

PRASAR BHARTI
(India's Public Service Broadcaster)
Directorate General: Doordarshan
Doordarshan Bhawan, Copernicus Marg
New Delhi -110001

File No. 19(2)2020-21E1 (P) TV

15/01/2021

Subject: Draft RFP for engaging e-auctioner to conduct E-auction of DD Free Dish slots & other platforms/channels.

The Draft specification of the upcoming RFP is enclosed herewith to offer comments, if any by prospective bidders/Firms. Please submit the comments on or before due date at e-mail address **dgddfreesdish@gmail.com** or on following Address:

Section Officer (Platform and Innovation)
Room No. 320,
Directorate General: Doordarshan,
Doordarshan Bhawan, Tower-A
Copernicus Marg,
New Delhi -110 001 (India)

Specification For: Draft RFP for engaging e-auctioner to conduct E-auction of DD Free Dish slots & other platforms/channels.

Specification no: Nil

Due Date to offer Comments: 25.01.2021

Encl.: As above (56 Pages)

Signature Not Verified

Digitally signed by PRABHAT KUMAR SINGH
Date: 2021.01.15 15:46:16 IST

Prabhat Kumar Singh
Assistant Engineer
For DG: DD



Prasar Bharati Secretariat,
Prasar Bharati House,
Copernicus Marg, New Delhi
110001



प्रसार भारती
PRASAR BHARATI
भारतीय प्रसारण सेवा
India's Public Service Broadcaster



प्रसार भारती सचिवालय

प्रसार भारती सचिवालय
प्रसार भारती भवन,
कापेर्निकस मार्ग, न्यू दिल्ली
110001

TENDER DOCUMENT
FOR
HIRING OF AN AGENCY FOR CONDUCTING E-AUCTIONS OF SLOT ON
DD FREE DISH PLATFORM, DTT PLATFORM AND SLOTS OF
DOORDARSHAN AND RADIO CHANNELS

Address: PRASAR BHARATI (India's Public Service Broadcaster)
DTH SECTION
Directorate General Doordarshan,
Doordarshan Bhawan, TOWER – 'A'
COPERNICUS MARG, NEW DELHI – 110001.
Website: www.PrasarBharati.gov.in/
www.doordarshan.gov.in

TENDER Notice.No.DTH/230/2020-PVII

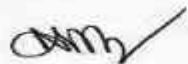
dated

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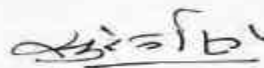





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1. Introduction

- 1.1. Prasar Bharati is a Statutory Autonomous body established under Prasar Bharati Act. It is the Public Service Broadcaster of the country, with Akashvani (All India Radio) and Doordarshan as its two constituents. It came into existence on 23rd November, 1997 with the mandate to organize and conduct public broadcasting services to inform, educate and entertain the public and to ensure a balanced development of broadcasting on radio and television. Prasar Bharati is interested to engage Application Service Provider (ASP) for providing customized service to implement e-auction system for slots of DD Free Dish platform, DTT platform and slots of Doordarshan & Radio channels.
- 1.2. In order to save cost and time, achieve process efficiencies and maintain transparency, fairness and equal opportunity in auctions/ tendering processes of procurement, Prasar Bharati intends to avail the services of an Application Service Provider.
- 1.3. Prasar Bharati also wants to use the service provider's infrastructure required for e-auction for Prasar Bharati offices. Bidder should list all elements and dependencies in its offer submitted for consideration of its bid viz. Web portal, Hardware, Software, Connectivity, Training and other Services for managing and conducting various events.
- 1.4. Invitation of Bids: Prasar Bharati invites sealed tenders under two stage bidding system i.e. Technical bid and Price bid. No contractual obligation on behalf of Prasar Bharati whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by officers duly authorized by Prasar Bharati and the successful bidder.
- 1.5. The procedure and terms & conditions for submission of bid are enumerated in this document.
- 1.6. Important information relating to NIT is given as below:



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Bids Data Sheet:

S. No.	Particulars	Bid Detail
1.	NIT No:	No.DTH/230/2020-P VII
2.	Place of availability of Tender Documents (RFPs)	1. Procurement Portal of Prasar Bharati http://prasarbharati.eproc.in 2. Website of Prasar Bharati, https://prasarbharati.gov.in/ 3. Central Public Procurement Portal (CPPP): http://www.eprocure.gov.in
3.	Estimated Cost of the Tender	INR 24,00,000(for Three Years contract period)
4.	Tender Processing Fee	As per table
5.	Bid Security/ EMD:	NIL- Bid Declaration certificate (Annexure-XI)
6.	Validity of Tender	180 days from the Opening of the tender.
7.	Currency of Payment:	INR (Indian Rupees)
8.	NIT System :	Two Bid System
9.	Mode of Bid Submission :	http://prasarbharati.eproc.in
10.	Price to be Quoted:	The price shall be firm and inclusive of all applicable taxes & duties including applicable GST.
11.	Contact person:	Section Officer (Platform and Innovations), Room No 320, Doordarshan Bhawan, Tower 'A', Copernicus Marg, New Delhi-110001
12.	Tender Category (Services/ Goods/ works)	Service
13.	Type/ Form of Contract (Work/ Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Service
14.	Date of Issue/	12.1.2021

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	Publishing	
15.	Pre- Bid Meeting	22.1.2021 3:00 PM
16.	Last Date and Time for Submission of Bids	2.2.2021 11.00 AM

- 1.7. Tender Document may be downloaded from website of the Prasar Bharati, <http://www.prasarbharati.gov.in> or <http://prasarbharati.eproc.in> or Central Public Procurement Portal <https://www.eprocure.gov.in> well before the deadline for submission of bid. After downloading/ getting the Tender document/ schedules, the bidder should go through the documents carefully and then upload the requisite documents on <http://prasarbharati.eproc.in>.

2. Instructions to the Bidders:

- 2.1. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Tender document. Failure to furnish any information required by the Tender document or to submit a bid not substantially responsive to the Tender document in every respect will be at the Bidder's risk and shall result in the rejection of its bid.
- 2.2. No Deviation from Specifications, Terms & Conditions of the document is allowed. Offer having deviation from specifications and/ or terms & conditions would be rejected.

2.3. Tender Processing Fee:

- 2.3.1. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Prasar Bharati e-Tendering Portal (<https://prasarbharati.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 450/- plus 18% GST through online mode (net banking/debit card/credit card). Validity of Registration is 1 year.
- 2.3.2. To participate in bidding, bidders have to pay Tender Processing Fee as mentioned in the Para 2.3.3 through online mode (net banking/debit card/credit card).
- 2.3.3. The Bidders/ Vendors shall be charged Processing Fees of INR 560.50



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including GST in according with the Estimated Cost of respective Tenders. The following are the charges to be paid by the Bidders /Vendors on the e-procurement portal:

Estimated value of Tender	Processing fees	
	Per Tender Per Bidder	Total including GST
Less than or Equal to Rs. 10 Lakhs	475.00 + 18 % GST	560.50
More than 10 Lakhs but Less than or equals to 50 Lakhs	925.00 + 18 % GST	1091.50
More than 50 Lakhs	1150.00 + 18 % GST	1357.00
Annual charges for Online Bidder / Vendor for the Registration	450.00 + 18 % GST	531.00

- 2.3.4. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
- 2.3.5. Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as "0" (Zero).
- 2.3.6. The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

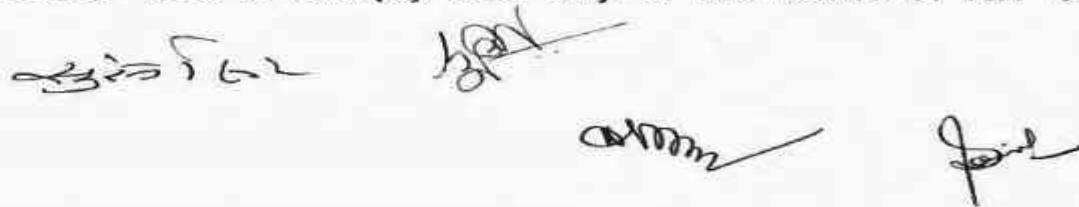
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2.4. Bid-Securing Declaration:

- 2.4.1. Bidders shall submit a Bid-Securing Declaration (ANNEXUE-XI) along with the Technical Bid, to be uploaded onto the e-procurement Portal of Prasar Bharati.
- 2.4.2. In case, the Bid Securing Declaration is not found then the Purchaser reserves the right to reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- 2.4.3. The Bid Securing Declaration will be executed:
- 2.4.3.1. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- 2.4.3.2. If bidder withdraws Bid or makes any modification in the terms and conditions of the NIT which are not acceptable to Prasar Bharati, during the period of Bid Validity;
- 2.4.3.3. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Bid or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this Bid, as mentioned in Clause 3.5.
- 2.4.3.4. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- 2.4.3.5. If the successful bidder fails to furnish Performance Bank Guarantee of requisite amount and valid for a period as mentioned in this tender.
- 2.4.3.6. If the successful bidder fails to comply with any of the terms of NIT or Contract;

The block contains four handwritten signatures or initials in black ink. From left to right: a signature that appears to be 'S. S. S.', a signature that appears to be 'S. S. S.', a signature that appears to be 'S. S. S.', and a signature that appears to be 'S. S. S.'.

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2.4.3.7. In case any information/document which may result in the bidder's disqualification is concealed or by the Bidder or any statement/ information/ document furnished by the Bidder or issued by a Bank/Successful bidder/third party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Successful bidder/Third Party.

2.4.4. The decision of the Purchaser regarding execution of Bid-Securing Declaration shall be final and binding on the Bidders, which shall not be called upon in question under any circumstance.

2.4.5. The Bidder is not put on 'Holiday' by Prasar Bharati or any of the Government departments, Public Sector or banned/blacklisted by Government department/ Public Sector on the due date of submission of bid. Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid along with the Bid Security Declaration, if any, will be returned immediately to the Bidder.

2.5. PREFERENCE TO MAKE IN INDIA:

2.5.1. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups as recognised by Department of Industrial Policy & Promotion (DIPP) shall be exempted from payment in respect of cost of Earnest Money as per the Government instructions on the subject on submission of documentary evidence of valid Registration in the concerned category of the Tendered items.

2.6. Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance.

2.7. The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India as per the revised "Public Procurement (Preference to Make in India), Order 2017",

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circulated by the Department of Promotion of Industry and Internal trade,
Ministry of Commerce & Industry, Govt. Of India vide Order No. P-
45021/2/2017-PP (BE-II dated 04.06.2020 will be applicable for this tender.

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- 2.7.1.1. Prasar Bharati may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
- 2.7.1.2. False declarations will be in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 2.7.1.3. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this tender for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it For all small and medium enterprises including start-ups registered with Government of India for e-procurement/ e-auction solutions, the EMD amount shall be NIL. The benefit as stated above to MSE shall be available only for goods / services produced & provided by MSEs for which they are registered.

2.8. Documents To Be Submitted With Bids:

- 2.8.1. Self Certification for Compliance in respect of Central Vigilance Commission(CVC) guidelines, MeitY Govt. of India e-procurement guidelines and Standardisation Testing and Quality Certification (STQC) as required by CVC and relevant Government rules, laws, instructions, acts including provisions of IT Act. (Annexure I)
- 2.8.2. Price Schedule/Financial Bid -To be uploaded on e-procurement portal (Annexure (II))
- 2.8.3. Technical Bid Letter (Annexure-III)
- 2.8.4. Bid form (Annexure-IV)
- 2.8.5. Letter of authority to sign bid documents (Annexure—XII)
- 2.8.6. Letter of authority for attending Bid opening event as per (to be furnished at the time of attending the said meeting)- (Annexure-VI).
- 2.8.7. Nil Deviation Certificate as per (Annexure—VII).

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- 2.8.8. Declaration for no Blacklisting ---- (Annexure-VIII)
- 2.8.9. Documentary proofs to meet all the eligibility criteria mentioned under Para-4.
- 2.8.10. 'Declaration regarding MSME' (Annexure-IX)
- 2.8.11. Self-Certificate for Local Content (Annexure-X)
- 2.8.12. Bid-Securing Declaration (Annexure-XI)
- 2.8.13. Letter of Authorisation to sign the bid documents (Annexure-XII)
- 2.8.14. Undertaking for No Direct Equity In any TV Channel/Broadcast Distribution Platform Company (Annexure-XIII)
- 3. Commercial Conditions of the contract**
- 3.1. The method of selection is: Quality & Cost Based Selection (QCBS) as per the table mentioned at Para 5.2.10.
- 3.2. Successful bidder will be required to sign a legal contract on stamp paper of requisite value containing terms and conditions as stated therein. This document will be signed by authorised representatives of Prasar Bharati and succesful bidder after mutual consent.
- 3.3. The service contract will be between Prasar Bharati and successful bidder only. Successful bidder will not be allowed to further subcontract to any other agency/ entity.
- 3.4. **Validity Term of the Contract:** The term of this agreement shall start from the date of signing the contract by both parties. The contract period will be initially for a period of three years from the date of signing of the agreement. The term may be renewed with mutual consent for next two years in steps of one year. However Prasar Bharati would have the right to terminate the agreement during its currency by giving 90 days advance notice.
- 3.5. In the event of Completion and / or Termination of the agreement for any reason, all the data including bids etc. uploaded on the system shall be kept safe and accessible for Prasar Bharati.



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3.6. Performance Bank Guarantee (PBG)

- 3.6.1. Within 15 days of issue of work order, the Service Provider will be required to submit PBG of Rupees Seventy Two Thousand only (Rs 72000/-). The Performance Bank Guarantee shall be valid for the period of contract in force plus 90 days.
- 3.6.2. The Successful bidder will be required to accept the work order for Application Service Provider (ASP) to implement e-auction system which may be issued by Prasar Bharati. Non acceptance of such work order by the Service Provider will result in Execution of Bid Security Declaration
- 3.6.3. PBG may be furnished in any of the following forms:
- 3.6.3.1. Pay Order/ Demand draft/ RTGS/ NEFT (Electronic Fund Transfer) in favour of DDO, Prasar Bharati Secretariat, payable at New Delhi
Or
- 3.6.3.2. PBG from any of the Scheduled Banks strictly as per format at Annexure- V
- 3.6.4. It is the responsibility of the bidder to get the PBG(s) revalidated/extended for the required period (subject to minimum period of one year), as per the advice of Prasar Bharati. Prasar Bharati shall not be liable for issue of any reminders regarding expiry of the PBG(s).
- 3.6.5. In case the PBG(s) is not extended before the expiry date, Prasar Bharati reserves the right to invoke the same by informing the concerned bank in writing, without any advance notice communication to the concerned bidder.
- 3.6.6. The bidder should note that any corrections to PBG(s) shall be done by the issuing bank only with prior consent of Prasar Bharati and through an amendment agreed on an appropriate non-judicial stamp paper.
- 3.6.7. The Original PBG(s) shall be sent directly by the Bank to Prasar Bharati under the registered post (Acknowledgement Due)/Courier/ Speed Post.
- 3.6.8. PBG shall be released to the Application Service provider (successful bidder) after 90 days of the actual date of fulfillment of contractual obligations as per terms of contract.

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- 3.6.9. Acceptance of PBG will be subject to hypothecation or endorsement on the documents in favour of DDO, Prasara Bharati Secretariat. However, Prasara Bharati will not be liable or responsible in any manner for the payment or collection of interest or renewal of the documents or in any other matter connected therewith, wherever applicable.
- 3.6.10. Prasara Bharati reserves the right to appropriate any part/whole of the amount of the PBG and security deposit without prejudice to other claims against the Application Service provider (ASP) for losses suffered by Prasara Bharati due to failures on the part of the Service Provider, due to termination of contract or ASP becoming disqualified because of liquidation/insolvency. The decision of Prasara Bharati in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the ASP.
- 3.7. **Readiness of Service:** This service should be installed, customized, made available and ready for full-fledged service within 3 weeks from the date of Agreement.
- 3.8. **Delay in Service:** Any delay in launch of service beyond 3 weeks period shall invite penalty clause and if it is beyond 6 weeks the Order on the tender shall be cancelled.
- 3.9. Prasara Bharati shall not provide any Guest House/ accommodation (lodging and boarding)/ Hotel, Travelling/ conveyances in case of visit to offices of Prasara Bharati outside in Delhi/NCR, local transportation and any other out of pocket expense. The Bidder should consider all these expenses while submitting price bid. No request will be entertained in this regard in future.
- 3.10. The Service Provider is liable to take/maintain all necessary insurances at his own cost.
- 3.11. **Settlement of disputes:**
- 3.11.1. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.



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- 3.11.2. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in the concerned clause, herein below.
- 3.11.3. **Arbitration:** If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specification, design, drawings, estimates, schedules, Appendix(s), orders, instructions, the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to this contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Chief Executive Officer, Prasar Bharati .
- 3.11.4. If an arbitrator to whom the matter is referred dies or refuses to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Chief Executive Officer, Prasar Bharati to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to Chief Executive Officer, Prasar Bharati to this effect failing which the arbitrator will be entitled to proceed de-novo.
- 3.11.5. It is a further term of this contract that no person other than the person appointed by the Chief Executive Officer, Prasar Bharati as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all.
- 3.11.6. The arbitrator(s) may from time to time, with the written consent of all the parties to the contract, enlarge the time for making and publishing the award.
- 3.11.7. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause.



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- 3.11.8. It is also the term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- 3.11.9. The arbitrator shall give reasoned award in respect of each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the Indian law.
- 3.11.10. The Venue of the arbitration shall be at New Delhi, India. Subject to as aforesaid, the provision of the Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- 3.12. **Governing laws and Jurisdiction:** This contract shall be interpreted in accordance with and be governed by the laws of India. The Jurisdiction shall be vested only in the Courts at New Delhi.
- 3.13. Application Service provider (successful bidder) solemnly agrees and accepts the responsibility of safeguarding all the data and information to be fed to the data server of the software. At any point of time Prasar Bharati wants to migrate this software to any other version of software or system, the service provider shall retrieve the entire data and transfer to the new software system.
- 3.14. **Income Tax Liability:** Application Service provider (ASP) will have to bear all Income Tax liability both corporate and personal tax.



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- 3.15. **Designs, Patents And Royalties:** If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirement of the contract is/are covered by a patent(s) in respect of which service provider is not licensed, the Application Service provider (successful bidder) shall before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty (ies) and license fee(s) as may be necessary. The Application Service provider (successful bidder) shall keep the organization indemnified from and against any and all claims, actions demand and proceedings whatsoever brought or made against the organization on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the service provider shall at their own risk and any work executed by the Application Service provider (successful bidder) shall at their own risk and expense defend any suit for infringement or patent or like suit brought against the Prasar Bharati (whether with or without the Application Service provider (successful bidder) being a party thereto and shall pay damages and costs awarded in such suit and keep the Prasar Bharati indemnified from and against all consequence thereof.
- 3.16. **Employment by firms to officials of this Organization** If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the employee of Prasar Bharati, or alternatively, if any relative of an employee of Prasar Bharati has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.17. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of Prasar Bharati



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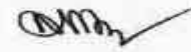
- 3.18. The Service Provider shall be further liable for the consequences/losses resulting from omissions and/ or commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts. Prasara Bharati is not responsible for any liability of whosoever in nature in the process of completion of service.
- 3.19. **Ethical Standard:** Application Service provider (ASP) is expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Prasara Bharati will reject a proposal for award if it determines that the service provider being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows: "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement processor in Contract execution;
- 3.20. "Fraudulent practice" means a misrepresentation of facts in order to influence an auction process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive Prasara Bharati of the benefits of competition. By signing the Bid Forwarding Letter, the service provider represents that for the solution it supplies, it is either the owner of the Intellectual Property Rights in the solution or that it has proper authorization and/ or license from the owner to offer them. Willful misrepresentation of these facts shall be considered a fraudulent practice with out prejudice to other remedies that the Prasara Bharati may take.
- 3.21. **Insurance:** Service Provider shall take out and maintain, at its own cost but on terms and conditions approved by Prasara Bharati, insurance against the risks, and for the coverage, as shall be specified by Prasara Bharati and in accordance with good industry practices.



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3.22. Force Majeure:

- 3.22.1. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- 3.22.2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- 3.22.3. 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, (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the acceptance of the contract, and avoid or overcome with utmost persistent effort in the carrying out its obligations hereunder.
- 3.22.4. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services in respect of the contract on the part of Application Service Provider (successful bidder) .
- 3.22.5. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than Ten (10) days from the moment of their beginning.
- 3.22.6. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization or the respective country shall be sufficient proof of commencement and cessation of the above circumstances.



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3.22.7. If the impossibility of complete or partial performance of an obligation lasts for more than one month's either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of thirty (30) days to the other party.

3.22.8. The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default in respect of the contract 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 measure, with the objective of carrying out the terms and conditions of the contract.

3.23. Limitation of Liability

3.23.1. In the event of the damages to Prasar Bharati's property or personal injury to Prasar Bharati/ ASP's personnel due to negligence of ASP, the responsibility shall solely rest with ASP. Prasar Bharati shall not be responsible for the loss of life of employee of ASP at the time of performance of contract due to natural calamities/ accident/ explosion, etc. if any.

3.23.2. Except in the case of gross negligence or wilful misconduct on the part of the Application Service Provider or on the part of any person or Company acting on behalf of the Application service provider in carrying out the services, the Application Service provider, with respect to damage caused by the Application Service Provider to Prasar Bharati, shall be liable to Prasar Bharati: [i] for any indirect or consequential loss or damage; [ii] for any direct loss or damage. Such liability shall be to the extent of the amount that the Application Service Provider may be entitled to receive from any insurance maintained by the Application Service Provider to cover such liability plus the Performance Bank Guarantee submitted by the Application Service Provider.



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3.24. Termination:

Prasar Bharati shall have the right to terminate this contract in part or in full in any of the following cases:-

- 3.24.1. If the Service Provider is declared bankrupt or becomes insolvent.
- 3.24.2. As per decision of the Arbitration Tribunal.
- 3.24.3. As per Force Majeure clause of this contract.
- 3.24.4. Prasar Bharati has noticed that Application Service Provider (ASP) has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- 3.24.5. The delivery of services is delayed due to causes of Force Majeure for more than 01 month.
- 3.24.6. Prasar Bharati may terminate the contract, in whole or in part, by not less than thirty(30) days written notice of termination to the Application Service Provider (ASP) in the following cases:
 - 3.24.7. If the Application Service Provider (ASP) does not remedy a failure in performance of their obligations under the contract, within fifteen (15) days after being notified or with any further period as Prasar Bharati may have subsequently approved in writing.
 - 3.24.8. If the Application Service Provider (ASP) becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Prasar Bharati.

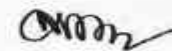
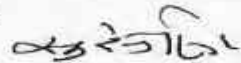
3.25. Penalty Clause

If the Bidder does not deploy the resources, as per the agreed scope of services with Doordarshan in accordance with the RFP, or such authorized extension of delivery period as may be permitted in writing by Prasar Bharati, Prasar Bharati shall impose a penalty as given below:



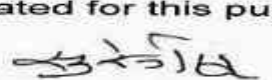

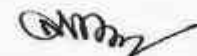
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- 3.25.1. Non deployment of resources as above at DD by the due date – penalty for this would be charged at the rate of 0.1% of the total contract value for each day's delay beyond the stipulated delivery period subject to a maximum period of 15 days. If the delivery, of whole or in part, is delayed beyond 15 days from last date of delivery as given in the purchase order, Prasar Bharati will have option to cancel the purchase order and to forfeit the security deposit of the agency.
- 3.25.2. In case of unsatisfactory performance of the contract by not keeping the work deadlines as required by Prasar Bharati, then Prasar Bharati will have the right to withdraw the work & get the work completed at the risk and cost of the agency. Further the vendor is deemed to have agreed and accepted Prasar Bharati's reserved right to forfeiture of PBG apart from imposing other liquidated damages as decided by Prasar Bharati at its sole discretion. Apart from this the vendor may be blacklisted for a period of as decided by Prasar Bharati at its sole discretion and/ or more for participating in any of the tenders as invited by Prasar Bharati in future.
- 3.25.3. Personnel are required to work as per project requirement by respective Project-in-charge. Personnel are required to work on need-basis and may have to work after office hours as well. These will be considered as a part of regular Duties under contract and no extra payment will be made for the same. Not Reporting for work will be considered as absence and deductions from the payment due at pro-rata basis will be done. However, if a person provided by the vendor is absence for more than 3 days continuously and a replacement is not provided then a penalty of Rs.10,000/- per day will be levied for the period of absence in addition to pro rata deduction in the bill for that period.
- 3.25.4. The vendor would not change any of the personnel provided under the contract to Prasar Bharati, without prior approval from the concerned authorities of Prasar Bharati. In case any change is allowed by Prasar Bharati then also the manpower replacement being provided should possess the relevant qualification and experience for the post as provided in this RFP.



- 3.25.5. The Agency shall at its own expenses make good any loss or damage suffered by the Prasar Bharati as a result of the acts of commission or omission, and negligence or otherwise of its personnel while providing the said services at any of the premises of the Prasar Bharati or otherwise.
- 3.25.6. If there are any defects arising from failure of equipment to meet the specifications within the period of the contract, the Bidder shall replace/repair the defective equipment at his expense within 24 hours. The Application Service Provider (ASP) shall be charged penalty of Rs. 1000 (Rupees One Thousand Only) per hour in case of non-working of the service/ server(s), because of which working of e-auction is held up due to the fault of successful bidder. However if the e-auction continues to be held up beyond 24 hrs a penalty of Rs.2,00,000/- shall be levied per e-Auction event if the e-auction service is not restored within 24 hours from the time of reporting of the fault. Time will be counted from time e-intimation is given to successful bidder by designated officer of PB
- 3.25.7. In addition to that since it is logical that equipment will not be utilized, no payment, if any, will be made for that day.
- 3.26. Successful bidder shall ensure 99.5% uptime of the servers/services.
- 3.27. **Assignment:** Application Service Provider (successful bidder) shall not, without the express prior written consent of Prasar Bharati, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.
- 3.28. **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3.29. The project will be considered as started from the date of hosting first tender on the e-tendering portal arranged by successful bidder.
- 3.30. In case of any malfunctioning related to software/hardware on server side, successful bidder should rectify the same within one calendar day.
- 3.31. Application Service Provider (Successful bidder) will indemnify Prasar Bharati against all losses, damages, expenses of whatsoever nature, arising out of the above said malfunctioning related to software/ hardware of e-tender portal.

- 3.32. Application Service Provider (Successful bidder) shall treat all the data and information collected from Prasar Bharati and its bidders during the project in strict confidence.
- 3.33. The Monthly periodical reports illustrating the up/ down time of the e- auction services shall be submitted by Successful bidder to Prasar Bharati. These reports may be based on the log/ databases of the system/ servers.
- 3.34. Prasar Bharati will appoint a dedicated Nodal Officer for interaction with Application Service Provider (Successful bidder). Similarly Successful bidder will appoint Nodal Officer for interaction with Prasar Bharati.
- 3.35. The documentation supplied by Application Service Provider (ASP)/ Successful bidder will include user manual and vendor manual Application Service Provider (ASP)/ Successful bidder agrees to guarantee the service of the e-auction software and hardware and their satisfactory performance subject to fitness of hardware/ software on Prasar Bharati side.
- 3.36. Application Service Provider (ASP)/ Successful bidder shall maintain disaster management, so as to ensure that the un-interrupted services are available to Prasar Bharati.
- 3.37. E-auctioning system provided for Prasar Bharati shall comply with the CVC/ DIT/ Govt of India guidelines issued from time to time. It shall always be kept appropriately updated/ modified.
- 3.38. A log of e-auction operations including the untampered softcopies of e-auctions shall be maintained by Application Service Provider (Successful bidder) for later reference by Prasar Bharati.
- 3.39. **Audit Log:** Comprehensive audit log facility for detailed auditing of all transactions. The audit logs are secured and tamper proof with provision to know the details whenever required.
- 3.40. **Payment Terms:** The payment shall be made to the successful bidder (Auctioneer) on successfully completing the e-auction events once in a quarter period (three months) as per prices quoted for an e-auction event in their price bid (**Annexure-II**), after making necessary deductions as per all terms and conditions of this RFP. Bidder will be required to submit complete log details of all such e-auction events for which the invoices will be raised.
- 3.40.1. Invoices raised by agency shall be verified by competent officer of Prasar Bharati nominated for this purpose.



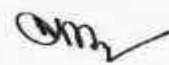


- 3.40.8. All Payments to be made in INR only and subject to liquidated damages and taxes, duties, penalties as applicable, if any.
- 3.40.9. Prasar Bharati will not be any party between successful bidder's and its employee for any reason. Prasar Bharati will not pay any amount to successful bidder's employee in any case.
- 3.40.10. Prasar Bharati will not be responsible for any dispute arising out between Application Service Provider (ASP) and participating bidders who are supposed to be taking part in the bidding activity (third party) for any reason.

4. Eligibility Conditions, Specifications and Technical Conditions of the Contract

S.No.	Criteria	Proof to be submitted
i	The bidder should be a company incorporated in India under Companies Act, 1956/ 2013 or a Partnership registered under the Indian Partnership Act, 1932 or a Partnership registered under the Limited Liability Partnership Act, 2008 or a Government Undertaking or a Government Autonomous body. Consortium is not eligible to participate in the process.	Copy of Certificate of Incorporation or copy of partnership deed or copy of the relevant notification.
ii	The Bidder should be providing e-auctioning (Reverse auction and Forward Auction) services (ASP) to Government and PSUs for a minimum of last 3 years using the same platform/solution that is being offered in this bid	Performance certificates from users organisations to whom bidder is providing services for last 3 years using the offered solution/ platform.
iii	Bidder should have minimum annual turnover of Rs. 5 Crores during each of three financial years (2016-17, 2017-	Copies of the audited balance sheet and Profit and Loss Statement.

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	2018 & 2018-19) through e-auctions. This must be the individual company turnover and not that of any group of companies.	
iv	The e- auctioning solution proposed by the bidder and related system should conform to the requirements of the IT Act 2000, amended IT Act 2008, CVC and Govt. of India guidelines for e-procurement/auction and GFR Guidelines. Bidder should have it's own Domain, e-auction related software and own data center/should have arrangement for Tier 3 data center (approved by Government of India) and other regulatory bodies for forward auctioning process.	1. CVC Guidelines checklist as per Annexure-I. 2. Self-Certification by the bidder for conformity to IT Act, GOI guidelines, GFR, etc.
v	The proposed e-auction application and hosting infrastructure should be STQC certified.	Valid STQC Certificate.
vi	The bidder should have successfully completed at least 5000 e-auctioning events during each of the three financial years 2016-17, 2017-18 and 2018-19 with total (auction) value of at least Rs 500 crores from all such e-auction events in each of the 3 (three) financial years, namely 2016-17, 2017-18 and 2018-19.	Certificates from users organisations to whom bidder is providing services for last 3 years using the offered solution/ platform
vii	The bidder should have support facilities office in Delhi/ NCR region.	Support office address: /Proof of services Delhi/ NCR region.

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viii	The bidder should have ISO:27001 certificate for conducting e-procurement/e-auction activities.	Copy of ISO Certificate
ix	The Bidder should be registered with Income Tax and GST.	1. Copy of PAN card. 2. Copy of GST registration
x	Presently the company should not be blacklisted/ barred/ disqualified by any Govt. Department/ PSU/ PSB/ Autonomous Body.	Declaration by the bidder on affidavit as per Annexure-VIII
xi	<p>The bidder shall not have any equity directly in any TV channel /broadcast distribution platform company in India. Similarly any TV channel/broadcasting distribution platform company in India shall not have any direct equity in the bidding company.</p> <p>TV channel is defined as a company registered under Indian Company Act, 1956 who has been granted licenses for up-linking and down-linking their respective channels with Min. of I & B.</p> <p>Broadcasting distribution platform is defined as a company granted license by Min. of I & B for distribution of TV channels in India</p>	<p>Undertaking for the same.</p> <p>(Undertaking format to be given as Annexure-XIII)</p>

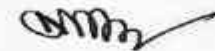
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- 4.1. **Eligibility Conditions:** Only those Bidders who fulfill the following criteria are eligible to respond to the Tender. Documents in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders that do not fulfill any of the following eligibility criteria are liable to be rejected.
- 4.2. **Scope of work**
- 4.2.1. The scope of work involves providing the e-auction platform for conducting e-Auctions by Prasar Bharati.:
- 4.2.2. To design, structure and implement the overall e-auction process of following during the contract period with a view of maximizing revenue received thereof from all such e-auction events with the approval of Prasar Bharati:
- 4.2.3. e-auction on Forward Auction (No-Tie) basis including the e-aspects ensuring, a transparent and fair e-auction process for selling slots of DD Free Dish platform.
- 4.2.4. e-auction for DTT platform
- 4.2.5. e-auction for slots of any Doordarshan and Radio channels
- 4.2.6. To enable Prasar Bharati in hosting a solution for e-Auction of any services, the service provider should have its own hardware, software, connectivity and expertise in conducting e-auction events online. No hardware or software would be provided by Prasar Bharati to the service provider.
- 4.2.7. The e-auction application should be capable of handling e-auctions, forward auctions, etc.
- 4.2.8. The application should be OS independent i.e. should run on any Operating System.
- 4.2.9. The application should be Browser Independent. Browser for all legal purposes is Microsoft Internet explorer 8.0 above. Application must work on IE 8.0 & above and should also be equally compatible with all other mostly used browsers such as Chrome, Firefox, Edge, etc.



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4.2.10. The application must have a well-built MIS reporting system for dissemination of tender and other procurement related information.

4.3. Application Features and Requirements: Application Design, Development and Customization for Prasar Bharati:

4.3.1. Service Provider shall design, develop and/ or customize the application based on the functional, system requirements, specifications and designs for the e-auction application finalized by Prasar Bharati.

4.3.2. The application may require integration with existing legacy/ ERP systems being used in Prasar Bharati/ other tools like Business Intelligence that Prasar Bharati may deploy during the project period. Service Provider should provide integration interfaces for inbound and outbound communication that provide an integration framework following Standard Integration Framework like SOA (Service Oriented Architecture) etc.

4.3.3. The Application should support a reliable Message Transport for delivery of messages across multiple hardware and OS platforms. It should support adapters or other mechanisms for sending and receiving the information to and from the standard ERP solutions and legacy solutions.

4.3.4. The Application may require integration with bank payment gateways, SMS and email gateways, which should be undertaken by the service provider in consultation with Prasar Bharati.

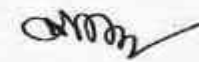
4.3.5. The Application shall support digital signature certificates certified by Certification Authorities (CA).

4.3.6. The Application should be capable of supporting different kinds of output reports as may be required by Prasar Bharati.

4.4. Hosting Infrastructure Requirements for the ASP solution:

4.4.1. The Web-based application should be hosted in a minimum tier-III data center in India.

4.4.2. The service provider shall provide details regarding redundancy available at their primary site in case of any eventuality.



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- 4.4.3. The Service Provider should ensure existence of adequate and secure infrastructure including firewall, intrusion detection, Prevention systems etc.
- 4.4.4. The Application and hosting infrastructure shall be scalable and shall permit expansion of both the capacity and functionality.
- 4.4.5. Secure web-based access (e.g., https instead of http). The e-auction application shall be a n-tiered (3 or more) architecture with Web, application and Database Server & offers a superior level of security with Secure Socket Layer (SSL) encryption, strong authentication with digital signature certificates and speed to conduct real time bidding over the Internet
- 4.4.6. Access with single sign-on and facility for User Authentication & role based access control.
- 4.4.7. The proposed e-auction application should be highly robust, scalable. The Application Service Provider (successful bidder) needs to check the scalability, interoperability of its e-auction application and the data on the concurrent users and transactions the Application can handle.
- 4.5. **Auction activity / process**
- 4.5.1. **Pre-Auction Activity:** The pre-auction activity will include but not limited to the following
- 4.5.1.1. To develop optimum auction plans before e-auction events to advise on/incorporate on the safeguards in the auction system to ensure the security of the entire process.
- 4.5.1.2. To prepare bid documents for e-auction.
- 4.5.1.3. To register prospective Prasar Bharati client's for e-auction events as per guidelines of Prasar Bharati & Provide secure ID and password etc to all the legitimate bidders for participating on their website on which the e-Auction event will be conducted as per the schedule provided by Prasar Bharati
- 4.5.1.4. Ensure that all the legitimate participants are provided transparent with online drill /training in advance to make them familiar with the e-Auction process of Prasar Bharati



4.5.2. Auction activity:

- 4.5.2.1. To conduct e-auctions of slots of DD Free Dish Platform or other PB platforms /channels in batches of separate e-auction events as decided by the Prasar Bharati (as per detailed policy guidelines issued by the Prasar Bharati, amended time to time).
- 4.5.2.2. To conduct e-auctions on the exact dates and time as per the schedule provided by Prasar Bharati
- 4.5.2.3. To provide live monitoring facility of complete e-auctioning process to Prasar Bharati officials in the premises of Prasar Bharati as decided by Prasar Bharati.



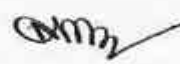

4.5.3. Post Auction Activity:

- 4.5.3.1. Provide the log record of all the e-auction events conducted, either by email or by sealed courier/speed post to the designated nodal officer of Prasar Bharati immediately after the e-Auction process.
- 4.5.3.2. Provide the list of channels with their final quote in the descending order through email to the designated email ID and a hard copy in sealed cover to the designated officer of Prasar Bharati.
- 4.5.3.3. To document the entire process of e-auction.
- 4.5.3.4. To provide all the incidental services till the completion of the process and selection of the successful bidder (s).
- 4.5.3.5. To interact continuously with Prasar Bharati for above functions.

4.5.4. Auction Preparation:

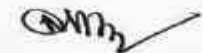
- 4.5.4.1. The e-auction system should have provision to system generate auto display masked, i.e. Pseudoidentification of a bidder, instead of actual Name/Identification, till the closure of bidding. The officers of Prasar Bharati and the auctioning agency also should not have access to the actual identity of bidders till the closure of bidding.
- 4.5.4.2. The e-auctioning system should support defining of base attributes of the auction and e-auction portal should be compatible with client's web browsers.

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- 4.5.4.3. Prasar Bharati should be able to define detailed auction schedule (auction date, starttime, minimum bid increment, period of automatic extension of closingtime, numbers of automatic extension of closure time, start price, reservepriceetc) in line with the laid down processes and requirement of forward auctions.
- 4.5.4.4. The system should allow cancellation of the auction without deleting them from the database. Detailed logs of such events should also be submitted to Prasar Bharati immediately.
- 4.5.4.5. The e-auctioning system (portal) should have a provision for linking with official websites of Prasar Bharati.
- 4.5.4.6. E-auctioning system should have built-in checks to ensure that no unauthorized users/intruder get access to web portal during the auctioning process. Intruder alarm should be raised immediately on the portal. The system should maintain complete auto trail of all the activities of the auctioning event. No log should be deleted from the database.
- 4.5.4.7. System should allow the amendment in auction process for extension of time and adding new legitimate participant, if decided by Prasar Bharati.
- 4.5.4.8. The e-Auction system should be capable of using Digital certificates, as an added authentication mode during Log In. Service provider will be required to facilitate in obtaining Digital Signatures (to Prasar Bharati and clients) issued by the certification agencies appointed by the office of Controller of Certification Agencies (CCA).
- 4.5.4.9. To ensure security aspects of complete e-auctioning system offered by bidder viz, security features such as https secure server with SSL certification, digital signatures certificate PKI-enabled, Audit trail, Business Continuity, disaster recovery mechanism, IP tracking system, etc.
- 4.6. **Other Miscellaneous Requirement**
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- 4.6.1. The offered application/ platform should fully comply with the Central Vigilance Commission(CVC) guidelines,MeitY Govt. of India e-procurement guidelines and any other guidelines specified from time to time. It should also be compliant with all relevant Government rules, laws, instructions, acts including provisions of IT Act.
- 4.6.2. The proposed e-auction Application should be tested, approved and certified for compliance with these guidelines by Standardisation Testing and Quality Certification (STQC) as required by CVC.
- 4.6.3. The Application shall support a minimum of 128 bit encryption for sensitive data and information while in transfer. Data shall be encrypted and stored in secured format.
- 4.6.4. Application may be capable of registration of Users with the DSC Class-II/ Class-III of the User
- 4.6.5. Application shall implement SSL by using the Secure Hyper Text Transport Protocol (HTTPS).
- 4.6.6. Application shall utilize the latest widelyused SSL standard of 128 bit encryption.
- 4.6.7. Application shall enable PKI based encryption of the bid quote.
- 4.6.8. Establish a secured communication mechanism between the e-auction system and other external systems (both internet and intranet).
- 4.6.9. All bids submitted should be tamper evident and should generate alerts in case of tampering/ unauthorized access.
- 4.6.10. Application shall ensure only authorized personnel have access rights to module and Application logs.
- 4.6.11. Logs created during submission of bids should be accessible only for authorized personnel identified by Prasar Bharati.
- 4.6.12. Application shall ensure storage of log files in secure servers.
- 4.6.13. Application shall facilitate creation of reports containing information on events occurred during the lifecycle of an e-auction process



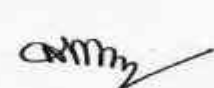
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- 4.6.14. E-auction Application shall make use of the date and time service of the external time stamping server as identified for the e-auction solution. The e-auction servers shall be synchronized with the identified time stamping server.
- 4.6.15. Provide a tool for accessing, processing, and producing reports on activities based on the Application logs.
- 4.6.16. Support the analysis of the log information, so that the full audit trailing of a particular completion of an activity or a user's activities can be reported Only authorized personnel should be able to gain access to this tool
- 4.6.17. Capability to generate customizable reports on auction activities conducted through e- auction Application.
- 4.6.18. Provide tools for analyzing information for data generated through the repetitive purchasing of Prasar Bharati.
- 4.6.19. All the audit trails generated for the transactions/ activities carried out in the e- auction Application must be stored in a separate audit log server and access to the audit logs shall be restricted to the administrators/individuals of Prasar Bharati and shall be accessible only to designated officers.
- 4.6.20. ASP should provide a full audit trailing facility, inbound and outbound queues guaranteeing the delivery of messages and advanced security features in the system.
- 4.6.21. Intrusion Prevention Applications coupled with a weekly review of the system logs shall be adopted to ensure that no unauthorized processes/programs are installed/running on the e-Procurement servers.
- 4.6.22. The e-Auction implementation shall adopt security methods such as usage of Demilitarized zones for web servers, completely secured zones for application and database servers.
- 4.6.23. Application shall support supplier/user registration along with the facility for the supplier/ user to select their own user-id while password generation shall be performed by the Application, which should be mailed to the email-id specified during the registration process.



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- 4.6.24. Application shall restrict programmed attempts to create user ids in the e-Auction Application through implementation of techniques such as 'captcha'.
- 4.6.25. The Application should put in place mechanisms, based on industry standards, which assist the users in retrieving the forgotten credentials (e.g. passwords). Such process shall be foolproof to ensure misuse of bidder credentials. Such practices may include not disclosing the forgotten passwords online in the portal to the users, mailing the forgotten password to the e-mail address indicated by the user in his profile etc.
- 4.6.26. Application shall maintain the detailed audit trails for the registration application submitted in the Application including the date and time of receipt of the auction bid
- 4.6.27. During the first login attempt, Application shall mandate the users to change the auto generated passwords and Application shall ensure that industry standard password controls are implemented to restrict unauthorized usage of Application (e.g. minimum of eight characters, usage of alphanumeric characters, avoiding usage of CIN number, PAN number, company name as passwords and enforcing password changes at defined intervals etc.).
- 4.6.28. Registration process must ensure the confidentiality, integrity and non-repudiation of the user and supplier organization credentials during information transfer and storage.
- 4.6.29. Application shall provide facility/ forms/ tools for online filling of user registration/ supplier registration forms. Application shall implement the validation controls to ensure that all the mandatory fields are filled by the user.
- 4.6.30. Application shall implement detailed audit trails for the changes made to the supplier/user profiles including the approvals provided for such changes.
- 4.6.31. Tenderer should provide services at zero setup charge and zero operational charges from Prasar Bharati.



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4.6.32. E-Auctions: The module should have following facilities :-

- 4.6.32.1. Publishing of auction in portal
- 4.6.32.2. Mock auction / Training to bidders/ Prasar Bharati officials
- 4.6.32.3. Preparing Business rule containing auction format and other details
- 4.6.32.4. Sending Business rule document to all the Bidders
- 4.6.32.5. Collection of consent letter & compliance statement from Bidders
- 4.6.32.6. Auction related query handling & Bidder Training
- 4.6.32.7. Making user id & Password available to Bidders
- 4.6.32.8. Assisting Bidders participate in dummy auction
- 4.6.32.9. Audit trail of each events.
- 4.6.32.10. Reports on auction detailing highest/ lowest bid, time, amount etc.
- 4.6.32.11. Subject to Approval feature in E-Auctions for requisite bids.

4.7. Operational Support:

- 4.7.1. Manpower support during entire e-auction process. Post and pre e-auction Helpdesk support through e-mail and telephone .
- 4.7.2. The responsibilities of the bidder include, but are not limited to, providing operational support for end-to-end e-Auction Application for the entire duration of the contract, starting from the Go-live date.
- 4.7.3. Latest Application patches released by the system vendor should be updated regularly.
- 4.7.4. The solution should be scalable to meet the requirements of the Prasar Bharati for at least the next five years from the date of placing the Purchase Order.

5. Bid Evaluation

- 5.1.1. Tendering process will be in three steps (i) Tender and TE, (ii) Demo to TEC, (iii) Price bid



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5.1.2. Prasar Bharati may seek any specific clarifications or missing document(s) to meet the tender requirement during the pre-qualification and technical evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid.

5.1.3. Rebates (discounts) offered, in any form other than on price schedule of Bid proposal of Bid document or on the forwarding letter shall not be taken cognizance of under any circumstances.

5.2. Evaluation of Proposals:

5.2.1. An evaluation committee shall evaluate the Technical Proposals for responsiveness on basis of the Tender Terms applying the pre-qualification criteria and Technical criteria and Scoring System specified in the Technical Evaluation Matrix in the tender. Vendor must fulfill the pre-qualification criteria. The bids of those not fulfilling the qualifying criteria shall be rejected.

5.2.2. The technical bids of those vendors who qualify the pre-qualification criteria shall be termed as the Responsive Bids. The Responsive Bids shall be evaluated based on the marks provided for each of the Evaluation Criteria.

5.2.3. Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Each of the criteria will be assigned a technical score as spelt out.

5.2.4. The points and the criterion have been specified in technical evaluation matrix.

5.2.5. The ratio of weight towards quality and cost shall be 70:30.

5.2.6. The bidders are required to score minimum 50% technical points (quality) to qualify for opening of financial proposal.

5.2.7. The Price Bid part of the responsive bidder shall be opened on the date, time and place, which will be communicated to the bidders. The bidders may send their representatives to attend the opening of Price Bid if they intend to do so.



5.2.8. The successful bidder shall be the bidder having the highest score. In the event two or more bidders have same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder. In the case two or more bidder have same score in the final ranking and technical score, the bidder with highest experience in e-tendering shall be considered as successful bidder.

5.2.9. Technical Criteria for Bid Evaluation: The technical bids shall be evaluated on the following criteria:

S. No	Evaluation Criteria	Max. Scores	Section Total	Documents required
1	i) No of years of offering e-auction (forward & reverse) by ASP: 2 marks for every completed year beyond 3 year (Max. Marks=20)	20	40	Performance certificates from user organizations for each successful contract showing number of years clearly to award marks.
	(ii) For STQC Certificate= 10 Marks	10		Copy of valid Certificate
	(iii) For ISO 27001 = 10 Marks	10		
2	Number of e-auctions hosted on offered platform for Customers in the past 03 Years: i) 15000 to 20000 e-auctions = 10 Marks ii) 20,001 to 40000 e-auctions= 20 Marks iii) 40,001 and above e-auctions= 30 Marks	30	30	Performance certificates from user organizations

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3.	Number of e-auctions implementation of offered platform on ASP Model for central/ state PSU: -Implementation in each State/ Central PSU/ Ministry/ Government Organization will be awarded 1.5 mark. Maximum 15 marks will be awarded for 10 such implementations in different Govt. Organizations.	15	15	Certificates from user organizations/Work orders
4	Average annual financial value of e-auction events of the he bidder in each of the last 03 financial years, namely 2016-17, 2017-18, 2018-19. i) Rs. 1500 Crore to Rs. 1800 Crore = 05 marks ii) Rs. 1801 Crore to Rs. 2000 Crore = 10 marks iii) Rs. 2001 Crore and above = 15 marks	15	15	Certificates from user organizations for each year/ Self certificate with customer, project details/ Customer Testimonials/
Total	100			

5.2.10. The Quality Cost Based System Illustration is as below:

STAGE 1: TECHNICAL BIDS EVALUATION ILLUSTRATION

Bidder Details	Technical Mark Obtained (Example)
Bidder 1	90
Bidder 2	82
Bidder 3	40
Bidder 4	80

> Bidder 3 technically rejected as minimum required score is 50 to qualify.

STAGE 2: Conversion of Technical Marks to Technical Score (Illustration)

Bidder	Technical Marks	Percentile score
Bidder 1	90	100 highest quality

[Handwritten signatures and marks]

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Bidder2	82	$(82/90) \times 100 = 91.11$
Bidder3	Rejected*	X
Bidder4	80	$80/90 =$

STAGE 3: FINANCIAL BID EVALUATION

Bidders Details	Financial Bid Amount (F)
Bidder 1	1,81,000*
Bidder 2	1,52,000*
Bidder 4	2,03,000*

*Amt to be charged by bidder from Prasar Bharati for per auction event.

STAGE 4: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE

Bidders Details	Financial Bid	Financial Score (LFB/F*100)
Bidder 1	1,81,000	$(152000/181000) \times 100 = 83.98$
Bidder 2	1,52,000	100 Lowest bidder
Bidder 4	2,03,000	$(152000/203000) \times 100 = 74.88$

LFB = Lowest Financial Bid, F = Quoted Amount

CONSOLIDATED TECHNICAL & FINANCIAL SCORE

Bidders Details	Technical Score	Financial Score
Bidder 1	100.00	83.98
Bidder 2	91.11	100
Bidder 4	88.88	74.88

1. STAGE 5: COMBINED TECHNICAL AND FINANCIAL SCORE (CTFS)
WITH WEIGHTAGE 70:30

Bidder Details	Applying weights for the Technical Score & Financial	CTFS	Rank of the Bidder
Bidder 1	$100 \times (70/100) + 83.98 \times (30/100)$	95.19 (70+25.19)	L1
Bidder 2	$91.11 \times (70/100) + 100 \times (30/100)$	93.78 (63.78+30)	L2
Bidder 4	$88.88 \times (70/100) + 74.88 \times (30/100)$	84.68 (62.21+22.47)	L3

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6. Schedule of Requirements

S.No.	Item	Quantity
6.1	To provide customised e-auction platform for conducting of e-Auctions by Prasar Bharati	1

amz ✓

Prasar

Prasar

Prasar

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ANNEXURE - I**Self Certification on CVC Compliance for e-auction solutions e-procurement solutions**

"I,.....(name of the authorised signatory),on behalf of M/s (name of the bidding firm) hereby undertake as follows:

That our offered solution complies with Central Vigilance Commission(CVC) guidelines, MeitY Govt. of India e-procurement guidelines and Standardisation Testing and Quality Certification (STQC) as required by CVC and relevant Government rules, laws, instructions, acts including provisions of IT Act.

Signature:

Date:

(Organisation Seal)

(Name)

The block contains four handwritten signatures and one circular official stamp. The signatures are in dark ink and vary in style, some appearing to be initials or full names. The circular stamp is partially visible and contains text that is mostly illegible due to the handwriting and angle.

Annexure-II

Price schedule

Rate Quotation For Providing Forward E-Auction

FINANCIAL BID FORMAT

(To be given on Company Letter Head)

Reference No. DTH/230/2020/P-VII

Date:

To,
Deputy Director General (DTH)
Directorate General: Doordarshan
Doordarshan Bhawan, Tower 'A'
Copernicus Marg,
New Delhi-110001

Dear Sir,

With reference to your RFP no _____ dated _____ for "Hiring of an Agency for conducting e-Auctions of vacant slots of DD Free Dish Platform", we have carefully studied the scope of work and deliverables and based on these we submit our best price for carrying out the desired scope of work as given below:

S.No.	Details of the Work to be executed	Lump-sum quote per e-auction event including registration fee to be charged from irrespective No. of participants. (in Rs.)
1.	To conduct e-Auction events (based on Forward Auctioning) for the auctioning of vacant DTH Slots of DD Free Dish Platform, DTT and Slots Of Doordarshan and Radio Channels using secure e-Auction system designed and implemented as per RFP specification	Rs. _____
2	Taxes Applicable	Rs. _____

[Handwritten signatures and initials are present below the table]

3	Total (1+2)	Rs. _____
---	-------------	-----------

Note:

1. Charges quoted (exclude all the taxes) shall remain valid for the entire contract period and include all types of charges like registration fee from participant or other expenses etc.
2. Number of auction events to be conducted during contract period is subject to prevailing market conditions and marketing policy of Prasar Bharati

Affirmation

We affirm that the total price given above represents the entire cost to complete the work in accordance with the scope of work and is inclusive of all expenses and incidentals etc. In particular, the price is also inclusive of cost of all hardware and software including any information portal development cost, Information portal maintenance cost, App development Cost, App Maintenance Cost, Internet facilities, License fee, Infrastructure requirements such as PCs, Laptops, data cards, application software, bandwidth requirement, any special equipment required for operation and maintenance of e-auction platform etc., consultancy fee, other necessary expenses , training, payment gateway etc and no claim will be made on account of any increase in expenses to be incurred during the validity of the work order.

NOTE:


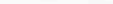
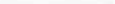

- a. The above rates are exclusive of all applicable taxes.
- b. The rate quoted by the bidders at Annexure-II is valid for the entire contract period.
- c. This is to certify that the Price quoted above will remain firm throughout the period of the contract and shall not escalate in any circumstances.

Date:

Authorized Signatory

Name of Company & Seal

1. I / We have downloaded / obtained the Tender document(s) for the above mentioned 'NIT/Work' from the website(s) namely: _____ " as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the NIT documents from Page No. to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the NIT conditions of above mentioned NIT document(s) /corrigendum(s) in its totality /entirety.
5. In case any provisions of this NIT are found violated , then your department/ organisation shall without prejudice to any other right or remedy available to it be at liberty to reject this NIT/bid including the forfeiture of the

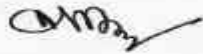
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full earnest money deposit absolutely.

6. We enclose Bid Security Declaration

- ✓ If our bid is accepted, we will submit an unconditional performance bank guarantee for the sum of Rs 80,000(Eighty Thousand only.) for the due performance of the Contract and due performance of the software, etc., in the form prescribed by the Prasar Bharati.
- ✓ We hereby declare that all the information & Statements made in this NIT are true and accept that any misrepresentation contained in it may lead to our disqualification. We agree to all terms & conditions of the NIT.

Name: Signature of Authorized Signatory of Bidder
Designation:
Date: Seal of Organization
Place:



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BID FORM**Annexure IV***N.B. Enclose copies of Audited Balance Sheet along with enclosures*

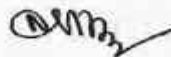
S No.	Parameters	Response	
S No.	Parameters	Response	
	Name of the Firm/Company		
	Year of Incorporation in India		
	Names of the Partners/Directors		
	Name and Address of the Principal		
	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Delhi/ NCR(if		
	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID.		
	Financial parameters		
	Business Results (last three years)	Annual Turnover	Operating Profit
	2018-19		
	2017-18		
	2016-17		
7	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

Dated thisDay of.....2020

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of
(Name & Address of the Bidder)






Annexure-V

Performance Security Guarantee Bond

BANK GUARANTEE FOR CONTRACT PERFORMANCE

Prasar Bharati,
Prasar Bharati HOUSE,
TOWER 'C' MANDI HOUSE,
COPERNICUS MARG
New Delhi – 110 001

In consideration of the PrasarBharati, Prasar Bharati HOUSE, TOWER 'C' MANDI HOUSE, COPERNICUS MARG, New Delhi – 110 001 (hereinafter referred to as PrasarBharati which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ hereinafter referred to as Application Service provider (ASP), for the solution of e-tendering & e-Auction in Prasar Bharati, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, a Contract by issue of Prasar Bharati's Work Order, dated _____, with respect to the Tender No. _____ and the Contract Agreement No. _____, dated _____ and the same having been unequivocally accepted by the ASP. The ASP having agreed to provide a Contract Performance Bank Guarantee of the value of Rs. _____/- (Rupees _____ only) to the Prasar Bharati for faithful performance of ASP as per the terms and conditions of the Agreement.

We _____ (Name of Bank), a body corporate constituted by and under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its office _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns do hereby guarantee and undertake to pay the PrasarBharati, on written demand any and all monies upto guaranteed amount payable by the ASP to the extent of _____ (date). as aforesaid at any time up to _____ without any demur, reservation, contest, recourse or protest and or without any reference to the ASP. Any such demand made by the Prasar Bharati on the bank shall be conclusive and binding notwithstanding any difference between the Prasar Bharati and ASP or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Prasar Bharati and further agrees that the guarantee herein contained shall continue to be enforceable till the Prasar Bharati discharges this guarantee or till maturity of the guarantee whichever is earlier.

The Prasar Bharati shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Agreement by the ASP. The Prasar Bharati shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the ASP, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the Prasar Bharati and the ASP or any other course or remedy or security available to the Prasar Bharati. The Bank shall not be released of its obligation under these presents by any exercise by the Prasar Bharati of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Prasar Bharati or any other indulgence shown by the Prasar Bharati or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Prasar Bharati at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the ASP and notwithstanding any security or other guarantee that the Prasar Bharati may have in relation to the ASP's liabilities.

Notwithstanding anything contained herein above:

1. Our liability under the Bank Guarantee shall not exceed Rs. _____/- (Rupees _____)
2. This Bank Guarantee shall be valid upto _____ (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before expiry of this Bank Guarantee, i.e. on or before _____ (date).

Place: DELHI

Date:

(Authorised Signatory)

(Signed with Stamp & Seal of the Bank)

Witness 1

Witness 2

[Signature]

[Signature]

[Signature]

[Signature]

Annexure VI

Letter Of Authorisation For Attending Bid Opening

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/WeMr. /Ms.have submittedour bid forthe NIT no.

.....in respect of.....

.....(Item of work) which is due to open on

..... (date) in the Conference Room, 2nd Floor, Prasar Bharati House, Tower-C, Copernicus Marg, New Delhi.

WeherebyauthorizeMr./Ms.....&Mr./Ms.....

(alternative)whose signatures are attested below, to attend the bid opening for the NIT mentioned above on our behalf.

Signature of the Representative

Signature of Bidder/

Officer authorized to sign

Name of the Representative on behalf of the Bidder

Signature of the alternative Representative

Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

Note 2: Permission for entry to the hall where bids are opened may be refused in case



authorization as prescribed above is not received.

Annexure VII

No Deviation certificate

(Technical Bid)

Subject: Notice Inviting Tender for ASP for E -auction in Prasar Bharati
NIT Enquiry No: DTH/230/2020/P-VII

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this Tender Document without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this Tender enquiry.

I hereby declare that –There is no deviation in the offer. OR There are deviations on certain items and the list of deviations is attached herewith.

(Please strike out whichever is not applicable).

Signature of Authorized Signatory of Bidder

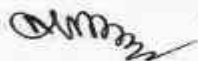
Name:

Designation:

Date:

Place:

Seal of Organization:



ANNEXURE -VIII

No Blacklisting Declaration from the bidder on their letter head stating that the Company has not been blacklisted by any Government Organization, Non-Government or Public Sector Organizations

<Location, Date>

To,
Prasar Bharati,
Prasar Bharati House,
Copernicus Marg, New Delhi.

Subject: Non-Blacklisting declaration in connection with NIT No. _____ for providing E-Procurement service provider in all the Offices of PB, AIR and DD all over in India

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for NIT No. _____ for providing E-Procurement service provider in all the Offices of PB, AIR and DD all over in India.

a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

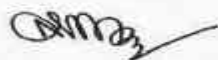
Sincerely,

[BIDDERS NAME]

Name Title Signature

Definitions :

1. Bidder: The agency who will submit this tender document.
2. Venders/ contractors: The parties who will take part in sell goods or services to Prasar Bharati, in response of various tenders floated by successful bidder.






ANNEXURE-IX (FORM-3)**'Declaration regarding MSME':-**

(To be submitted in Non-Judicial Stamp Paper value of Rs.100/- and to be uploaded in the Technical Bid.)

Declaration (for MMSME Units Only)

I, <_____> on behalf of M/s. <_____> in the capacity of <_____> (Position) hereby declare that

1. Our MSE Unit(s) is/are availing benefits extended by MSME , Government of India to Micro and Small Enterprises (MSEs) for the work of <_____> invited vide Bid Number <_____>
2. Our MSE Unit(s) has/ have not been awarded any work /supply under MSME benefit during the current financial year.

OR

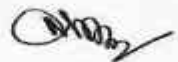
Our MSE Unit(s) has/have been awarded work /supply for a total value of Rs.(Rupees <_____> only) under MSME benefits as on date and same work(s)/Supply is/are "In hand (Progress)/Incomplete" during the current financial year. Further, We confirm that the value of/Supply is/are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the "Monetary Limit" mentioned in NSIC certificate.

3. Our firm is participating in this tender under "MSE unit" or "OPEN BIDDER".

NOTE: Strike out the conditions in (2) & (3) whichever is not applicable. Decision on any discrepancy in this "DECLARATION" shall be at the discretion of Prasara Bharati and shall be final and binding.

ATTESTED BY NOTARY PUBLIC

SIGNATURE WITH COMPANY SEAL






ANNEXURE-X

Self-Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

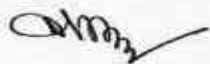
The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

* Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder



DTH/230/2020-P VII

ANNEXURE-XI

Proforma for "Bid Securing Declaration" Form

Bid-Securing Declaration Form

UNDERTAKING for BID SECURITY

(Rule 170 (iii) of GFR 2017)

(To be issued by the bidder on company's letter Head)

Date:
Tender No.

To
(< _____ >
< _____ >)

"I, (name of the authorised signatory), on behalf of M/s
..... (name of the bidding firm) hereby declare as follows:

1. that we are submitting our bid in response to Tender no. dated floated by Prasar Bharati;
2. that we shall not modify our bid during the bid validity period, and in the event of our bid being accepted by Prasar Bharati, we shall complete necessary contractual formalities before the expiry of the bid validity period;
3. that we shall comply with various terms and conditions associated with completion of contractual formalities, including but not limited to submission of performance bank guarantee as required by Prasar Bharati, within the stipulated period;
3. that we fully understand that in the event of any failure on our part to comply with declarations made by us in clauses 2 and 3 above, Prasar Bharati shall be at liberty to debar us from participating in any bid/tender floated by it, for a period of two years."

Yours faithfully,

(Signature with date and seal)

(Signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

ANNEXURE-XII

Format For Certificate as to Authorised Signatories

I/We....., the Secretary/President of
certify that Ms/Mr. who has signed
below and having authorized email id & Mobile Number provided below is authorized to sign
the bid for an on behalf of: (insert complete name of Bidder) and bind the organisation by
authority of its board/ governing body.

Name: (complete name of person signing he Bid)

Mobile Number:

Email:

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated onday of..... (insert date of signing)

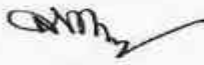



Corporate Seal (where appropriate)

Signature:

Date:

(Organisation Seal)

(Name)

ANNEXURE-XIII**Format For Undertaking as to No Direct Equity in Any Tv Channel/Broadcast Distribution Platform Company**

"I,.....(name of the authorised signatory),on behalf of M/s
 (name of the bidding firm) hereby undertake as follows:

- i) that we are submitting our bid in response to Tender no.....dated.....
 floated by Prasar Bharati;
- ii) That the bidder M/s..... (insert name of bidding
 firm) shall not have any equity directly in any TV channel* /broadcast distribution
 platform company** in India.
- iii) That no TV channel/broadcasting distribution platform company in India shall have any
 direct equity in M/s (insert the name of bidding
 company).

Signature:

Date:

(Organisation Seal)

(Name)

*TV channel is defined as a company registered under Indian Company Act, 1956 who has been granted licenses for up-linking and down-linking their respective channels with Min. of I & B.

** Broadcasting distribution platform is defined as a company granted license by Min. of I & B for distribution of TV channels in India