bharati 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/ Prasar Bharati 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/ Prasar Bharati, the supplemental information sought by the BECIL/ Prasar Bharati 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/ Prasar Bharati 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/ Prasar Bharati, including annulment of the Selection Process.
- d) BECIL/ Prasar Bharati may terminate the RfP process at any time and without assigning any reason. BECIL/ Prasar Bharati 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/ Prasar Bharati. The bidder's participation in this process may result BECIL selecting the agency to engage towards execution of the contract.

16 AMENDMENTS:

No provision of present 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:

- 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 by 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/ Client.
- 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:

The bidders have to execute (in advance) the 'Pre-Bid/ Pre-Contract Integrity Pact', on a stamp paper of ₹100/-, as per Appendix-C, 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 bid document.



19 BIDDER'S CODE OF CONDUCT AND BUSINESS ETHICS

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
Chairman and Managing Director	:	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 contract concluded with 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):

- 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 within 15 days as per Appendix-D
- c) After submission of PBG, a formal contract (as per Appendix-E) will be signed between Prasar Bharati and successful bidder. <u>Successful bidder has to submit PBG and sign the</u> <u>contract with BECIL within 15 days of issue of LoI.</u>
- d) In case of non-acceptance of the LoI with in the stipulated period, the EMD of the successful bidder shall be forfeited.
- e) Any delay in submission of Performance Bank Guarantee and Signing of Contract can result in EMD being forfeited.

2 TIME LINES:

- a) The successful bidder shall submit the Performance Bank Guarantee and sign the contract with Prasar Bharati **within 15 days of issue of LoI**.
- b) The successful bidder shall start the work, as envisaged in this RfP/ contract, within 10 days from the date of signing of the contract.
- c) The successful bidder has to submit the interim report to Prasar Bharati **within 120 days** from the date of signing of the contract.
- d) The successful bidder has to submit the final report to Prasar Bharati **within 60 days** from the acceptance of the interim report by Prasar Bharati.
- e) Deliverables specified **under the heading** *"implementation and change management"* to be accomplished **within 120 days** from the date of acceptance of the Final Report.

3 CONTRACT PERIOD:

The contract period will be for **12 (twelve) Months** including **4 (four) Months** for Implementation and Change Management as specified in RfP from the date of signing of contract under this RfP.

4 CURRENCY:

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



5 PAYMENT TERMS & SCHEDULE:

- 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 Prasar Bharati.
- 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 Prasar Bharati shall keep a watch on the performance of the bidder and will assess the performance on monthly basis.
- g) Any penalty imposed by Prasar Bharati 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 Prasar Bharati,
 - 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 20% of the contract value will be released after acceptance of the final report of Manpower Audit.
 - iv. The balance 20% will be paid after completion of all deliverables specified in the RfP/ contract.

6 PAYING AUTHORITY:

The payment would be made by Client 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 contract that will result from this RfP process.
- vi. User Acceptance & Satisfactory Services Report.
- vii. Xerox copy of PBG along with 1st bill only.



7 PENALTY AND LIQUIDATED DAMAGES:

- 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/ Client 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/ Client or take any other action as deemed necessary.
- b) The successful bidder shall render services as per scope of work (para 3 of Section II), detailed list of deliverables (para 4 of Section II), implementation and change management (para of Section II) as defined in the RfP/ contract that will result from this RfP process.
- c) The successful bidder is expected to meet all the terms of the RfP/ contract 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 contract, 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 Prasar Bharati, delay beyond the delivery schedule (where applicable) as per contract, will render the bidder liable for penalty at the rate as mentioned in the following paras:
 - i. Successful bidder shall render the services strictly adhering to the timelines as described in the contract. Any delay attributable to the bidder, in the performance of its obligations specified in the timelines, shall attract Penalty at the rate of 0.5% of the total value of the contract per week of delay, subject to a maximum of 10% of the work order value.
 - ii. The successful bidder shall submit PBG and sign the contact within 15 days from the date of issue of LoI. In case of non-acceptance of the LoI or non-submission of the designated PBG with in the stipulated period, the EMD of the successful bidder shall be forfeited.
 - iii. If at any time during performance of the work, successful bidder encounter conditions impeding timely performance of the ordered services, the bidder shall promptly notify Prasar Bharati in writing of the fact of the delay, its likely duration and its cause(s).
- 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, Prasar Bharati may terminate the contract and forfeit the PBG.

8 PERFORMANCE GUARANTEE:

a) Successful bidder to whom LoI 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-D, valid as per point c) below.

- b) Prasar Bharati 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 contract 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 contract.
- d) The PBG will be released (**without any accrued interest**) after the completion of all tasks (deliverables) as assigned in the contract.
- e) In case of any failure/ non-performance of the contract as per the terms and conditions, PBG shall be forfeited/ en-cashed.

9 FALL CLAUSE:

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

- a) The price charged for the services performed under the contract 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 contract 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 contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- c) The bidder shall furnish the following certificate to Prasar Bharati along with each bill for payment for services made against the contract: "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 Contract, at price lower than the price charged to the government under the contract".

10 RISK & EXPENSE CLAUSE:

a) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof,



BECIL/ Prasar Bharati 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 contract, 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 contract, to cancel the contract wholly or to the extent of such default.
- c) In case of a contractual breach that was not remedied within 07 days, BECIL/ Prasar Bharati 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 contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the bidder by Customer.

11 MISC. TERMS & CONDITIONS OF THE CONTRACT:

The bidder shall provide the services as and when required and demanded by BECIL/ Prasar Bharati. 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/ Prasar Bharati. The bidder shall make its own arrangement for commuting the personnel requisitioned, to the BECIL/ Prasar Bharati offices wherever located in the areas of New Delhi/Delhi and back. The bidder will furnish to the BECIL/ Prasar Bharati 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 Exemployer/Police, and also ensure that they possess the requisite technical qualifications and experience for rendering the requisite services to the BECIL/ Prasar Bharati. 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/ Prasar Bharati shall not be responsible for any such liability. The bidder shall undertake to indemnity the BECIL/ Prasar Bharati 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/ Prasar Bharati 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/ Prasar Bharati from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the BECIL/ Prasar Bharati. 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/



Prasar Bharati 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/ Prasar Bharati has to bear such liabilities on unforeseen circumstances/occasions, BECIL/ Prasar Bharati 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/ Prasar Bharati, so that the assigned work of the BECIL/ Prasar Bharati does not suffer. BECIL/ Prasar Bharati 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/ Prasar Bharati and/or property of the BECIL/ Prasar Bharati 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/ Prasar Bharati shall be free to provide the same and BECIL/ Prasar Bharati 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/ Prasar Bharati 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/ Prasar Bharati shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the bidder, etc. BECIL/ Prasar Bharati 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:

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/ Prasar Bharati 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/ Prasar Bharati 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/ Prasar Bharati 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/ Prasar Bharati's 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/ Prasar Bharati 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:

- a) 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 6.1 of Section V. If a bid is not accompanied with all necessary documents, it may be summarily rejected.
- b) Only the bidders who fulfills 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:

- 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 will be asked to give demonstration/ presentation on their understanding of the scope of work.
- c) Each technical proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a Technical Score of 65 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:

Financial bids will be opened only for the agencies who get a **Technical Score of 65 or more**. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

5 SELECTION OF THE SUCCESSFUL BIDDER:

- a) Selection procedure would be made on the basis of Price Based System Least Cost Selection.
- b) Cut off to qualify for financial round: 65 Marks
- c) The LoI will be issued to the bidder who has quoted the lowest price for carrying out the Manpower audit of Prasar Bharati.

6 EVALUATION CRITERIA:

6.1 **PRE-QUALIFICATION EVALUATION CRITERIA:**

S. No.	Criteria	Supporting documents to be submitted	Compliance (Yes/ No)
1.	Registration:	Copy of Certificate of	



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S. No.	Criteria	Supporting documents to be submitted	Compliance (Yes/ No)
	Bidder Should be company registered under Companies Act 1956/2013 OR Firms registered under Limited Liability Partnership Act, 2008 OR Registered Institution/ Autonomous Body of Central/ State Government OR Society Registered under Societies Registration Act	Incorporation along with Memorandum and Articles of Association in case bidder is company registered under Companies Act. OR Registration certificate of LLP in case bidder is LLP. OR Copy of Registration Certificate of Institution/ Autonomous Body of Central/ State Government OR Copy of Registration Certificate under Societies Registration Act, 1860 in case bidder is Society AND Signed and Stamped Form as per Annexure-2	
2.	Business Turnover: Bidder should have an annual turnover of at least ₹ 50 (Fifty) Crores from consulting services in India (excluding revenues from IT consulting, risk advisory, and financial/ transaction advisory) in each of the last three consecutive financial years i.e. 2014- 15, 2015-16 and 2016-17. OR Size and Financial Solvency for Institutes/ Autonomous Bodies of Central/ State Government/ Societies: Bidder should be an organization with a minimum turnover of ₹ 5 Crore from consulting/ advisory services in India (excluding revenues from IT consulting, risk advisory, and financial/ transaction advisory) in each of the last 3 (Three) years i.e. FY 2014-15, FY 2015-16 and FY 2016-17.	Copies of the audited Balance sheets duly audited by the statutory auditors of the Company. AND Certificate from Statutory Auditor regarding turnover as asked in the clause. AND Signed and Stamped Form as per Annexure-5	
3.	Net Worth Certificate: For Companies/ LLPs, the Net-Worth of the bidder should be positive in Last 3 (Three) years i.e. FY 2014-15, FY 2015-16 and FY 2016-17	Net worth Certificate as certified by the statutory auditors or Audited report for the FY 2014-15, FY 2015-16 and FY 2016-17 shall be submitted. AND Signed and Stamped Form as per Annexure-5	



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S. No.	Criteria	Supporting documents to be submitted	Compliance (Yes/ No)
4.	Mandatory Certificates/ Undertakings		
	 Bidders should not have been blacklisted by any of the Central Government or State Government or any organisation under Central/ State Government. Should not have been found guilty of any criminal offence by any court of law in India or abroad. 	Undertaking on a non- judicial stamp paper of ₹ 100/- certified by Notary.	
	ii. Bidder, its directors and officers should not have 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 not have been otherwise disqualified pursuant to debarment proceedings	Undertaking on a non- judicial stamp paper of ₹ 100/- certified by Notary.	
	 iii. Bidder should not have a conflict of interest in the procurement in question as specified in the bidding documents. Comply with the code of integrity as specified in the bidding document 	Self-Declaration / Certification on letter head	
	iv. 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".	Undertaking on a non- judicial stamp paper of ₹ 100/- certified by Notary.	
5.	Experience of conducting Man-Power Planning OR Human Resource Optimization OR Organization and Human Resource Reviewing/ Planning (completed projects) for at least 3 (Three) Organisations in the last 5 years; out of these at least 1 (One) such organization should be Department OR Public Sector Undertaking OR Autonomous Body OR Public Private Partnership entity of Central/ State Government. The minimum value of each of such project should be ₹ 20 (Twenty) Lakhs. The total value of all such projects should not be less than ₹ 100 Lakhs (Rupees one hundred lakhs).	Copy of work order OR engagement letter OR contract OR performance certificate from the customer certified by Statutory Auditor. AND Signed and Stamped Form as per Annexure-6	
6.	Experience in Media sector:	Copy of work order OR	



S.	Criteria	Supporting documents to	Compliance
No.		be submitted	(Yes/ No)
	The bidder should have completed at least 1 (One) media sector consultancy project with minimum value of ₹ 30 (Thirty) Lakhs in the last 8 years.	engagement letter OR contract OR performance certificate from the customer certified by Statutory Auditor. AND Signed and Stamped Form as per Annexure-6	

6.2 TECHNICAL EVALUATION CRITERIA:

S.	Evaluation Criteria	Max Marks
No.		
a.	Relevant Experience	40
b.	Key Personnel	25
с.	Technical Capability (based on Technical Proposal & Presentation)	35
	Total Marks	100

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

S. No.	Evaluation Criteria	Scoring	Max Marks
i.	Proven experience of conducting Man-Power	2 Projects: 6.5 marks	10
	Planning OR Human Resource Optimization	3-4 Projects: 8.5 marks	
	OR Organization and Human Resource	5 or more Projects: 10 marks	
	Reviewing/ Planning (completed projects) in		
	the last 5 years; (Minimum required: 2 (Two) projects)		
ii.	Proven experience of conducting Man-Power	1 Project: 6.5 marks	10
	Planning OR Human Resource Optimization	2-3 Projects: 8.5 marks	
	OR Organization and Human Resource	4 or more Projects: 10 marks	
	Reviewing/ Planning (completed projects) for		
	Department OR Public Sector Undertaking OR		
	Autonomous Body OR Public Private		
	Partnership entity of State or Central		
	Government in the last 5 years; (Minimum		
	required: 1 (One) project)		
iii.	Proven experience of media sector	1 Project: 6.5 marks	10
	consultancy project (completed projects) in	2-3 Projects: 8.5 marks	
	the last 8 years; (Minimum required: 1 (One) project)	4 or more Projects: 10 marks	
iv.	Proven experience of conducting Man-Power	Nil Project: 0 marks	10
	Planning OR Human Resource Optimization	1 Project: 4.0 marks	
	OR Organization and Human Resource	2-3 Projects: 7.0 marks	
	Reviewing/ Planning (completed projects) for Media Organization in the last 8 years;	4 or more Projects: 10 marks	
v.			



S. No	Evaluation Criteria	Scoring	बासल Max Marks
vi.		SUB TOTAL 6.2.1	40

6.2.2 Proposed Team Members* (based on the CVs submitted):

S. No.	Evaluation Criteria	Scoring	Max Marks
i.	Profile of Media Expert:	Experience	2
	Qualification: Desirable MBA or	Less than 10 years: 0 marks	
	equivalent qualification	10-12 Years: 0.5 marks	
	Minimum Expert required: 1 No.	12-14 Years: 1 marks	
		Above 15 Years: 2 marks	
		Qualification	1
		Graduate Without MBA: 0 marks	
		Graduate With MBA or equivalent	
		qualification: 1 marks	
		Media Projects	2
		1 Project: 0.5 marks	
		2-3 Projects: 1 marks	
		4 or more Projects: 2 marks	
		HR Projects	1
		Nil Projects: 0 marks	
		1 Project: 0.5 marks	
		2 or more Projects: 1 marks	
ii.	Profile of HR Expert:	Experience HR Expert 1	2
	Qualification: MBA or equivalent	Less than 10 years: 0 marks	
	qualification	10-12 Years: 0.5 marks	
	Minimum Expert required: 2 No.	12-14 Years: 1 marks	
		Above 15 Years: 2 marks	
		HR Projects HR Expert 1	2
		1-2 Project: 1 marks	
		3 or more Projects: 2 marks	
		Government Projects HR Expert 1	1
		Nil Projects: 0 marks	
		1 Project: 0.5 marks	
		2 or more Projects: 1 marks	
		Experience HR Expert 2	2
		Less than 10 years: 0 marks	
		10-12 Years: 0.5 marks	
		12-14 Years: 1 marks	
		Above 15 Years: 2 marks	
		HR Projects HR Expert 2	2
		1-2 Project: 1 marks	
		3 or more Projects: 2 marks	
		Government Projects HR Expert 2	1
		Nil Projects: 0 marks	_
		1 Project: 0.5 marks	



S.	Evaluation Criteria	Scoring	बसिल Max
No.			Mark
		2 or more Projects: 1 marks	
iii.	Profile of Project Management Expert:	Experience	2
	Qualification: MBA or equivalent	Less than 10 years: 0 marks	
	qualification + Desirable PMP certified	10-12 Years: 0.5 marks	
	Minimum Expert required: 1 No.	12-14 Years: 1 marks	
		Above 15 Years: 2 marks	
		Qualification	1
		MBA or equivalent qualification	
		Without PMP: 0 marks	
		Graduate With PMP: 1 marks	
		Consultancy Projects	2
		1-2 Projects: 0.5 marks	
		3-4 Projects: 1 marks	
		5 or more Projects: 2 marks	
		Media Projects	2
		Nil Project: 0 marks	
		1-2 Projects: 1 marks	
		3 or more Projects: 2 marks	
		HR Projects	2
		Nil Projects: 0 marks	
		1-2 Projects: 1 marks	
		3 or more Projects: 2 marks	
iv.			
v.		SUB TOTAL 6.2.2	25

* Note: 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 proposed manpower audit. Any such change, if required, shall be made after the approval of Prasar Bharati.

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

S .	Evaluation Criteria	Scoring	Max
No.			Marks
i.	 Understanding ToR Basic understanding of the Organization (Prasar Bharati and its subordinate offices) Understanding the Objective and purpose of the work Understanding of Requirements 	Evaluation will be based upon the proposal submitted and presentation by the bidder	10
	 Understanding Focus Areas Understanding the deliverable 		
ii.	Detailing of Approach & Methodology and Acceptability	Evaluation will be based upon the proposal submitted and presentation	10



S. No.	Evaluation Criteria	Scoring	Max Marks
	 Detailing of the Approach and Methodology to meet the requirements of ToR and deliverables Relevance of the Approach and Methodology Practicability of the Approach and Methodology 	by the bidder	
iii.	 Detailing of Work Plan Details of the Work Plan to meet deliverables Details of phases and duration of the work Proposed Milestones for the work 	Evaluation will be based upon the proposal submitted and presentation by the bidder	15
iv.		SUB TOTAL 6.2.3	35



Annexures

1 ANNEXURE 1: PROPOSAL SUBMISSION 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: Submission of the Proposal for <insert RfP Name> <RfP No.>

Dear Sir,

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



1.	Name of Bidder	
2.	Type of firm	[Please submit the copy of
		Registration Certificate]
3.	Address of correspondence	
4.	Year of establishment	
5.	Permanent Account Number (PAN) of the Bidder	[Please submit the copy of PAN]
6.	GSTN Registration No. of the Bidder	[Please submit the copy of GSTN]
7.	EFP Registration Certificate	[Please submit the copy of certificate]
8.	ESIC Registration Certificate	[Please submit the copy of certificate]
9.	Status of Income Tax Return of Last 3 years	[Please submit the copy of
	FY 2014-15	acknowledgement of Income
	FY 2015-16	Tax Return]
	FY 2016-17	
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:



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/ Prasar Bharati to inspect my records to ascertain the above facts.
- iii. I permit BECIL/ Prasar Bharati to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by BECIL/ Prasar Bharati, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of BECIL/ Prasar Bharati regarding Engagement.
- vi. I have read & understood the RfP document and agree to all the terms & conditions stated therein.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



Τo,

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. <u>I/We hereby unconditionally accept the RfP conditions of RfP document in its entirety for</u> 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/ Prasar Bharati 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/ Prasar Bharati asks for bribe/ gratification, I/We will immediately report it to the Appropriate Authority'.

Yours sincerely, (Authorized Signatory)

Signature: Name: Designation: Address:



S. No.	Financial Year	Net- worth Status (Positive/ Negative)	Whether Profitable (Yes/ No)	Annual Profit Before Tax (in INR)	Overall Annual Turnover (in INR)	Annual Turnover from ONLY consulting services in India (excluding revenues from IT consulting, risk advisory, and financial/ transaction advisory) (in INR)
1	2014-15					
2	2015-16					
3	2016-17					

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



A. Experience of conducting Man-Power Planning OR Human Resource Optimization OR Organization and Human Resource Reviewing/ Planning (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. Media sector consultancy project (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 to be submitted along with the proposal)

(Authorized Signatory) Signature:

Name: Designation: Address:



7.1 LIST OF PROPOSED TEAM

The bidder shall propose and justify the structure and composition of team that will be responsible for the work of Manpower Audit for Prasar Bharati. 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 proposed manpower audit. Any such change, if required, shall be made after the approval of Prasar Bharati.

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

(**Note:** Curriculum Vitae of the Key Personnel as per para 7.2 of Annexure 7 to be submitted along with the proposal)

(Authorized Signatory)	
Signature:	

Name: Designation: Address:



7.2 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:



8 ANNEXURE 8: 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 five sections:

a) Understanding of the Terms of Reference and Deliverables:

In this section bidder shall explain their understanding of the objectives of the work and requirements as envisaged in this RfP document. Bidder shall explain the understanding of focus areas and their importance for undertaking the assignment.

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.

c) Work Plan:

The bidder shall propose and justify the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Prasar Bharati), and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology showing understanding of the scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

d) Implementation and Change Management:

The bidder shall propose and justify as to how it will handle the implementation and change management as a consequence of the recommendations of the manpower audit.

e) Proposed Team:

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

(Authorized Signatory)
Signature:

Name: Designation: Address:



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.

A. For carrying out Manpower Audit for Prasar Bharati as per Terms of Reference and Deliverables mentioned in the RfP document:

S. No.	Item	Qty.	Unit	Unit Rate	Total Amount (without GST)
1.	Manpower Audit for Prasar	1	Job		
	Bharati as per Terms of Reference				
	and Deliverables mentioned in				
	the RfP document				
2.		Applica	ble GST	(Tax Code/s)	
3.		Applica	ble GST	(Tax Rate/s)	

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

₹	(in numerals) (excluding GST)
Rupees	(in words) (excluding 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:



Appendixes

1 APPENDIX A: INDEMNITY BOND

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

- 1. _____ (Name & address of the bidder) _____ indemnify BECIL/ Prasar Bharati 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/ Prasar Bharati 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.
- _____ (Name & address of the bidder) _____ indemnify BECIL/ Prasar Bharati 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:	



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.



[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 ____2017, between, on one hand, Prasar Bharati acting through Shri (<u>Designation of the officer</u>), Designation (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 precontract 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. <u>Previous Transgression</u>

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. <u>Sanctions for Violation</u>

- 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. <u>Independent Monitors</u>

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).



- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the Chief Executive Officer (CEO) of the BUYER Corporation.
- 8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. 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 CEO 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. <u>Validity</u>

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_____



4 APPENDIX D: FORMAT FOR PERFORMANCE BANK GUARANTEE

Performance Bank Guarantee

In consideration of the Prasar Bharati (India's Public Service Broadcaster), (hereinafter called "Prasar Bharati") having issued Letter of Intent dated < insert date of Lol > to < insert Name of Bidder > (hereinafter called the "Agency") for "carrying out manpower audit for Prasar Bharati" 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 Prasar Bharati for an amount equal to 10% (Ten Percent) of the contract value, from any nationalized bank of 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 Prasar Bharati 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 Prasar Bharati 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 Prasar Bharati needing to prove or to show grounds or reasons for demand of the sum specified therein. Any such demand made on us by Prasar Bharati shall be conclusive in all its respects, including the amount due and payable.
- 2. We declare that Prasar Bharati's demand in writing as aforesaid will be unquestionably binding upon us, our liability arising upon written demand of Prasar being absolute, unqualified and irrevocable until the sum as demanded therein is paid to Prasar Bharati in full. We hereby waive the necessity of Prasar Bharati demanding the said amount from the Agency before presenting us with the demand.
- 3. We undertake unconditionally and irrevocably to make payment to Prasar Bharati of the sum demanded in the aforesaid written demand, irrespective of any dispute between Prasar Bharati and the Agency under the Contract.
- 4. We further agree that Prasar Bharati 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 Prasar Bharati to the Agency as to payment, time, performance or otherwise.



- 6. We waive in favour of Prasar Bharati 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 Prasar Bharati
 - 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)



5 APPENDIX F: BRIEF DETAILS OF TOTAL STRENGTH OF DD AND AIR

	All India Radio	Doordarshan	Total
Sanctioned Strength	26129	20627	46756
Filled Up *	12549	13308	25857
Vacant	13580	7319	20899

 Table 1: Staff Position in Prasar Bharati as on 07.05.2018)

Table 2: Programme Cadre Incumbency in AIR

S. No.	Name of the Post	Sanctioned	In Position	Vacant
1	ADG/SAG level (JS Pay Scale)	18	0	18
2	DDG/Director JAG(NFSG)	97	10	97
3	Deputy Director/STS (US Pay Scale)	265	1	264
4	Assistant Director/JTS	262	1	261
5	PEX	1122	912	210
6	TREX	1273	408	865
	Total	3037	1332	1715

Table 3.	Programme	Cadre	Incumhence	v in DD
TUDIE J.	FIOGIUIIIIIE	Cuure	incumbenc	y 111 DD

S. No.	Name of the Post	Sanctioned	In Position	Vacant
1	ADG/SAG level (JS Pay Scale)	12	2	10
2	2 DDG/Director JAG(NFSG)		1	62
3	Deputy Director/STS (US Pay Scale)	134	0	134
4	Assistant Director/JTS	187	1	186
5	PEX	451	188	263
6	TREX	124	74	50
7	Production Assistant	366	101	265
	Total	1337	367	970

Table 4: Technical Cadre Incumbency in AIR/ DD/ PB

S. No.	Name of the Post	Sanctioned	In Position	Vacant
1.	HAG/ Eng-in-Chief	2	1	1
2.	SAG/CE	21	17	4
3.	JAG/Sup-Engg	139	115	24
4.	STS/STS(NFSG)	568	362	206



				बासल
5.	JTS	659	28	631
6.	Assistant Engineer	1974	1354	620
7.	Sr. Engineering Assistant	2268	1563	705
8.	Engineering Assistant	4602	3567	1035
9.	Sr. Technician	1884	1741	143
10.	Technician	3262	2480	782
11.	Mast Technician	102	57	45
12.	Diesel Technician	140	109	31
13.	Diesel Engine Driver	131	30	101
14.	Helper	2435	1243	1192
	Total	18187	12667	5520

* Note: The total staff in position, as on 07.05.2018, is reflected as 25857 under Tables 1 of Appendix F of RfP. Further, the Tables-2, 3 & 4 do not capture data regarding all categories of posts/ incumbency in Prasar Bharati. Only certain posts/ incumbency in Programme and Engineering cadres are reflected in ibid tables. For example, Posts from Administrative cadre are not shown in this Appendix. However the scope of the Manpower Audit includes all categories of posts existing in Prasar Bharati.



1.	DD Channels / PGFs	67
	i National Channels	07
		(DD National, DD News, DD Bharati, DD Urdu, DD
		Sports, DD Kisan, and DD India)
	ii Regional Satellite Channels	16
		(In North – DD Kashir, DD Punjabi, DD UP, DD
		Rajasthan,
		In South – DD Saptagiri, DD yadagiri, DD
		Chandana, DD Malayalam, DD Podhigai,
		In East & NE – DD Bangla, DD Odia, DD Bihar, DD
		North East,
		In West- DD Sahyadri, DD Madhya Pradesh, DD
		Girnar)
	iii State Terrestrial Network	12
		(DD Delhi, DD Haryana, DD Uttarakhand, DD
		Himachal, DD Chhatisgarh, DD Nagaland, DD
		Jharkhand, DD Meghalaya, DD Arunachal, DD
-		Tripura, DD Manipur and DD Mizoram)
2.	No. of Transmitters:	1416
	i HPTs:	
		(DD 1-132, DD News -73, DD Regional- 6, DTT -17)
	ii LPTs:	806
		(DD 1 -720, DD News -78, DD Regional -8)
	iii VLPTs:	368 (DD 1, 350, DD Nows, 17, DD Regional, 03)
		(DD 1 -259, DD News -17, DD Regional -92) 14
	iv Transposers:	(All for DD 1)
3.	Geographical & Population Coverage	,
э.	ocographical & ropulation coverage	-

3. Geographical & Population Coverage By Area (%)

	By Area (%)	By Population (%)
DD 1	81.6%	92.5%
DD News	25.7%	49.4%

4. Free-to-air DTH of Doordarshan "DD Free Dish"

DTH Earth station is located at Todapur & there is an earth station in Raipur too. Doordarshan launched its free-to-air DTH service "DD Free Dish" (Earlier DD Direct+) in December, 2004 with a bouquet of 33 TV channels. Capacity of DTH Platform was subsequently augmented to 59 TV channels. Upgradation of Doordarshan's DTH Platform "DD Free Dish" from 59 to 104 channels completed in Dec, 2014. Presently, 80 Free-to Air (FTA) TV channels are available on DTH platform. After implementation of Indian Conditional Access System (iCAS), number of channels will be increased to 104 TV channels.



7 APPENDIX H: DETAILS OF ALL INDIA RADIO NETWORK

1.	AIR Stations in the country	421
	i Primary Channels	117
	ii FM Rainbow Channels	23
	iii FM Gold Channels	5
	iv Local Radio Stations	86
	v Community Radio Stations	5
	vi Relay Centres	201 (Incl.169 Nos. of 100 W FM Relay Centres)
	vii AIR Stations having FM	391
	Transmitter (s)	
	viii Vividh Bharati Centres	41
	ix Transmitting Centres for	11
	External services	
2. Number of Transmitters:		610
	i Medium Wave:	140
	ii Short Wave:	48
	iii FM (Incl. 195 Nos. of 100 W FM	422
	Transmitters):	
3.	Broadcast Coverage (as per installed of	capacity)
		By Area (%) By Population (%)
	By Primary Grade Signal (MW +	92.00% 99.20%
	FM)	
	By FM Signal Only	34.00% 47.00%
	By MW Signal only	90.65% 98.40%
4.	Captive Earth Stations	32
5.	Studios	222
6.	RNU	47
7.	AIR's DTH Channels	32
8.	Live streaming of AIR Channels	13