
REQUEST FOR PROPOSAL

BECIL/DD/Transform-DD/RFP/01

October 21, 2016

Appointment of Consultant for

“Transformation of Doordarshan as a leading Public Service Broadcaster”

Broadcast Engineering Consultants India Ltd. (BECIL) an ISO 9001:2008 certified, Mini Ratna public sector enterprise of Government of India under Ministry of Information and Broadcasting intends to appoint a consultancy agency on behalf of Doordarshan for driving Transformation of Doordarshan as a leading Public Service Broadcaster.

Accordingly, BECIL invites Requests for Proposal (RFP) from interested consultants for the same.

The RFP document providing the Terms of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available on the web sites www.becil.com and www.tenders.gov.in.

The schedule for receipt of the application is as follows:-

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|------|---------------------------------------|---|---------------------------------------|
| i) | Issue of RFP notification | : | October 21, 2016 |
| ii) | Receipt of queries from bidders | : | November 2, 2016 |
| iii) | Response on queries / pre-bid meeting | : | November 4, 2016 |
| iv) | Submission of proposals | : | November 15 2016 by 1300 Hrs. |
| v) | Opening of technical bids | : | November 15, 2016 at 1530 Hrs. |
| vi) | Presentation by bidders | : | To be intimated |
| vii) | Opening of Financial bids | : | To be intimated |

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

Reputed and interested consulting firms/consortia may download the RFP from the above website and send in their response to *Mr. W. B. Prasad, General Manager, Broadcast Engineering Consultants India Ltd., 56-A/17, Block-C, Sector-62, Noida-201 307 (U.P).*

RFP document can be downloaded from the site www.becil.com or www.tenders.gov.in or can be obtained from Corporate Office: *BECIL Bhawan, 56-A/17, Block-C, Sector-62, Noida-201307, Uttar Pradesh* on payment of INR 10,000/- in cash or through demand draft in favour of Broadcast Engineering Consultants India Ltd. and payable at New Delhi.

Along with technical bid, the Bidder shall ensure submission of proof of payment for fee of INR 10,000/- (non-refundable) for purchase of tender document in the form of cash receipt or bank draft for tender documents downloaded from site otherwise bid is liable to be rejected.

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General Manager

"Transformation of Doordarshan as a leading Public Service Broadcaster"

1. Background

BECIL, a Public Sector Enterprise, under the Ministry of Information and Broadcasting, on behalf of Doordarshan, invites proposals from eligible consultancy agencies for the providing consultancy services for driving "Transformation of Doordarshan as a leading Public Service Broadcaster". BECIL has been engaged by the Doordarshan to undertake the bid process management and execute this project in coordination with Doordarshan.

Doordarshan (DD) (referred to as the "client") is India's public service broadcaster – a division of Prasar Bharati under the aegis of the Ministry of Information and Broadcasting (I&B). It is one of the largest broadcasting organizations in the world in terms of studios and transmitters, and no private or foreign TV channel in India can compare with it in terms of its reach to ~90% of the total population. It provides television, radio, online and mobile services throughout India and also overseas.

DD offers 23 channels to its audience in national, regional and international platforms as follows:

- a. 2 exclusive terrestrial channels – DD National and DD News also in satellite/ Cable TV and DTH modes.
- b. 4 channels – DD Bharti, DD Sports, DD Urdu and DD Kisan on satellite/ Cable TV and DTH platforms.
- c. 16 Regional language satellite and DTH channels.
- d. 1 International channel- DD India

For many years, DD had monopoly over television, but in the last couple of decades, post introduction of cable television and private broadcasters, DD's viewership has significantly declined. In particular, for the younger generation and urban populations, who have access to a large number of private TV channels as well as internet and social media, DD is not target media. Given the potential television has, not just commercially but also as a means for socio-economic transformation, it's critical to revitalize Doordarshan and develop it into a powerful and commercially successful organization of mass communication.

2. Objective

Doordarshan is committed to transform itself into a highly successful medium of mass communication. The objective of this RFP is to engage a consulting firm to support Doordarshan in achieving this transformation goal by undertaking a comprehensive view on the projects and initiatives to be executed by Doordarshan. To this end, the Consultant shall engage all stakeholders to form a comprehensive picture of current difficulties in Doordarshan and prepare a solution map for addressing them. The Consultant will identify areas for "quick wins" and further help Doordarshan to plan implementation for each of them including the goals, key activities and deliverables,

timelines, and funding and people requirements. The Consultant shall also assist Doordarshan in developing a long term, strategic roadmap and implementation plan. The RFP document provides the Terms of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats and for easy understanding has been divided into following sections:

Section 1	:	Instructions to Consulting Firms
Section 2	:	Terms of reference
Part I	:	Objective & Scope of Services
Part II	:	TOR, Terms & Conditions
Section 3	:	
Technical Proposal	:	Standard Forms & Other Undertakings
Financial Proposal	:	Standard Forms

Section 1

(Instructions to Consulting Firms)

1. Standard Definitions

- (a) “Employer” means Broadcast Engineering Consultants India Ltd. (BECIL) which has sought the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Client” means Doordarshan (Prasar Bharti)
- (c) “Consultant” means any interested and eligible firms (LLP) /companies registered under Companies Act who submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (e) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the Government of India.
- (h) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (l) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract. “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section-2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignments/job.

2. Introduction

- 2.1 The Employer will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Part II of Section 2.
- 2.2 The name of the assignment/job has been mentioned in Section 1. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 2.

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- 2.3 The date, time and address for submission of the proposals have been given in Section 1.
 - 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Section 1. The Proposal will be the basis for signed Contract with the selected Consultant.
 - 2.5 The Employer will provide to the Consultants the inputs and facilities specified in the Section 2 without any cost and make available relevant project data and reports.
 - 2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

- 3.1 If the Consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II of Section 2. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.
- 3.2 A consultant may associate with consultants and/or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II of Section 2. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has submitted the proposal and employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the associations of the consultants. The selected consultant shall be responsible and liable to the Employer for every aspect of their proposal, contract, etc.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Section 1 before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II of

Section 1. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.

- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoiding conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project and any of its affiliates shall be disqualified from providing consulting Assignment/ job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project and any of its affiliates shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography and satellite imagery.

Conflicting Assignment/job: A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer.

Conflicting relationships: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection

process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time later, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

- 6.1. If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Procedure for Proposal/Bid Submission

- 7.1. Consultants shall only submit one proposal each. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- 7.2. The proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.
- 7.3. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 7.4. Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section 3. The section 3 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section 3). Form TP-1 in Section-3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- a. A brief description of the consultant's organization and in the case of a consortium/joint venture of each partner, will be provided in Form TP-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide credentials/details of experience of assignments which are similar to the proposed assignment/job as per the

terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of confidentiality agreements with clients, a self-certification from the Managing Director of the consultant should be provided.

- b. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment/job; and on requirements for facilities including administrative support, office space, data, etc. to be provided by the Employer (Form TP-3 of Section 3).
 - c. A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects; technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TP-4 of Section 3. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.
 - d. CVs of the Professional staff as mentioned above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TP-5 of Section 3).
- 7.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 7.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal will be submitted for phase 1 (first 2 months). If the extension is given by the competent authority for Phase 2 (subsequent months), the same quote of Phase 1 will be considered for Phase II as well. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

8. Proposal Validity

The proposal shall be valid for 180 (one hundred and eighty) days from the date of opening of the proposal.

9. Taxes

The consultant shall fully familiarize themselves about the applicable Domestic taxes (such as Value Added, services, income taxes, fees, levies, etc.) on amount payable by the employer under the contract.

10. Currency

Consultant shall express the price of their Assignment/Job in Indian Rupees.

11. Earnest Money Deposit (EMD) and Performance Bank Guarantee

11.1. Earnest Money Deposit

- i. An EMD of INR 2,50,000/- (Indian Rupees Two Lakh and Fifty Thousand only), in the form of Demand Draft (DD) drawn in favour of Broadcast Engineering Consultants India Limited, payable at New Delhi has to be submitted along with the proposal.
- ii. Proposal not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within 45 days after the assignment of bid to the successful bidder.

11.2. The EMD shall be forfeited by the Employer in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the first successful consultant refuses to enter into contract for award of work.

11.3. Performance Bank Guarantee

The successful bidder will have to submit Performance Bank Guarantee equivalent to 5% of value of project awarded within 15 days of the award of work order with validity period till completion of Assignment/Job plus 03 months. This performance bank guarantee would be forfeited by the employer in case of unsatisfactory performance of assignments.

12. Submission, Receipt and Opening of Proposal

- 12.1 The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person who signed the proposal must initial

such corrections. Submission of letters for both Technical and Financial Proposals should respectively be in the format of TP-1 of Section 3 & FP-1 of Section 3

- 12.2 An authorized representative of the consultants shall initial all pages of the original Technical and Financial Proposals. **The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign.** The signed Technical and Financial Proposals shall be marked “ORIGINAL”. Unsigned documents are liable to lead to rejection of the proposal.
- 12.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”. Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment/ job. The envelope containing the Technical Proposal, Financial Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “**DO NOT OPEN BEFORE 15/11/2016**”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**
- 12.4 The Proposal must be sent to the address indicated in the Section 1 and received by the Employer no later than the time and the date indicated in the Section 1 or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

13. Proposal Evaluation

- 13.1 From the time the proposals are opened to the time contract is awarded, the consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of that consultant’s proposal.
- 13.2 The employer will constitute a Selection Committee which will carry out the entire evaluation process.
- 13.3 Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 13.4 The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.
- 13.5 Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by employer in the presence of the consultants’ representatives.

14. Technical Presentation

14.1 Technical presentation will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization structure, Staffing Schedule, work schedule, logistics and reporting. These documents will then be incorporated in the contract.

14.2 Availability of Professional/Staff/ expert: Employer will require assurances that the Professional staff will be actually available

15. Award of Contract

After technical presentation, the employer shall issue a letter of intent (LOI) to the selected consultant. The consultant will sign the contract after fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, etc. as specified in clause 11.3 of the RFP document.

16. Confidentiality

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the consultants 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 consultant of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

17. Timelines and Schedule

The schedule for receipt of the application is as follows:-

- | | |
|--|---|
| i) Issue of RFP notification | : October 21, 2016 |
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18. RFP Document

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Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website

In case, if RFP is downloaded from website, the requisite document fee of Rs. 10,000/- (non-refundable) in form of Demand Draft, In favor of Broadcast Engineering Consultants India Limited shall be submitted along with bid.

19. Submission of Proposal

Proposal, in its complete form in all respect as specified in the RFP document, must be submitted to:

**Sh. W.B. Prasad,
General Manager (BECIL)**

**Office Address
BECIL Bhawan,
56/A-17, Block-C, Sector-62,
Noida (U.P) – 201 307.**

Email Address for any information/queries: pankajgiri@becil.com

The bids received after due date will be rejected and no action will be taken on these bids.

Section 2

(Terms of Reference)

Part I: Objective and Scope of Services

1. Background

Doordarshan (DD) is India's public service broadcaster – a division of Prasar Bharati under the aegis of the Ministry of Information and Broadcasting (I&B). It is one of the largest broadcasting organizations in the world in terms of studios and transmitters, and no private or foreign TV channel in India can compare with it in terms of its reach to ~90% of the total population. It provides television, radio, online and mobile services throughout India and also overseas.

DD offers 23 channels to its audience in national, regional and international platforms as follows:

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- c. 16 Regional language satellite and DTH channels.
- d. 1 International channel- DD India

For many years, DD had monopoly over television, but in the last couple of decades, post introduction of cable television and private broadcasters, DD's viewership has significantly declined. In particular, for the younger generation and urban populations, who have access to a large number of private TV channels as well as internet and social media, DD is not the target media.

The Broadcasting Audience Research Council (BARC) data, which covers only urban viewership, states that DD has only 1% of the total TV viewership. Given the potential television and radio have, not just commercially but also as a means for socio-economic transformation, it's critical to revitalize Doordarshan and develop it into a powerful and commercially successful organization of mass communication.

2. Objectives of the program

Doordarshan is committed to transform itself into a highly successful medium of mass communication. The objective of this RFP is to engage a consulting firm to support Doordarshan in achieving this transformation goal by undertaking a comprehensive view on the projects and initiatives to be executed at Doordarshan. To this end, the Consultant shall engage all stakeholders to form a comprehensive picture of current difficulties at Doordarshan and prepare a solution map for addressing them. The Consultant will identify areas for “quick wins” and further help Doordarshan to plan implementation for each of them including the goals, key activities and deliverables, timelines, and funding and people requirements. The Consultant shall also assist Doordarshan in developing a longer term, strategic roadmap and implementation plan.

3. Duration of the program

The program shall consist of 2 phases of about 2 months each. Phase 1 will be executed first and if felt necessary by the competent authority, the extension and necessary approval for Phase 2 will be given. The hired Consultant will then continue to work for Phase 2 on the same quote as Phase 1.

4. Scope of work

Doordarshan requires support from the consulting firm in two phases on the following aspects:

- **Phase 1:**
Identification of quick wins for commercial success and implementation plan
- **Phase 2:**
Supporting implementation of quick wins from Phase 1; developing a longer term, strategic transformation roadmap and implementation plan

The detailed scope of work is given below:

Phase 1 : Identification of Quick Wins for commercial success and implementation plan

a) Identification of Quick wins

The consulting firm is expected to identify a set of quick win initiatives that Doordarshan can implement in the immediate term for commercial benefits.

Based on a brief diagnostic to identify areas of major impact, the consulting company may identify opportunities across (but not limited to) the following dimensions:

- i. New business segments / consumer segments or increasing share of pie of specific segments (e.g. greater government business)
- ii. New/ improved revenue models (ad revenues, syndication etc.)
- iii. Cost optimization opportunities in key areas (content, people, marketing, technical, others)
- iv. Content portfolio mix for DD national, DD Bharti, DD Urdu, DD India, DD Kashir, DD Sports; green-lighting and slotting approach
- v. Content procurement strategies and production;
- vi. Movies procurement strategies
- vii. Internal organization processes for key activities (e.g. procurement)
- viii. Broadcast operations / engineering
- ix. Business model for Digital Terrestrial transmission of DD
- x. Approach for media buying and advertising
- xi. Marketing of DD FCT inventory

The consulting company should bring on-board Indian and International Media sector experts who can provide a robust, holistic view on potential quick-wins.

Insights should also be drawn on the basis of a broad level review of competitors activities, interesting initiatives of select other international public service broadcasters, and latest technology advancements.

b) **Implementation Plan**

Once the quick wins have been identified, the consulting company should recommend policy level changes to enable quick wins to materialize in the immediate term for commercial benefit for Doordarshan. It should lay out an implementation plan for each initiative including:

- i. Goals
- ii. Key activities and deliverables
- iii. Timelines
- iv. People requirements
- v. Funding requirements
- vi. Commercial viability and financial sustainability

A process for tracking the implementation progress as well as outcome indicators should also be laid out, including tracking templates, review processes etc.

Phase 2 : Supporting implementation of quick wins from Phase 1; developing a longer term, strategic transformation roadmap and implementation plan

In phase 2, we expect the consulting company to handhold the implementation of quick win initiatives identified in Phase 1. This would include, for example, supporting Doordarshan in:

- i. Setting up a Program Management Unit to lead the implementation
- ii. Identification and preparation of execution teams for each individual initiative
- iii. Defining interim goals and milestones
- iv. Identifying issues and supporting issue resolution
- v. Identify Channel Vision (for national channels i.e. DD national, DD Bharti, DD Urdu, DD India, DD Kashir, DD Sports)
- vi. Putting in place a review mechanism including tracking templates, review meeting cadences etc.
- vii. Studying reason for decline of viewership of DD and correlate with authentic data from BARC
- viii. Analyzing viewership loss on the basis of viewership segments (eg. urban/ rural/ gender-wise/ age-group)
- ix. Based up on various modeling method suggestion to be provided for winning the viewership segment back.

In addition, the consulting company should in this phase develop a 3-5 year strategic transformation roadmap for Doordarshan along with an implementation plan, including the following elements:

- i. Content strategy for each of its national channels i.e. DD national, DD Bharti, DD Urdu, DD India, DD Kashir, DD Sports
- ii. Consumer strategy
- iii. Revenue / monetization strategy
- iv. Brand and marketing agenda
- v. Operating model and resulting costs
- vi. Technology and infrastructure requirements
- vii. Organization requirements

This would involve detailed study of –

- i. Doordarshan's business and status-quo along all the dimensions mentioned above– (as required in addition to findings from Phase 1)
- ii. Key Indian broadcasters – their strategy, operating model and performance; Doordarshan's brand and positioning vis-à-vis competition
- iii. Select international public service broadcasters – their strategy, operating model and performance
- iv. Overall media sector trends/ developments and implications (online, mobile, Video-on-demand, Over-the-top etc.)
- v. Future domestic and global outlook of the media sector.
- vi. Which segments of viewership have been lost by DD to suggest measures to get it back

Targets and financial implications of implementing the new strategy should be laid out. Lastly, an overall implementation plan for the transformation should also be provided including:

- i. Broad Implementation plan for each initiative conceptualized as part of the strategic transformation roadmap including initiative goals, key activities, deliverables, timelines etc.
- ii. Broad Organization model required – identification of new roles, organization structure design and a high level plan for transition
- iii. Communication needs as Doordarshan undertakes this transformation, translated into a broad internal and external communication plan
- iv. Overall implementation budget
- v. A process for tracking the implementation

5. Key Deliverables and timeframe

As mentioned above, the program shall consist of 2 phases of about 2 months each. Phase 1 will be executed first and if felt necessary by the competent authority, the extension and necessary approval for Phase 2 will be given. The hired Consultant will then continue to work for Phase 2 on the same quote as Phase 1.

No.	Phase 1 Deliverables	Timeframe (since inception)	Fee Payout
1	Long list of potential quick wins and rationale	5 weeks	20%
2	Final shortlist of quick wins, rationale and expected financial Impact	7 weeks	30%
3	Final report with implementation plan for each quick win and immediate next steps	9 weeks	50%

No.	Phase 2 Deliverables	Timeframe (since inception)	Fee Payout
1	Draft 3-5 year strategic transformation roadmap for Doordarshan; positioning vis-à-vis competition	6 weeks	40%
2	Final 3-5 year strategic transformation roadmap and implementation plan	9 weeks	60%

The consulting firm is required to submit the deliverables in the form of soft copies as well as hard copies inclusive of the working, assumptions, source of obtaining information, and methodology used for reaching the conclusions.

Part II: TOR, Terms and Conditions

1. Conditions under which this RFP is issued

- i. This RFP is not an offer and is issued with no commitment. Doordarshan/ Prasar Bharati reserve the right to withdraw the RFP and change or vary any part thereof at any stage. Doordarshan/ Prasar Bharati also reserve the right to disqualify any bidder, should it be so necessary at any stage. Doordarshan/ 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. This amendment will officially be notified on BECIL website www.becil.com.
- ii. The Applicant 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, expenses associated with any demonstration or presentations which may be required by Doordarshan/ Prasar Bharati or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and Doordarshan/ Prasar Bharati shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.
- iii. Doordarshan/ Prasar Bharati reserve the right to withdraw this RFP, if it is in the best interest of the Government of India.
- iv. Timing and sequence of events resulting from this RFP shall ultimately be determined by Doordarshan/ Prasar Bharati.
- v. No oral conversations or agreements with any official or employee of Doordarshan/ 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, agency, official or employee of Doordarshan/ Prasar Bharati shall be superseded by the definitive agreement that results from this RFP process. Oral communications by Doordarshan/ Prasar Bharati to bidders shall not be considered binding on Doordarshan/ Prasar Bharati, nor shall any written materials provided by any person other than Doordarshan/ Prasar Bharati.
- vi. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Doordarshan/ 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 agreement with the bidder in accordance with the terms thereof).
- vii. Applicants 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.

2. Rights to the Contents of the Proposal

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

3. Acknowledgement of Understanding of Terms

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.

4. Evaluation of Proposals

The bidders' proposals in the bid document will be evaluated as per the requirements specified in the RFP and adopting the qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in RFP. Doordarshan/ Prasar Bharati will constitute a Committee to monitor the progress/completion of assignment.

5. Language of Proposals

The proposal and all correspondence and documents shall be written in English.

6. Eligibility Criteria

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid:

S.No.	Criteria	Supporting documents to be submitted
PQ1	Size and Financial Solvency: Bidder to be an organization with a minimum turnover of more than INR 100 Crore from Consulting services in India (excluding revenues from IT consulting, risk advisory, and financial/ transaction advisory) in each of the last 3 years i.e. FY 13-14, FY 14-15, FY 15-16.	CA certified statement showing revenues for 3 financial years: FY 13-14, FY 14-15 and FY15-16
PQ2	Experience of working with the Government: The bidder should have executed (completed or ongoing) at least 3 CONSULTATION projects with public sector undertakings/ enterprises/ agencies/ institutions in India or government departments/ authorities in the last 3 years with minimum value of 1 (One) Cr for each of the project	Details of the work and confirmation by the authorized signatory of bidder and credentials from clients

S.No.	Criteria	Supporting documents to be submitted
PQ3	Experience in Media sector: The bidder should have executed (completed or ongoing) at least 1 media sector project in India and at least 1 media sector project globally in the last 3 years with minimum value of 1 (One) Cr for each of the project	Details of the work, media experience and confirmation by the authorized signatory of bidder and credentials from clients

The MD of the consulting firm shall self-certify if the firm has non-disclosure agreement with its clients.

Experience in projects as described above can be self-certified by authorized representatives if the consultant has confidentiality agreements with its clients.

Note: Only those bids will be evaluated which will fulfil the eligibility criteria. Non-compliance to eligibility criteria will result in the rejection of bids by BECIL.

7. Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal

- i. Copy of Contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment has to be provided to ascertain relevance
- ii. Registration Certificate.
- iii. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.
- iv. Gross Annual Revenue (audited annual account) from consultancy during last three years with audited balance sheet
- v. Service Tax registration certificate.
- vi. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- vii. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- viii. Duly filled check list as given in **Annexure I** of the RFP.

8. Proposal Submission

Interested consultant should submit both technical and financial proposals in two parts as per the Schedule mentioned in of Section 1 i.e. Timeline and Schedule.

The technical and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”**. Financial Proposal should indicate a warning **“DO**

NOT OPEN WITH THE TECHNICAL PROPOSAL". Both the envelopes containing the Technical and Financial proposals shall be placed into an outer envelope and sealed along with EMD. This outer envelope shall bear the title of the assignment "**Proposal for Transformation of Doordarshan as a leading Public Service Broadcaster: Submission Date: November 15, 2016**".

I. Technical Proposal Content

Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consultant.

Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms & Other Undertakings.

Technical Proposal should be a complete document and should be bound as a volume. The documents should be page numbered and each page duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

II. Financial Proposal Content

(a) Bidders should quote financial fees and out of pocket expenses as a lump sum (in Indian rupees) for Phase 1. Phase 2 quote will be assumed to be the same as that of Phase 1. Fees quoted should include all expenses which bidder may incur while executing the assignment, including Travel, Boarding & Lodging as required, but exclude all taxes. Taxes to be shown separately as applicable.

(b) Comparison will be on basis of the total lump-sum quoted.

(c) To arrive at the financial score, the bidder's quotation will be normalized on the basis of the lowest quote of the qualifying bidder.

(d) Financial proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. **Technical Proposal-Standard Forms**

9. Evaluation Criteria

Only those bids will be evaluated which will fulfil the eligibility criteria. Non-compliance to eligibility criteria will result in the rejection of bids by BECIL.

Weightage to technical and financial: 80-20

I. Technical Evaluation

S. No.	Evaluation Criteria	Sub-Criteria	Scoring	Max. Marks
1.	Relevant Experience (35 marks)	a. Experience in media sector projects in India in the last 3 years with min. engagement	• 1 Project: 5 marks	15

S. No.	Evaluation Criteria	Sub-Criteria	Scoring	Max. Marks
		value of Rs. -1Crore each project	<ul style="list-style-type: none"> • 2 Projects: 10 marks • 3 or more Projects: 15 marks 	
		b. Experience in media sector projects globally in the last 3 years with min. engagement value of Rs. 1 Crore each project	<ul style="list-style-type: none"> • Upto 4 Projects: 3 marks • 5-7 Projects: 5 marks • 8 or more Projects: 10 marks 	10
		c. Experience in projects with public sector undertakings/ enterprises/ agencies/ institutions in India or government departments/ authorities in India in the last 3 years with min. engagement value of Rs. 1 Crore each project	<ul style="list-style-type: none"> • Upto 5 projects: 3 marks • 6-10 projects: 7 marks • 11 or more projects: 10 marks 	10
2.	Key Personnel (30 marks)	a. Profile of media expert-India <ul style="list-style-type: none"> • Min 10 years of consulting experience • Postgraduate with extensive experience in media sector projects in India 	<ul style="list-style-type: none"> • Profile to be evaluated basis relevance of experience 	10
		b. Profile of public sector transformation expert-India <ul style="list-style-type: none"> • Min 10 years consulting experience • Postgraduate with extensive experience in leading large-scale transformations in public sector undertakings/enterprises/agencies/institutions in India or government departments/ authorities 	<ul style="list-style-type: none"> • Profile to be evaluated basis relevance of experience 	10
		c. Profile of media expert-Global <ul style="list-style-type: none"> • Min 10 years consulting experience • Postgraduate with extensive experience in media sector projects internationally 	<ul style="list-style-type: none"> • Profile to be evaluated basis relevance of experience 	5

S. No.	Evaluation Criteria	Sub-Criteria	Scoring	Max. Marks
		d. Profile of Strategy Expert <ul style="list-style-type: none"> Min 10 years consulting experience Postgraduate with experience in leading strategy projects with large companies 	<ul style="list-style-type: none"> Profile to be evaluated basis relevance of experience 	5
3.	Approach and Methodology in the form of presentation covering these three issues (35 marks)	a. Understanding of project objectives		10
b. Proposed approach and methodology		<ul style="list-style-type: none"> Relevance, practicability 	20	
c. Tools to be used on the project			5	
			Total	100

Experience in projects as described above can be self-certified by authorized representatives if the consultant has confidentiality agreements with its clients.

Cut off to qualify for financial round: 65 (absolute technical score). Score of firms that meet cut off to be normalized, with highest scoring firm getting 100

II. Financial Evaluation

Financial fees needs to be quoted for Phase 1 (first 2 months) only. Fees for Phase 2 will be assumed to be the same as Phase 1.

- Bidders should quote financial fees and out of pocket expenses as a lump sum (in Indian rupees) for Phase 1. Phase 2 quote will be assumed to be the same as that of Phase 1. Fees quoted should include all expenses which bidder may incur while executing the assignment, including Travel, Boarding & Lodging as required, but exclude all taxes. Taxes to be shown separately.
- Comparison will be on the basis of the total lump-sum quoted, i.e. Phase 1 only.
- To arrive at the financial score, the bidder's quotation will be normalized on the basis of the lowest quote of the qualifying bidder.

III. Composite Score

The technical score will be given a weightage of 80% and the financial score will be given a weightage of 20%

Marking methodology to include normalization of technical and commercial scores:

Technical Score: (X)

The bidder who secures maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the project shall be computed as follows.

[‘Technical’ Score of Bidder for the Project(X)]	= 100 X	[Marks secured by the respective Bidder]
		Highest Marks secured

The score secured based on evaluation of the Technical Proposal as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X). Only those Bidders who have secured Technical Score of 65 or above shall be declared as qualified for evaluation of their ‘Financial Bid’. Bidders who have secured less than 65 for Technical Score shall be rejected.

Financial Score: (Y)

The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder. Any monetary figure in decimal shall be rounded off to the nearest INR.

In cases of discrepancy between the prices quoted in words and in figures, the amount as mentioned in words shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

The financial scores of other bidders for the project shall be computed as follows:

[The ‘financial score’ of Bidder for the project(Y)]	= 100 X	[Lowest offer quoted by the qualified bidder(Rs.)]
		[Offer quoted by the respective Bidder (Rs.)]

The marks secured as above shall be the Financial Score of the bidder for the project(Y).

Composite Score of the Bidders

Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (80% of X)	Weighted Financial Score (20% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

Note: Consultant shall submit the self-evaluation sheet as per above criteria along with Technical Proposal with proper page numbering for supporting documents.

10. Support/Inputs to be provided by BECIL/ Doordarshan/ Prasar Bharati

BECIL/Doordarshan (Prasar Bharti) will provide the consultant all relevant inputs such as the MoU's of the last five years, Annual Report, Business Plan and Annual Plan and any other additional information which is available in public domain. Doordarshan/ Prasar Bharati will also facilitate meetings for this purpose.

11. Payment Terms

The consultant will raise an invoice at the end of every deliverable after submission of its reports as listed in the table below. The Employer will release payments within 30 days of raising the invoice as per the Terms and Conditions as specified in Special Conditions of Contract.

No.	Phase 1 Deliverables	Timeframe (since inception)	Fee Payout
1	Long list of potential quick wins and rationale	5 weeks	20%
2	Final shortlist of quick wins, rationale and expected financial Impact	7 weeks	30%
3	Final report with implementation plan for each quick win and immediate next steps	9 weeks	50%

No.	Phase 2 Deliverables	Timeframe (since inception)	Fee Payout
1	Draft 3-5 year strategic transformation roadmap for Doordarshan; positioning vis-à-vis competition	6 weeks	40%
2	Final 3-5 year strategic transformation roadmap and implementation plan	9 weeks	60%

BECIL/Doordarshan (Prasar Bharti) reserves the right to terminate the assignment at the end of Phase 1 and will communicate the same 1 week before completion of phase

1 of the project. As mentioned earlier, the program shall consist of 2 phases of about 2 months each. Phase 1 will be executed first and if felt necessary by the competent authority, the extension and necessary approval for Phase 2 will be given. The hired Consultant will then continue to work for Phase 2 on the same quote as Phase 1.

12. General Terms and Conditions

- i.** Data provided for the study are confidential in nature. The consultant should not share the data without Doordarshan/ Prasar Bharati permission. A certificate regarding non- sharing/informing of confidential data to third party is to be given by the consultant along with Technical Proposal. (Proforma of certificate is given at **Annexure II**)
- ii.** At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.
- iii.** The bidding institution(s) should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- iv.** Rates quoted shall remain firm till completion of works.
- v.** The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.
- vi.** The bidder should be registered under relevant Laws/Acts of the country.
- vii.** In case of any dispute arising, the decision of the Doordarshan/ Prasar Bharati will be final.
- viii.** Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
 - a) Made untrue or false representation in the form, statements required in the application document.
 - b) Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- ix. Right to accept or reject any or all proposals**
 - a) Notwithstanding anything contained in this document, the Doordarshan/ 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) The Doordarshan/ Prasar Bharati reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Doordarshan/ Prasar Bharati, the supplemental information sought by the Doordarshan/ Prasar Bharati for evaluation of the Proposal. Misrepresentation/ improper

response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Doordarshan/ Prasar Bharati reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Doordarshan/ Prasar Bharati, including annulment of the Selection Process.

x. Fraud and corrupt practices

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the Doordarshan/ Prasar Bharati shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Doordarshan/ Prasar Bharati shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Doordarshan/ Prasar Bharati for, *inter alia*, time, cost and effort of the Doordarshan/ Prasar Bharati, in regard to this document, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of the Doordarshan/ Prasar Bharati herein above and the rights and remedies which the Doordarshan/ Prasar Bharati may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Doordarshan/ Prasar Bharati to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Doordarshan/ Prasar Bharati during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Doordarshan/ Prasar Bharati to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of

value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Doordarshan/ Prasar Bharati who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Doordarshan/ Prasar Bharati, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant advisor of the Doordarshan/Prasar Bharati in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process; (d)"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Doordarshan/ Prasar Bharati with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

xi. Limitation of Liability

- a) In the event of the damages to BECIL/ Client property or personal injury to BECIL/ Client/ Bidder personnel due to negligence of employee, the responsibility shall be solely rest with Bidder. BECIL/Client shall not be responsible for the loss of life of employee of Bidder at the time of performance of contract due to natural calamities/accident/explosion, etc., if any.
- b) Except in the case of gross negligence or will full misconduct on the part of the bidder or on part of any person or company acting on behalf of the bidder in carrying out the services, the agency, with respect to damage caused by the agency to BECIL/ Client, shall be liable to BECIL/ Client:
 - i. for any indirect or consequential loss or damage; and
 - ii. for any direct loss or damage,

& only to the extent of:

- A. the total payments payable under this contract to the bidder, or
 - B. the bidder may be entitled to receive from any insurance maintained by the bidder to cover such a liability,
- whichever of (A) or (B) is higher, plus the security deposit submitted by the bidder. This limitation of liability shall not affect the bidder liability, if any, for damage to Third Parties caused by the agency or any person or firm / company acting on behalf of the bidder in carrying out the work.

xii. BECIL Obligations

BECIL reserves the right to accept any bid, reject any or all bids and to annul the bidding process at any time prior to the award of the contract without there by incurring any liability to the affected bidder/ bidders or any obligations to inform to the affected bidder/bidders of the grounds for BECIL's action. Bidders are however free to address their queries on bidding conditions, bidding process and/or rejection of their bid by addressing appropriate communication addressed to CMD, BECIL for requisite information.

xiii. Indemnity

- a) The successful bidder shall indemnify the BECIL/Client against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof.
- b) BECIL/ Client stand indemnified 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 work orders.
- c) BECIL/ Client also stand indemnified 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 purchase orders.

xiv. Force Majeure

- a) For the purposes of the work order under this RFP, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other

industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- b) 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 work order under this RFP, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- c) 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 work order under this RFP.
- d) 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 work order 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.

xv. Arbitration - Settlement of Disputes

a. Amicable Settlement

Performance of the work orders under this RFP shall be governed by the terms and conditions of the RFP, in case of dispute arises between the parties regarding any matter under the work order; either Party may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicable settled within Thirty (30) days following the response of that Party, then option under clause (b) of this RFP may be considered.

b. Arbitration

In the case of dispute arising upon or in relation to or in connection with the work between BECIL and the bidder, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.

Arbitration proceedings shall be held at New Delhi in India and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.

The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared

equally by BECIL and the bidder. However, the expenses incurred by each Party in connection with the preparation and presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

Notwithstanding any references to arbitration, the parties shall continue to perform their respective work / obligation under the Contract.

xvi. Penalty

- a) If at any future point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligation, BECIL may take a decision to cancel the Work Order with immediate effect, forfeit the Performance Bank Guarantee deposited by the bidder and / or debar the bidder from bidding prospectively for a period as decided by the BECIL or take any other action as deemed necessary.
- b) The successful bidder shall render services as per scope of work and services defined in the RFP document.
- c) Any unjustified and unacceptable delay beyond the delivery (where applicable) schedule as per Work Order, will render the bidder liable for penalty at the rate as mentioned below:
 - i. The successful bidder shall render the services strictly adhering to the Milestones as described in the Work order. Any un-excused delay by the bidder(s), in the performance of its obligations, shall attract Penalty at the rate of 1% of the total value of the Work Order per week of delay subject to a maximum of 5% of the work order value.
 - ii. The successful bidder shall not refuse to accept BECIL Work Order under any pretext. The bidder shall start the work within 7 days of the date of the Work Order.
 - iii. If at any time during performance of the work order, the bidder encounter conditions impeding timely performance of the ordered services, the bidder shall promptly notify BECIL/ Doordarshan in writing of the fact of the delay, its likely duration and its cause(s).

xvii. Supplier code of conduct and business ethics

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

a. Bribery and corruption:

Suppliers 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:

Suppliers 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 supplier in relation to such business/contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. The supplier 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:

Suppliers 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;

Chairman and Managing Director : george@becil.com

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

Section 3

(Technical Proposal- Standard Forms)

Form TP 1	:	Letter of Proposal submission
Form TP 2	:	Consultant's organization & experience
Form TP 3	:	Comments & suggestions on TOR
Form TP 4	:	Approach & Methodology
Form TP 5	:	Curriculum vitae
Form TP 6	:	Information regarding any conflicting activities and declaration thereof

Technical Proposal-Other Undertakings

- 1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.**
- 2. An undertaking regarding non-disclosure/sharing of confidential information with third parties.**

LETTER OF PROPOSAL SUBMISSION

To

CMD
BECIL Bhawan,
56/A-17, Block-C, Sector-62,
Noida (U.P) – 201 307

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for “*Transformation of Doordarshan as a leading Public Service Broadcaster*” in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated Consultant]

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.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in Part II of Section 1, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A) Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

B) Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of consortium, association of consultants, the consultant must furnish the following information for each of the consortium member separately]

A. Organizational Experience

S. No.	Name of Entity with complete communication address.	Order No. and Date	Scope of Consultancy Work	Date of award of Contract and Contract Period	Value of Contract	Actual Date of Completion	Person/Project authority who could be contracted for further information

B. Skill & Competencies & Team Size

S. No.	Name of the Team Leader/ Member	Qualification/ Professional Qualification	No. of Years' Experience	Details of Experience	Remarks

C. Gross Annual Revenue (in INR)

Financial year	Gross Annual revenue / Turnover	Revenue/ Turnover from consultancy business	Remarks
2012-13			
2013-14			
2014-15			

(Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The MD of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
FACILITIES TO BE PROVIDED BY THE EMPLOYER**

1. On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phrasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal]

2. On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer as mentioned in Paragraph 10 of the Section 2 including: administrative support, office space, data etc.]

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT/JOB**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and
- (c) Organization and Staffing

(a) Technical Approach and Methodology:

In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) Work Plan:

The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the Tor 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.

(c) Organization and Staffing:

The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, and the key experts responsible.

FORM TP-5

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position :**
[For each position of key professional separate form Tech-5 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 point 12]
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]

[Full name of authorized representative]

Date:

Place:

FORM TP-6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of Section 1, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm our associate/group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of Section 1. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the employer which shall be binding on us.

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address:

Section 3

(Financial Proposal-Standard Forms)

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for profitability Reports

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

CMD

BECIL Bhawan,
56/A-17, Block-C, Sector-62,
Noida (U.P) – 201 307

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for “*Transformation of Doordarshan as a leading Public Service Broadcaster*” in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures] for first phase of the project with the understanding that the same quote will be applicable for phase 2. This amount is exclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para 8 of Section 1

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

Yours Sincerely,

[Authorized Signature in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

Financial Proposal for Profitability Reports

S. No.	Name of the Assignment	Fees quoted (exclusive of all Taxes) – for the first 2 months of the project (same quote will apply for next 2 months if extension is given by the Employer)	Taxes Amount

(Fees in words) Rs.

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm:

Address:

Annexure- I**Check list of Documents**

The bids shall be accompanied with the followings:

1.	DD/ Pay order towards EMD Rs. 2,50,000/- & Tender Document Fee Rs. 10,000/- (non-refundable)	Yes/ No
2.	Firm registration certificate & service tax registration certificate	Yes/ No
3.	Copy of Work Orders/ Self-certification	Yes/ No
4.	Copy of completion certificates along with value/Self certification	Yes/ No
5.	Resume of Project experts with supporting documents	Yes/ No
6.	Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority	Yes/ No
7.	Authority Letter , if any	Yes/ No
8.	Duly Audited copy of Annual Accounts of Last three years	Yes/ No
9.	Undertaking regarding Non-Disclosure	Yes/ No
10.	Duly filled format (as given in Technical bid with Self Evaluation sheet & Financial bid)	Yes/ No
11.	Certificate from CA regarding financial net worth of the company	Yes/ No
12.	Credentials from clients for whom projects have been completed	Yes/ No

Proforma for Confidentiality Certificate

To,

CMD

BECIL Bhawan,
56/A-17, Block-C, Sector-62,
Noida (U.P) – 201 307

Date:

Subject: Certificate regarding non-sharing/information of confidential data to third party

Dear Sir,

I am writing to inform you of my obligations with respect to the confidential information regarding Doordarshan Business strategy, operating model or any other information deemed as confidential.

I acknowledge that when consulting Doordarshan on the various Business aspects and its transformation into a leading Public Service Broadcaster I might have access to certain confidential data.

I will limit access to such information to that strictly necessary to carry out tasks appropriate to the execution of project and to keep any such information confidential. In case of any information copies/data obtain for any purposes I will do so within the scope of the project, keeping such data secure and returning or destroying it as soon as possible. I will destructively erase any data held on any hard disks/pen drives/CD etc. as soon as practicable. I will destroy any paper copies, reports, test printouts as soon as possible by use of a shredder.

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm:

Address: