

REQUEST FOR PROPOSAL

BECIL/ MIB /Field Survey (MDP)/ RFP/2016-17/03

March 27, 2017

Engagement of an Agency by BECIL

For

“Deployment of Survey / Data collection teams for collection of Field Data for successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation on behalf of Ministry of Information & Broadcasting”

Broadcast Engineering Consultants India Ltd. (BECIL) an ISO 9001:2015, ISO 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna public sector enterprise of Government of India under Ministry of Information and Broadcasting intends to engage a agency for Deployment of Survey / Data collection teams for collection of Field Data for successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation on behalf of Ministry of Information & Broadcasting” throughout the country.

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

The RFP document providing the scope of work, pre-qualification and technical 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:-

i)	Issue of RFP notification	:	March 27, 2017
ii)	Receipt of queries from bidders	:	April 3, 2017
iii)	Response on queries / pre-bid meeting	:	April 5, 2017
iv)	Submission of proposals	:	April 17, 2017by 1300 Hrs.
v)	Opening of technical bids	:	April 17, 2017at 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 agency 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 web-sites 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.

The technical bid must be accompanied with the proof of payment of fee of INR 10,000/- (non-refundable) for purchase of tender document in the form of cash receipt or bank draft for tender documents either downloaded from website or purchased from BECIL directly; otherwise bid is liable to be rejected.

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General Manager

BECIL/ MIB /Field Survey (MDP)/ RFP/2016-17/03

Dated: March 27, 2017

Engagement of an Agency by BECIL

For

“Deployment of Survey / Data collection teams for collection of Field Data for successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation on behalf of Ministry of Information & Broadcasting”



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1. General Conditions of RFP

1.1. RFP Schedule and Critical Dates

RFP tentative schedule and critical dates are shown below:

i)	Issue of RFP notification	:	March 27, 2017
ii)	Receipt of queries from bidders	:	April 3, 2017
iii)	Response on queries / pre-bid meeting	:	April 5, 2017
iv)	Submission of proposals	:	April 17, 2017 by 1300 Hrs.
v)	Opening of technical bids	:	April 17, 2017 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 critical dates.

1.2. Background and Procedure for submission of bids

The RFP is for inviting bids from the reputed expert agencies for Deployment of Survey / Data collection teams for collection of Field Data for successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation. This survey is to be carried out in entire India by the selected agency to whom work order will be placed by BECIL on behalf of Ministry of Information & Broadcasting.

The RFP involves submission of Technical Bids and Financial Bids in separate envelopes. Firstly the Technical bids will be opened and evaluated. By virtue of evaluation of technical bids, their financial bids will be opened for those bidders who qualify technically. The selection of the successful bidder will be based on the highest marks obtained on the bases of Composite Score.

1.2.1. The **proposals are to be submitted on two-bids system basis in two separate sealed envelopes clearly marked with technical bid and financial bid.** The sealed covers clearly marked with *“Bid for Engagement of Agency for Deployment of Survey / Data collection teams for collection of Field Data for successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation on behalf of Ministry of Information & Broadcasting. Submission Date: April 17, 2017”*.

1.2.2. Bid responses must be addressed and submitted at the following address:-

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

- 1.2.3. Bids must be reached to the above address **on or before 1300 hours on April 17, 2017**. Bids received after the due date & time will not be considered. It shall be responsibility of the bidder to ensure that the bid has been received on time and at proper place before the deadline. Bids submitted through fax and e-mails will not be considered. In case bids are being send through Courier/Speed Post or any other mode, it shall be the responsibility of bidders to submit their bids on or before due date & time. Any delay in Courier/Speed Post or any other mode, BECIL will not accept the bid.
- 1.2.4. The Technical Bids will be **opened on the same day i.e. due day of submission at 1530 hours** in the presence of bidders who may choose to be present.
- 1.2.5. The financial bids will be opened of those bidders who qualify technically and **the opening date & time shall be intimated subsequently.**
- 1.2.6. All bids shall be remained valid for a period of 12 (Twelve) months from the last date of submission.
- 1.2.7. Queries, if any, regarding bids shall be submitted in writing to the RFP/ Project Coordinator (Mr. Ajay Kumar, Jr. Manager) in writing on the above address mentioned at 1.2.2, or via e-mail: ajay@becil.com before **April 3, 2017** by 1500 Hrs. It shall be the responsibility of bidder to check BECIL website www.becil.com time to time for updated information. No queries shall be entertained after due date.
- 1.2.8. At any time prior to the last date of submission of bids, BECIL, for any reason whether at its own initiative or in response to a clarification requested by prospective bidder/bidders, may modify the RFP by an amendment or corrigendum. Any modification / amendment shall be notified through the official website of BECIL www.becil.com and will be binding on the bidders. Therefore, it is advisable that the prospective bidders frequently visit the website and take note on any amendments during the bid process.
- 1.2.9. BECIL reserves the right to modify and amend any of the stipulated condition/criterion depending upon project priorities vis-a-vis urgent commitments.
- 1.2.10. BECIL/MIB reserves the right to alter/ modify the scope of work mentioned in this RFP document at any state of the bidding process.
- 1.2.11. Bidder shall specifically confirm their agreement on compliance to all paras as specified in different sections of RFP. Any non-compliance/ deviation shall be clearly mentioned para-wise.
- 1.2.12. BECIL reserves the right to seek any clarifications/information on the already submitted bid documents; however no fresh documents shall be accepted in support of bids.
- 1.2.13. Conditional bids shall NOT be accepted on any ground and rejected straightway. If any clarification is required, the same shall be obtained before submission of the bids.
- 1.2.14. All pages of the bid being submitted must be **signed by the authorized signatory, stamped and sequentially numbered by the bidder** irrespective of the nature of content of the documents.

1.2.15. The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

1.3. Terms and Conditions related to RFP

1.3.1. Tender Fee & Earnest Money

- a) RFP Document Fee of **INR 10,000/- (Indian Rupees Ten Thousand Only)** is payable by each bidder in the form of a Demand Draft / Pay Order from a Nationalized /Scheduled / Centralized Bank, drawn in favor of “*Broadcast Engineering Consultants India Limited*” and payable at *New Delhi*.
- b) The bidder is required to enclose proof of payment of fees in case RFP document is purchased from BECIL Corporate Office at Noida in cash or Demand Draft. In case the documents are downloaded from BECIL website, Demand Draft/ Pay Order is to be submitted at the time of submission of RFP bid.
- c) Bid received without the proof of payment of fees shall be rejected without any further clarification. The fee is non-refundable and once paid shall not be refunded in any condition.
- d) Each bidder is required to submit **INR 4,00,000/- (Indian Rupees Four Lakh only)** as Earnest Money Deposit (EMD) in the form of Demand Draft from Nationalized/Scheduled/ Centralized Bank in favour of “*Broadcast Engineering Consultants India Limited*” payable at *New Delhi*
- e) Bids received without EMD will be rejected without seeking any clarification from the bidder.
- f) No interest shall be payable on the EMD submitted by the bidder
- g) EMD of successful bidders shall be returned after the issuance and acceptance of Letter of Intent (LOI)/ Work Order (WO) and submission of a Performance Bank Guarantee (PBG). This PBG will be released after successfully completion and execution of all the work mentioned in work orders issued under this RFP and the satisfaction of BECIL/MIB, whichever is later.
- h) The EMD can be forfeited if a bidder:
 - i. Withdraws its bid during the bid validity period.
 - ii. Fails to accept work order issued in its favour for execution, and / or violates the terms and conditions of tender / contract after award of work.
 - iii. Successfully get LOI/ Work Order to the basis of submission of wrong information.
 - iv. In case any of the information/declaration furnished by the bidder found to be wrong or any material information is not disclosed by bidder.
- i) Refund of EMD shall take place only for the following conditions:

- i. In the case of those bidders, whose bids do not qualify, the EMD will be refunded without any interest accrued.
- ii. In case of those bidder/bidders whose bids are accepted for issuance of LOI/ Work Order, EMD of such bidders will be refunded on receipt of Performance Bank Guarantee (PBG).

1.3.2. Prices

- a) The bidder shall indicate the prices in Indian Rupees only.
- b) Unit and total prices of services offered should be quoted with breakup of all applicable taxes and duties, and all other cost incidental in Financial Proforma.
- c) Prices quoted by the bidder shall be fixed. Bids submitted with adjustable price quotations will be rejected.
- d) The bidder shall submit the quote as per format given in **Annexure-II**.

1.3.3. Invoicing and Payment Schedule

Invoice shall be prepared in the name of **“Ministry of Information and Broadcasting, through Broadcast Engineering Consultants India Limited, 14-B, Ring Road, New Delhi 110002”** and sent to BECIL’s Corporate Office, Noida.

Payment Schedule

- a. The payment against the monthly invoices will be released on monthly basis after confirmation of the completion of monthly targets and deliverables.

1.3.4. Time Lines

The duration of engagement of an agency shall be initially till December 31, 2017 which can be extended through mutual consent for a **period of 1 (one) year** on same terms and conditions.

1.3.5. Performance Bank Guarantee

- a) Successful bidder, to whom Work Order (WO) is issued, shall be required to submit the Performance Bank Guarantee for the **amount equivalent to 10% of Work Order Value**. Performance Bank Guarantee will be in the form of Bank Guarantee of any Nationalized / Scheduled / Centralized Bank drawn in the name of *“Broadcast Engineering Consultants India Limited, New Delhi”*, valid as per point e) below.
- b) BECIL shall have the right to revoke the PBG without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the work order or poor performance with respect to deliverables.
- c) Successful bidder shall be required to submit PBG within 7 days of issuance of Letter of Intent (LOI)/Work Order by BECIL.

- d) In the event of default in submission of PBG within the stipulated time, the vendor shall be liable for a **penalty amounting to 0.1% (Zero Point One Percent) of the WO value per day delay.**
- e) The PBG shall be remained valid for an additional period of **30 (thirty) days** beyond the delivery period specified in the work order.
- f) The PBG will be released (**without any accrued interest**) after the completion of all tasks (deliverables) as assigned in the LOI/WO.

1.3.6. **Penalty**

- a) At any 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 PBG/EMD deposited by the bidder and / or debar the bidder from bidding prospectively for a period as decided by BECIL or take any other action as deemed necessary.
- b) The successful bidder shall render his services as per scope of work and services defined in the subsequent paras.
- c) Any unjustified and unacceptable delay beyond the delivery schedule (where applicable) as per Work Order, will render the bidder liable for penalty at the rate as mentioned in the following paras.
 - i. In case the selected agency is not performing as per the requirement of the BECIL/ MIB, the selected agency will be imposed a penalty equivalent to the 80% amount of payable for the month of non-performing. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on the case to case basis.
 - ii. The successful bidder will not refuse to accept BECIL Work Order under any pretext. The bidder shall start the work within 7 days of the date of the LOI/WO.
 - iii. If at any point of time during performance of the work order, the bidder encounter conditions impeding timely performance of the ordered services, the bidder shall promptly notify BECIL in writing of the fact of the delay, its likely duration and its cause(s).

1.3.7. **Bid Preparation**

The main envelop of the bid should include the following:

- i) Proposal Submission format as per **Annexure-II**
- ii) Tender Fee envelop clearly marked on top of cover.
- iii) Envelope containing EMD amount clearly marked on top of cover.
- iv) Sealed envelope containing signed copy of the **technical bid** clearly marked on top of cover.
- v) Sealed envelope containing signed **financial bid** clearly marked on top of cover.
- vi) Any additional information as considered relevant by the bidder.

1.3.8. **Bid Opening**

- a) The sealed covers containing Tender Fee & EMD only will be opened in the first instance in the presence of representatives of the bidders at BECIL Corporate Office, BECIL Bhawan, Noida
- b) The sealed covers containing technical bid will be opened after opening of Tender Fee & EMD Envelops in the presence of representatives on the same day.
- c) **One authorized representative** of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

1.3.9. Bid Evaluation

No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till selection of the technically qualified bidder(s). However, the Committee / its authorized representative and office of BECIL can make any enquiry / seek clarification from the bidders, which the bidders must furnish within the stipulated time; else the bids of such defaulting bidders will be rejected.

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

Weightage to technical and financial: 70-30

a) Pre-Qualification Evaluation

- i. The Bidders are requested to furnish documents to establish their eligibility (indicating the reference page number in the bid against the proofs submitted) for each of the items given in **Proforma-I: Eligibility Criteria**. If a bid is not accompanied with all necessary documents, it may be summarily rejected.
- ii. Tender Evaluation Committee (TEC) will be created for bid evaluation on the basis of parameters as indicated in the RFP document.
- iii. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false /incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.

b) Technical Bid Evaluation

- i. Technical Bids of qualified bidders will be evaluated based on the parameters as per **Proforma-II: Technical Criteria**.
- ii. A duly constituted Tender Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical parameters as indicated in the RFP document.
- iii. At any time during the evaluation of the Technical Bids, the TEC may ask the bidder(s) to provide a live demonstration / presentation of the work experience submitted in the technical bid.

- iv. TEC will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bid documents are generally in order.
- v. BECIL has the option to ask the bidder/s for a technical presentation/site visit in a short notice.
- vi. Reasons for rejecting a tender/bid will be disclosed to a bidder only where enquiries have been made.
- vii. Qualified bidder(s) will be identified, based on the Technical Bid as per format given in **Proforma-III: Marks Distribution**
- viii. Cut off to qualify for financial round: 60 (absolute technical score). Score of firms that meet cut off will be normalized, with highest scoring firm getting 100

c) Financial Technical Bid Evaluation

- i. Financial bid needs to be quoted separately.
- ii. Bidders should quote financial charges and out of pocket expenses as a lump sum (in Indian rupees). Bid Amount must include all expenses which bidder may incur while executing the assignment, including Travel, Boarding & Lodging as required, but exclude all taxes. Applicable Taxes to be shown separately.
- iii. Comparison will be on the basis of the total lump-sum quoted Bid Amount
- iv. 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) Selection of Successful bidder / Calculation of Composite Score

- i. Selection procedure would be made on the basis of combined **Quality-Cum-Cost Base Selection (QCCBS)**. The technical score will be given a weightage of 70% and the financial score will be given a weightage of 30%
- ii. Cut off to qualify for financial round: 60 (absolute technical score)
- iii. **The selection of the successful bidder will be based on the highest marks on the basis of Composite Score.**
- iv. The Work Order will be issued to the successful bidder for conducting the monitoring & reporting off Doordarshan Must Carry Channels.
- v. **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.

$$[\text{'Technical' Score of } X] = 100 \times \frac{[\text{Marks secured by the respective Bidder}]}{[\text{Maximum Marks}]}$$

Bidder (X)]

Highest Marks secured

The score secured based on evaluation of the Technical Proposal as above shall be the Technical Score of the Bidder being considered for evaluation (X). Only those Bidders who have secured Technical Score of 60 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 60 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 for individual state. 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:

$$\begin{aligned} \text{['Financial Score' of Bidder (Y)]} &= 100 \times \frac{\text{[Lowest offer quoted by the qualified bidder]}}{\text{[Offer quoted by the respective Bidder]}} \end{aligned}$$

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	Normalized Technical Score	Normalized Financial Score	Weighted Technical Score	Weighted Financial Score	Composite Score
	(X)	(Y)	(70% of X)	(30% of Y)	(F=D+E)
A	B	C	D	E	F

1.4. Eligibility Criteria and Technical Requirements

The eligibility criteria and technical requirements of BECIL are mentioned below:

1.4.1. Eligibility Criteria are given in the **Proforma-I: Eligibility Criteria** and it must be filled up.

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- 1.4.2. Technical Requirements are given in the **Proforma-II: Technical Criteria** and it must be filled up.
 - 1.4.3. Documentary evidence for compliance to each of the eligibility & technical criteria must be enclosed along with the bid.
 - 1.4.4. If the bids are not accompanied by all the requisite supporting documents, the same would be rejected.
 - 1.4.5. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances.

1.5. Insurance

Successful bidder(s) shall take out and maintain, at their own cost, insurance against the risk for execution of the project. On BECIL/MIB request the bidder(s) shall show that such insurance has been taken out and maintained. It is up to the bidder but BECIL will like to intimate that BECIL will not be responsible to compensate any losses / damages incurred by the bidder/s during the survey. It will be sole responsibility of bidder/s to settle these claims and bidder/s have to indemnify BECIL against any such claims in future.

1.6. BECIL Obligations

BECIL reserves the right to accept any bid, reject any or all bids and to annul the bidding process at any point of time prior to the award of the Work Order without 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 Sh. W.B. Prasad, General Manager (BECIL) for requisite information.

1.7. Confidential Information And Trade Secrets

- 1.7.1. In connection with the services, which bidder(s) will be providing under this RFP, the bidder(s) 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.
- 1.7.2. The bidder(s), for itself and its employees, agree to keep all such matters confidential, and agree not to disclose them to anyone, either during or after the expiration or termination of Work Order under this RFP, except with the written consent of the BECIL/MIB, excepting any information as may be required by law, or any regulatory authority for the parties to perform its obligations under this RFP or such information may come into the public domain otherwise than by a breach of this Agreement.

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- 1.7.3. The parties further agree that upon expiration or termination of this Agreement, they will promptly deliver to each other all materials in its or its employees' possession or control containing such confidential information.
- 1.7.4. The provisions of this Article shall survive even after expiration or termination of Work Order under this RFP for a period of 2 (Two) years.

1.8. Compliance With Laws

- 1.8.1. Bidder(s) represents and warrants that it has conducted and will conduct its affairs and activities in respect of the services to be rendered under this RFP in accordance with all applicable laws, rules, regulations, orders and decrees of any court or governmental authority.
- 1.8.2. Bidder(s) agrees that it shall at all times comply with and that all rights and obligations hereunder shall be subject to applicable laws, and has passed such resolutions by the Board of Directors and Shareholders as required under the provisions of the Companies Act, 1956.

1.9. Indemnity

- a) The bidder(s) shall indemnify the BECIL/MIB 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/ MIB 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/ MIB 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 work orders.

1.10. 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 bidder, 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.

1.11. Arbitration - Settlement of Disputes

a. Amicable Settlement

Performance of the work orders under RFP shall be governed by the terms and conditions of the RFP. In case of dispute arises between the agency and BECIL/ MIB regarding any matter under the work order placed; agency and BECIL/ MIB 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 1.11 (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 in India at New Delhi 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.

1.12. 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.

1.13. Bidder's Information

1.	Name of Agency	
2.	Address	
3.	Year of establishment	
4.	A profile of the agency clearly declaring the domain specific expertise/experience of the agency	
5.	Profile of key persons of organizations having relevant domain knowledge who would be assigned with the drawing up and overseeing the implementation of the study.	
6.	Key achievements of the organization	
7.	Details of experience working with government projects	
8.	Whether registered for sales tax purposes. If so, mention TIN number and date.	
9.	Provide Permanent Account Number (PAN). Furnish copies of last 3 year income tax return copies.	
10.	Annual turnover of the company Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years i.e. 2013-14, 2014-15 & 2015-16.	
11.	Certificate from Statutory Auditor is required for showing earning from the related activities (event) in case the detail is not mentioned in the Annual Accounts.	
12.	Status and details of disputes/ litigation/ arbitration, if any.	
13.	Name, Designation and address of the officer to whom all references shall be	

	made regarding this RFP	
14.	Contact details of Authorized signatory in reference to this RFP	

Place:

Date:

Signature of the Bidder

1.14. Proforma I: Eligibility Criteria

S.No.	Specific Requirement	Documentary Proof to be submitted	Compliance (Yes/ No)
I	Registration Details		
	1. Legal Entity		
	a. Bidder should be a registered company under Indian Companies Act, 1956 or Companies Act 2013 and should have been in existence for a minimum of 5(Five) years as on 31th December 2016	Copy of Certificate of Incorporation or registration certification along with Memorandum and Articles of Association	
II	Certifications		
	1. Mandatory Certifications		
	a. Bidders/ any member of the consortium 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 INR 100/- duly certified by Notary.	
	b. The Company, its directors and officers/ any member of the consortium/ directors/ officers of the consortium member 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 INR 100/- certified by Notary.	
	c. Bidder/ any member of the consortium 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	
III	Financial Criteria		
	1. Tax registration/ clearance		
	The bidder should have registered	Copies of each of the documents	
	a) Service tax No.		

S.No.	Specific Requirement	Documentary Proof to be submitted	Compliance (Yes/ No)
	b) PAN No.		
	c) TAN No.		
	d) Last 3 Year copy of acknowledgement of Income Tax return filed		
	e) Copy of EPF Registration Certificate		
	f) Copy of ESIC Registration Certificate		
2.	Solvency		
	Bidder/ Lead member of the consortium should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceeding for any of the foregoing reasons	Solvency Certificate for INR 1,50,00,000.00 (INR One Crore Fifty Lakh Only) from bank with which the bidder operate a Current Account	
3.	Business turnover		
	i) Bidder/ Lead member of the consortium should have an annual turnover of INR 5 Crores in each of the last three consecutive financial years i.e. 2013-14, 2014-14 & 2015-16. The company should be a profit making company.	Copies of the audited Balance sheets duly audited by the statutory auditors of the Company.	
	ii) Bidder/ each member of the consortium should have earned Profit in each of the last three consecutive financial years i.e. 2013-14, 2014-14 & 2015-16. In this clause the Profit means Profit Before Tax.		
4.	Net Worth		
	The bidder/ each member of the consortium should have Positive Net Worth as on March 2016.	Net worth Certificate as certified by the statutory auditors or Audited report for the FY 2015-16 shall be submitted.	

1.15. Proforma II: Technical Criteria

S.No.	Specific Requirement	Documentary Proof to be submitted	Compliance (Yes/ No)
I	Experience		
1.	Work Experience in Deployment of Survey / Data collection teams for collection of Field Data.		
a.	The bidder must be engaged in similar kind of work in India; During last 3 years , bidder/agency must have successfully conducted Survey / Field Data collection in India in all Category of Cities (A,B,C & D) for at least 2 (two) different clients with order value INR 1 Cr. each or above. OR	Copy of work order and performance certificate from the customer as of 28.02.2017 should be submitted (with details including the name and contact of the customer), clearly stating the fact that the services / coverage has been in a satisfactory fashion. Phase Completion Certificate from client i.e. Services that are currently running for more than six months will also be considered	
	The bidder must be engaged in similar kind of work in India; During last 3 years , bidder/agency must have successfully conducted Survey / Field Data collection in India in all Category of Cities (A,B,C & D) for at least 3 (three) different clients with order value INR 0.75 Cr. each or above. OR		
	The bidder must be engaged in similar kind of work in India; During last 3 years , bidder/agency must have successfully conducted Survey / Field Data collection in India in all Category of Cities (A,B,C & D) for at least 4 (Four) different clients with order value INR 0.50 Cr. each or above.		
2.	Solutions for Survey & Data Collection		
	Deployment of Survey / Data collection teams for collection of Field Data for successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation, the bidder must have one of the following capability but not limited to for ensuring the Survey & Data Collection coverage of 90% cities of Phase I, II, III and IV notified under DAS rules in the country:		

S.No.		Specific Requirement	Documentary Proof to be submitted	Compliance (Yes/ No)
	a.	Availability of functional staff for Survey / Field Data collection for successful completion of Phase I, II, III and IV of Cable TV Digitisation are there.		
	b.	Availability of technological solution / devices for remotely collection of Technical data of Cable TV Headends from the output feed of headends.		
	c.	Any other solution for Survey / Field Data collection for successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation.		
	3.	Human Resource		
	a.	The bidder must have a minimum strength of 10 professionals on their permanent rolls, out of which minimum 5 experienced professionals in the area of broadcast / CATV/ DTH industry for analysis of channel distribution and preparation of interpretative reports.	Self-Certification on letter head by the authorized signatory with clear declaration of staff – year wise, level/designation wise. Profiles of the key personnel. The validity of staff may be cross-checked with personal visit to the office premises of the agency	
II	Project Specific Requirement			
	1.	Network & Infrastructure / Local Presence		
		The bidder should have a pan India presence (representatives should be present in all major cities of the country) including office in Delhi/NCR.	Proof of existing office or Undertaking in Letter Head to set up the same	
	2	Methodology		
		A detailed write up on the methodology adopted to conduct the Survey / Field Data collection for successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation keeping in view of Scope of Work.	Text/ PPT/ Audio-Video material may be attached as supporting document.	
	3	Strategic Approach		

S.No.		Specific Requirement	Documentary Proof to be submitted	Compliance (Yes/ No)
	a.	The bidder intending in carryout the Survey / Field Data collection to ascertain successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation, would be required to formulate suitable strategy and detailed plan to achieve this and carryout in a time bound manner keeping in view of Scope of Work.	Text/ PPT/ Audio-Video material may be attached as supporting document.	
4.		Tools for Survey / Field Data collection to ascertain successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation		
	a.	The bidder intending to carry out the Survey / Field Data collection to ascertain successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation would be required to showcase the latest digital technology which can be applicable to remotely collection of technical data from the feed of Cable TV Headends.	Text/ PPT/ Audio-Video material may be attached as supporting document.	
	b.	The bidder intending to carry out the Survey / Field Data collection to ascertain successful completion of Phase I, II, III and IV (after switch off date) of Cable TV Digitisation would be required to showcase the effective digital reporting mechanism on real time basis		

1.16. Proforma III: Tentative Marks Distribution

S.No.	Specific Requirement	Max. Marks	
I	Financial Criteria		
1	Business turnover	10	
	Turnover between INR 5 Crores to INR 10 Crores (Max.Marks 8)		
	Turnover between INR 10 Crores to INR 15 Crores (Max. Marks 9)		
	Turnover more than INR 15 Crores (Max. Marks 10)		
II	Experience		
1	Work Experience in Professional Monitoring of satellite channels.	10	
	Survey/ Data Collection Project (100 Lakhs Value) in last 3 years		
	For 2 different clients with different projects (Max. Marks 8)		
	For 2-4 different clients with different projects (Max. Marks 9)		
	For More than 4 different clients with different projects (Max. Marks 10)		
	OR Survey/ Data Collection Project (75 Lakhs Value) in last 3 years		
	For 3 different clients with different projects (Max. Marks 8)		
	For 3-5 different clients with different projects (Max. Marks 9)		
	For More than 5 different clients with different projects (Max. Marks 10)		
	OR Survey/ Data Collection Project (50 Lakhs Value) in last 3 years		
	For 4 different clients with different projects (Max. Marks 8)		
	For 5-7 different clients with different projects (Max. Marks 9)		
	For More than 7 different clients with different projects (Max. Marks 10)		
2	Solutions for Survey/ Data Collection		
	Availability of staff for survey in the cities/ towns (Category A,B, C &D) where functional headends are present for distribution of channels.	20	
	Coverage of at least 70% areas under Phase –I, II, III & IV cities (Max. Marks 12)		
	Coverage of at least 80% areas under Phase –I, II, III & IV cities (Max. Marks 16)		
	Coverage of at least 90% areas under Phase –I, II, III & IV cities (Max. Marks 20)		
	Availability of technological solution / devices for remotely collection of Technical data of Cable TV Headends from the output feed of headends.	10	
	Coverage of areas up to 50% under Phase –I, II, III & IV		

S.No.	Specific Requirement	Max. Marks	
	cities (Max. Marks 6)		
	Coverage of 51% to 74% areas under Phase –I, II, III & IV cities (Max. Marks 8)		
	Coverage of more than 75% areas under Phase –I, II, III & IV cities (Max. Marks 10)		
	Any other solution for Survey / Field Data collection for successful completion of Phase I, II, III and IV of Cable TV Digitisation.	4	
	Provision of Any other solution for Survey / Field Data collection for successful completion of Phase I, II, III and IV of Cable TV Digitisation. (Max. Marks 4)		
3	Human Resource		
	Minimum 10 Professional on roll	4	
	Between 10-20 Professionals (Max. Marks 3)		
	More than 21 Professionals (Max. Marks 4)		
	Out of above professionals Minimum 2 experienced professionals	4	
	Between 5-9 Professionals (Max. Marks 3)		
	More than 10 Professionals (Max. Marks 4)		
III	Project Specific Requirement		
1	Network & Infrastructure/ Local Presence		
	A Pan India presence of representatives in all major cities of India	4	
	Undertaking for engagement of representatives (Max. Marks 3)		
	Existing Representatives (Max. Marks 4)		
	Office setup in Delhi/ NCR	4	
	Undertaking for establishment of Office (Max. Marks 3)		
	Existing Offices (Max. Marks 4)		
2	Methodology	10	
3	Strategic Approach	10	
4	Tools for Survey / Data collection teams for collection of Field Data for successful completion of Phase I, II, III and IV of Cable TV Digitisation.	10	
	Total	100	

Note: *Cut off to qualify for financial round: 60 (absolute technical score). Score of firms that meet cut off to be normalized, with highest scoring firm getting 100*

2. Back Ground and Scope of Work

2.1. Background

The Government of India, Ministry of Information & Broadcasting had taken up Cable TV Digitization in Phase wise manner across India and has taken up a comprehensive review and ascertain the successful completion of Phase I, II, III and IV of Cable TV Digitisation. In compliance to DAS notification and Cable Act, Ministry of Information and Broadcasting wants to an authentic data from the field to ensure that the analog transmission of cable TV signals have actually been switched off in all DAS notified areas (Phase I, II, III and IV) by all MSOs/Cable Operators.

Government of India, have already directed to shut down transmission of Cable TV channels in analog w.e.f. January 31, 2017 DAS III areas and DAS Phase IV which is going to be implemented from March 31, 2017. DAS notified areas under Phase III and Phase IV will cover entire India upto the village level except those areas which have already covered under phase I & II. The Analog Cable TV Transmission mode will accordingly be discontinued completely and MSOs must have to transmit encrypted signal to their respective LCOs/end-users without keeping any scope to tamper the signal as transmitted by MSOs.

BECIL intends to engage an agency/company for Deployment of Survey / Data collection teams for collection of Field Data for successful completion of Phase I, II, III and IV of Cable TV Digitisation on behalf of Ministry of Information & Broadcasting throughout the country in rural as well as urban areas covered under Phase I, II, III and IV DAS notified areas. The agency will submit area wise detailed report to MIB / BECIL.

2.2. Objective of Survey / Data Collection.

Shortlisted bidder shall have to deploy the Survey / Data collection teams for collection of Field Data or remotely through technological mean to ascertain the successful completion of Phase I, II, III and IV of Cable TV Digitisation in the entire India for BECIL on behalf of MIB. The broad objectives are as:

- a) Evaluate the extent of switched off analog transmission of Cable TV Channels in Phase I, II, III and IV DAS notified locations.
- b) Evaluate the extent of Digital encrypted transmission of Cable TV Channels in Phase I, II, III and IV DAS notified locations.

2.3. Scope of Work

Shortlisted bidder(s) shall have to undertake the following work to get an authentic data to ensure that analog signals have actually been switched off in Phases I, II, III & IV areas by all MSOs/cable operators:

a) Reports regarding carriage of channels/ signals

- (i) Report of carriage of analogue signals after cut off dates.
- (ii) Report of carriage of any unencrypted signals after cut off dates.
- (iii) Report of carriage of any unauthorized satellite channel.
- (iv) Report on carriage of all mandatory channels.

The aforesaid report should cover the following:

- (i) All registered as well as unregistered MSOs/ cable Operator.
- (ii) Report should be with proof which can stand scrutiny in any court of Law
- (iii) Report to be submitted twice in a month.
- (iv) Report to be sent till 31.12.2017 with effect from date of issue of LOI.

The format for the reports will be provided by BECIL/ MIB.

b) The successful bidder should provide web-based dashboard for BECIL/ MIB for regular access and monitoring of the data and reports.

- (i) The dashboard/ tool should be password protected and secure from any type of cyber threat, loss of data, etc.

ANNEXURE-II

TECHNICAL PROPOSAL SUBMISSION COVERING LETTER

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Ltd
C 56, A/17, Sector - 62,
Noida-201307 (UP)

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 Proposal.

We hereby declare that all the information and statements made in this Proposal (Technical Bid and Financial Bids) are true and accept that any misinterpretation contained in it may lead to our disqualification.

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.

Yours sincerely,

Authorized Signature [In full and initials and attach authorization to represent the company]
Name and Title of Signatory
Name of Firm
Address

FINANCIAL PROPOSAL SUBMISSION COVERING LETTER

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Ltd
C 56, A/17, Sector - 62,
Noida-201307 (UP)

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 Proposal.

S. No.	Item	Qty	Unit	Rate for every fortnight report	Tax Category	Tax Rate
1.	Deliverables as per Scope of Work	1	Job			

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.

Yours sincerely,

Authorized Signature [In full and initials and attach authorization to represent the company]

Name and Title of Signatory

Name of Firm

Address