

REQUEST FOR PROPOSAL (RFP)

For selection of a Consulting Agency

To Conduct a Study on

Listenership, Reach and Effectiveness of
Community Radio Stations in India

BID DOCUMENT

Issued by:

MINISTRY OF INFORMATION & BROADCASTING

GOVERNMENT OF INDIA

1. INFORMATION TO CONSULTING AGENCY

1.1. PURPOSE /INTENT OF REQUEST FOR PROPOSAL (RFP)

The purpose/intent of the Request for Proposal (RFP) is to select a Consulting Agency (hereafter referred to as CA) to conduct a study on the listenership, reach and effectiveness of Community Radio Stations in India by way of tangible and intangible, direct or indirect benefits to the community in India.

1.2. CONTEXT OF THE STUDY

In December 2002, the Government of India approved a policy for the grant of licenses for setting up of Community Radio Stations to well established educational institutions. The guidelines was amended in 2006 to include Not-for-profit organisations under its ambit in order to allow greater participation by the civil society on issues relating to development & social change. Currently there are 170 functional CRS and another 250 in the pipeline going through different stages of the licencing process.

Globally Community Radio has been seen as an important third tier in broadcasting, distinct from public service and commercial media that provides an opportunity to the local voices to speak about issues concerning their lives, which are largely ignored by main stream media. In the last few years, this Sector has seen to be growing slowly but effectively in India.

Community Radio Stations are essentially low power radio stations which are meant to be set up and operated by the local communities. Since CRS licences in India are granted only to Not-for-Profit organizations, they are not driven by profit motives. Rooted in the local community which gives a CRS a distinct advantage to focus on local development goals for health, nutrition, education etc. Furthermore, since the broadcast is in local languages, people are able to relate to it instantly. Community radio also has the potential to strengthen people's participation in development programmes. In a country like India, where every State has its own language and distinctive cultural identity, CRS can also act as a repository of local folk music and cultural heritage. Many CRS record and preserve local songs for posterity and give local artists a new platform to showcase their talent to the community. The unique position of CRS as an instrument of positive social change makes it an ideal tool for community empowerment. The policy guidelines for community radio and the community radio station in operation currently can be accessed at www.mib.nic.in.

1.3. PURPOSE OF THE STUDY

Through this study the Ministry of Information and Broadcasting (MIB) seeks to assess community radio stations in terms of their listenership, reach and access among the communities they seek to serve and the extent to which they broadcast programmes relevant to the educational, developmental, social and cultural needs of the community. Of special interest to MIB is to understand the effectiveness of community radio in providing tangible or intangible, direct or indirect benefits to the community.

1.3.1 OBJECTIVES

Objectives are:

- I. Estimate listenership and reach in the CRS community
- II. Draw up a Socio-Economic and Demographic profile of listeners
- III. Find out reasons for listening and not listening and gauge extent and nature of participation of community in the CRS
- IV. Use CRS as platform to identify and promote local talent and culture
- V. Assess effectiveness of CRS in providing tangible and intangible, direct and indirect benefits to the community like creating awareness about relevant local issues, providing useful information, promote a rights based perspective, and role played in disaster management etc.

1.4 KEY DATES AND EVENTS

| | | |
|----|----------------------------------|---|
| 1. | Tender Inviting Authority | Ministry of Information & Broadcasting `A' Wing, Shastri Bhawan, New Delhi |
| 2. | Job requirement | Selection of a Consulting Agency to conduct a study on the listenership, reach and effectiveness of Community Radio Stations in India by way of tangible and intangible, direct or indirect benefits to the community in India |
| 3. | Announcement for bids | 13 th July 2014 |
| 4. | Pre-Bid Conference | 25 th July 2014 |
| 5. | Issue of final RFP | 1 st August 2014 |
| 6. | Last Date for submission of bids | 29 th Aug 2014 by 3.00 pm |
| 7. | Opening of Eligibility bids | 29 th Aug 2014 at 4.00 pm |

| | | |
|-----|--|---------------------------------------|
| 8. | Opening of Technical bids of eligible firms | 5th Sep. 2014 at 4.00 pm |
| 9. | Opening of financial bids of technically qualified firms | 12 th Sep. 2014 at 4.00 pm |
| 10. | Award of contract | 30th Sep. 2014 |
| 11. | Period of work | 120 days |
| 12. | Presentation of findings & presentation of draft report | 31 ST January 2015 |
| 13. | Acceptance of final Report | 27th Feb 2015 |

2. MINIMUM ELIGIBILITY CRITERIA FOR PRE-BID QUALIFICATION

| <i>S.No.</i> | <i>Eligibility Criteria</i> | <i>Documentary Proofs to be submitted</i> |
|--------------|---|--|
| 1. | <p>Bidder should either be a registered company, society, partnership firm/ Educational/Research Institutions or autonomous body in existence for the last 5 years.</p> <p>Exclusions: Institutions operating a CR Station and Individuals are not eligible to apply.</p> <p>Bidder should have a valid PAN and Service Tax Registration in India</p> | <p>Copy of Certificate of Incorporation/Registration/MoA as applicable</p> <p>Copy of PAN and Service Tax Registration</p> |
| 2. | <p>Bidder should have an annual turnover of at least two crore rupees in each of the last three years</p> | <p>Copies of the Audited Financial Statements for the last 3 financial years</p> |
| 3. | <p>Bidder should have conducted at least three listenership/viewership surveys and/or effectiveness assessment studies in the Social Sector, especially in Media and communication related initiatives.</p> | <p>Copies of Work Orders or Agreements and completion certificates from the customers</p> |
| 4. | <p>Bidder should have provided consultancy services for at least three projects involving data collection from multiple locations for Central/State government project in India or Autonomous bodies or International Agencies</p> | <p>Copy of Work Order or Agreement and completion certificate from the customers.</p> |
| 5. | <p>Should not have been black listed by any State or Central Government agency in India</p> | <p>No Conviction certificate duly signed as per Format given in Annexure - I.</p> |

3. SCOPE OF WORK

The CA would be responsible for planning, designing and undertaking the entire study and presenting the data in accessible formats. The CA shall not sublet the work to another agency but given the pan Indian nature of the project, partnerships with local organisations for data collection is permitted. The Bidder will assume complete responsibility in all matters related to such partnerships.

The scope of work for CA will cover activities under these stages enlisted below:

3.1 METHODOLOGY & APPROACH

The CA will adopt a combination of qualitative and quantitative methods. Qualitative methods could include a listenership survey, focus group discussions, case studies and in-depth interviews etc.

3.2 SELECTION OF COMMUNITY RADIO STATIONS

Out of the presently operating community radio stations, CA will select a statistically valid and representational sample giving due consideration to factors like geographic location and institution type i.e. Educational, Agricultural or Non-Government Organisation (NGO). Further, in order to ensure that a CRS has had an opportunity to be heard in the community, only those CRSs who have been operational for at least two years should be included in the study. A list of 130 CRSs on air for over two years has been provided in Annexure - II.

3.3 SELECTION OF SAMPLE

The CRS is expected to collect samples at each location after establishing 'Opportunity to Hear '(OTH) i.e. ensuring that the house-hold falls within the broadcast signal coverage area. The concerned CRS may be consulted to provide a signal coverage map or area listing. Only one respondent may be interviewed from each Household. Samples should cover people from all demographic profiles including women and children, gender, age, economic status, caste, urban & rural etc.

For the qualitative aspects of the study, the CA may consult the CRS to tap into their community base, listener Clubs, volunteers etc.

3.4 DELIVERABLES

The CA will submit a complete final report in English in electronic version as well as five printed copies. Prior to that, the CA will also be required to make a presentation of the draft report and its highlights to MIB and other stake-holders of the sector invited by them and receive feedback on the draft report.

The Final Report should include

- Executive Summary
- Acknowledgments
- Table of contents
- Background / Project Description
- Purpose/Objectives of study
- Methodology
- Main findings
- Detailed analysis of various parameters
- Recommendations if any and Conclusions

Annexes to the report

- TOR
- Timeline
- Survey instruments - questionnaire, interview guides, qualitative tools employed
- Sampling plan
- Any other relevant material

3.5 DATA OPERATIONS

The CA's work plan must clearly reflect all aspects of data handling including data collection, entry and analysis. Sample data collection tools like a survey questionnaire and interview/FGD guides may also be included in the proposal.

3.6 QUALITY CONTROL MECHANISM

Quality of data is central to the whole exercise. The CA will employ stringent quality control measures in all key aspects like survey design, training of investigator and supervisors, data checking and entry.

4. IMPLEMENTATION SCHEDULE

The CA will be required to complete the entire exercise within in a period of 120 days from formal award of the contract. The proposal must include a clear work plan indicating timelines for each part of the study i.e. preparation, training of personnel deployed, data collection, data analysis, presentation of draft report and the final report.

5. PAYMENT SCHEDULE

This would be a Consultancy contract for the above duration with a consolidated payment as per a pre-agreed payment schedule will disbursed as follows:

- Up on contract award: 30%
- Acceptance of Draft report: 50%
- Submission of Final Report: 20 %

6. GUIDELINES FOR SUBMISSION OF PROPOSAL

6.1 TECHNICAL PROPOSAL

In preparing the Technical Proposal the CA is expected to examine the RFP in detail and submit a proposal complete in all aspects. Subsequent to fulfilling the minimum requirement qualifications, an Evaluation Committee shall evaluate the bids further based on the documents submitted including the approach and methodology, proposed timelines and resources. Each bidder would be essentially required to make a presentation for the same to the Evaluation Committee.

6.1.1 The Technical Proposal shall include the following information

6.1.1.1 Profile of the organisation (1-2 Pages)

Brief profile, year of establishment, type of institution, area of expertise, organisational credentials including experiences with government and international agencies, financial particulars, geographic scope of work and contact information of key officials.

6.1.1.2 Relevant Experience (1-2 Pages per Project)

Summary of relevant experiences in conducting evaluation and survey and qualitative research, description of project and key results, nature of technical inputs provided by the CA, financial value of project etc.

6.1.1.3 CVs of Key personnel

Qualification and experience summary for all the key personnel (Team Leader, Coordinator, Field Investigators, Data Analyst, and Data Entry Operator proposed for this project) should be provided.

Key personnel, who will be part of this exercise, including Team Leader, must be available throughout the duration of the project.

6.1.1.4 Detailed Description of how the work will be executed

A detailed description of the manner in which CA would plan to execute the work has to be provided. It should include approach, methodology, work plan as well as a basic survey instrument (questionnaire) and guidelines for qualitative tools. The purpose of

this is to ascertain the extent to which the CA is able to translate the study objectives into data points to provide insights and answers.

6.1.1.5 A list and brief profile of partner institutions if any, that the CA plans to engage in data collection.

6.1.1.6 All other documents listed in minimum eligibility criteria as annexures

6.1.2 EXPECTED SKILLS AND COMPETENCIES

The following competencies will be considered while awarding the contract:

- Thorough understanding of the community Radio policy guidelines and provisions.
- Demonstrated knowledge and experience in conducting high quality credible research in social/development sector.
- Familiarity with broadcast and community engagement related studies.
- Excellent writing and verbal communications skills in English.
- Experience in designing and implementing research studies using both quantitative and qualitative methods and engaging with different socio-economic and demographic groups.
- Demonstrated skills for survey management in multiple locations in different linguistic zones.
- Evidence of producing good quality accessible reports.

6.2 FINANCIAL PROPOSAL

The financial quotes should include all costs related to the study such as human resource, travel and allowances for conducting the study at multiple locations, data processing and preparation of final report.

The cost quoted should be inclusive of all taxes.

7. EVALUATION OF PROPOSAL

An Evaluation Committee formed by MIB will examine both the technical and financial bids based on the details provided in this RFP. At the first stage, minimum Eligibility Criteria will be evaluated of each bidder. Technical proposal of only those who meet minimum eligibility criterion would be evaluated. Technical proposals would be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology, Work Plan and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 points or more out of 100 shall be eligible for financial bid opening.

7.1 SCORING CRITERIA FOR TECHNICAL EVALUATION

Technical Evaluation shall be carried out based on the following:

| Sr. No | Evaluation Item | Marks |
|---------------|---|--------------|
| 1. | Organisation Profile (in terms of specific relevant experience) | 25 |
| 2. | Proposed approach, Methodology and Work Plan | 40 |
| 3. | Team Composition | 35 |
| | Total | 100 |

7.2 DETAILED EVALUATION CRITERIA FOR TECHNICAL EVALUATION

| S. No. | Criteria | Max Marks Obtainable | Criteria for awarding marks |
|---|--|-----------------------------|--|
| Organisation Profile | | | |
| 1. | Number of years of Experience | 5 | <ul style="list-style-type: none"> • > 7years = 5 • 5-7 years = 3 • Up to 5 years = 1 |
| 2. | Financial Turnover (in Rs.) | 5 | <ul style="list-style-type: none"> • > 3 Crore = 5 • 2-3 Crore = 3 • 2 Crore = 1 |
| 3. | Experience of conducting studies in the field broadcast media/communication | 5 | <ul style="list-style-type: none"> • > 10 projects = 5 • 4-10 projects = 3 • 3 Projects = 1 |
| 4. | Experience in conducting large scale survey in multiple locations/linguistic areas | 5 | <ul style="list-style-type: none"> • 5 or more projects = 5 • 4 projects = 3 • 3 projects = 2 |
| 5. | Experience in conducting qualitative/impact assessment studies | 5 | <ul style="list-style-type: none"> • 5 or more projects = 5 • 4 projects = 3 • 3 projects = 2 |
| | Total | 25 | |
| Proposed approach, Methodology and Work Plan | | | |
| 6. | Extent of understanding scope of work | 10 | <ul style="list-style-type: none"> • Tasks and deliverables fully specified = 10 • Partially specified = 5 |

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|-------------------------|--|-----------|---|
| 7. | Approach and Methodology including sample questionnaires, interview/FGD guides etc. | 15 | <ul style="list-style-type: none"> • Approach to be adopted = 5 • Methodology proposed = 5 • Study instrument design = 5 |
| 8. | Work plan and appropriateness of Implementation schedule vis-à-vis project timelines | 10 | <ul style="list-style-type: none"> • Project plan with detailed activity schedule = 10 • Partially spelt out = 5 |
| 9. | Quality assurance mechanisms | 5 | <ul style="list-style-type: none"> • Adequate monitoring and supervision proposed for maintaining the quality of data collected = 5 |
| | Total | 40 | |
| Team Composition | | | |
| 10. | Team Leader | 10 | <ul style="list-style-type: none"> • Ph.D. in Communication with over 10 years of research experience = 10 • Post graduate in communication with 10 years of experience = 7 • Post Graduate with 7 years relevant experience = 5 |
| 11. | Coordinator | 10 | <ul style="list-style-type: none"> • 7-10 years of Relevant experience = 10 • 5-7 years of relevant experience = 7 • 5 years of relevant experience = 5 |
| 12. | Field Supervisor | 5 | <ul style="list-style-type: none"> • > 5 years' experience = 6 • 4-5 years = 4 • 3 years = 3 |
| 13. | Data Entry | 2.5 | <ul style="list-style-type: none"> • > 5 years' experience = 2.5 • 4-5 years = 2 • 3 years = 1 |
| 14. | Data Analyst | 2.5 | <ul style="list-style-type: none"> • > 5 years' experience = 2.5 • 4-5 years = 2 • 3 years = 1 |
| 15. | Financial Management | 5 | <ul style="list-style-type: none"> • > 5 years' experience = 5 • 4-5 years = 3 • 3 years = 2 |
| | Total | 35 | |

7.3 EVALUATION OF FINANCIAL PROPOSAL

7.3.1 For financial evaluation, the total cost of the project will be considered. Each financial proposal will be assigned score SF.

7.3.2 The Ministry will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F \text{ where } F = \text{amount of Financial Proposal}$$

7.4 COMBINED FINAL EVALUATION

7.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST * Tw + SF * Fw$$

where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.7 and 0.3 respectively.

7.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be called for negotiations in case the first-ranked Applicant withdraws or fails to comply and may be invited at its discretion.

8. DRAFT REPORT PRESENTATION

MIB will call for a one-day workshop where the CA will present the key findings of the study to MIB Team and other sector stake-holders invited by MIB. The CA will finalise the report after the workshop taking into account the discussion and comments provided at the workshop

9. REPORTING

This study will be commissioned by MIB under the directions of Joint Secretary (B-1). For consultancy and contract management the CA will report to him/her or their nominees.

10. TRANSPARENCY AND ETHICS

The CA is expected to adhere to ethical practices including obtaining consent of the sampled CRS and respondents or data collection and maintain complete transparency in procedures while undertaking this study in accordance with the Government of India code of conduct. The CA will also maintain complete confidentiality of the data collected during the project.

11. PROCEDURE FOR SUBMISSION OF BIDS

11.1 The bid shall be evaluated in 3 stages viz. eligibility, technical and financial. The bid therefore, shall comprise of the following documents:

- (a) A covering letter in format given in Annexure - III in duplicate detailing the eligibility criteria as mentioned in para 2 above along with supporting documents, Application Fee as per para 11.5 and Earnest Money Deposit as specified in para 11.6.
- (b) Technical bid in duplicate, sealed in a separate envelope and complete in all respects with supporting documents and clearly marked as **"TECHNICAL BID"** on the envelope.
- (c) Financial bid in duplicate, sealed in a separate envelope and complete in all respects and clearly marked as **"FINANCIAL BID"** on the envelope.
- (d) Power of Attorney in format given in Annexure – IV by resolution of Board of Directors that the person signing the application is authorised signatory for the company.

All the above four documents shall be kept in a sealed cover and clearly marked **"Bid for selection of a Consulting Agency to conduct study on the listenership, reach and effectiveness of Community Radio Stations in India"**.

11.2 Each page of the Bid document shall be serially numbered and also total number of pages shall be indicated on each page. e.g. 1/8, 2/8, 3/8. etc.

11.3 All pages of the Bid documents along with supporting documents shall be signed by the person authorised as per para 11.1.1(d).

11.4 In its financial bid, the bidder shall quote a single lump sum fee in Indian Rupees for successfully conducting a study on the listenership, reach and effectiveness of Community Radio Stations in India.

11.5 Application Fee

11.5.1 The bidder shall pay a non-refundable application fee of Rs. 5,000/- (Rupees Five thousand only) in the form of Demand Draft drawn on any Scheduled Bank payable at Delhi in favour of 'Pay and Accounts Officer, Ministry of Information and Broadcasting', New Delhi.

11.5.2 It shall be placed in the Eligibility cover.

11.5.3 Proposals not accompanied by Application Fee shall be considered as non-responsive and summarily rejected.

11.6 Earnest Money Deposit (EMD)

11.6.1 An EMD of Rs. 50,000/- (Rupees Fifty thousand only) in the form of Bank Guarantee issued by a scheduled bank in India must be submitted along with the proposal. Validity period of the EMD is six months after the completion of finalisation of entity CA i.e., signing of contract.

11.6.2 Proposals not accompanied by EMD shall be considered as non-responsive and summarily rejected.

11.6.3 EMD shall be placed in the Eligibility cover.

11.6.4 The EMD of the unsuccessful bidders would be returned to them at the earliest after expiry of the final bid validity and latest within one month of signing of the contract with successful bidder.

11.7 BID VALIDITY

Bids must remain valid for 150 days after the submission date. Should the need arise, however, bidders may be requested to extend the validity period of their bids. Bidders who agree to such extension shall confirm that their financial bid remains unchanged.

12. REGULATORY AND COMMERCIAL CONDITIONS/REQUIREMENTS

12.1 For interpretation of any clause of this RFP, the decision of MIB would be final and binding on the bidder.

12.2 **MIB** reserves the right to accept or reject any bid without assigning any reason.

12.3 **MIB** reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the **MIB**, it is necessary or expedient to do so in public interest or interest of the security of the State or for proper conduct of the study. The decision of the MIB shall be final and binding in this regard.

12.4 **MIB** reserves the right to suspend the study, cancel the contract with the selected party in part or in whole, at any time if in the opinion of the **MIB** is necessary or expedient in the public interest.

12.5 The decision of the **MIB** shall be final and binding in this regard, also **MIB** shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

12.6 The selected party will work under the directions and guidance of **MIB, Government of India**.

13. PERFORMANCE BANK GUARANTEE

13.1 The successful bidder shall submit a Performance Bank Guarantee (PBG) in prescribed format for an amount equivalent to 50% of the total value of the contract before signing a contract/agreement for conducting the study and the PBG to be valid for one year. The Proforma of PBG is enclosed at **Annexure – V**.

13.2 On satisfactory completion of the study, this PBG shall be released.

13.3 In case the study is not completed within the stipulated period as indicated above for reasons attributable to the CA, MIB reserves the right to unilaterally either short close or cancel this agreement and encash the Performance Bank Guarantee.

14. AWARD OF CONTRACT

14.1 MIB shall issue a Letter of Intent (LoI) to the selected Bidder.

14.2 The selected bidder will then be required to sign an Agreement for conducting the study within 7 days of issuance of the LoI. The Agreement for conducting the study is at **Annexure - VI**.

15. SECURITY CONDITIONS

15.1 The bidder shall take adequate and timely measures to ensure that information required through it as part of this contract/agreement shall be kept confidential, secure and protected.

15.2 The bidder shall ensure that adequate safeguards are built into the study.

16. FORCE- MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this agreement is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restrictions, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided in the contract shall be resumed as soon as practicable after such force majeure EVENT comes to an end or ceases to exist. The decision of the **Secretary, Ministry of Information and Broadcasting** as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

17. ARBITRATION

17.1 In the event of any question, dispute or difference arising out of or under this agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be resolved by amicable settlement failing which the matter will be referred to sole arbitrator appointed by the Secretary, Ministry of information & Broadcasting. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under at the time being in force. The decision of arbitration shall be final and binding to the parties.

17.2 The venue of the arbitration proceeding shall be Delhi.

ANNEXURE - I**FORMAT OF NO-CONVICTION CERTIFICATE****[On the letterhead of the organisation]****No-Conviction Certificate**

This is to certify that (Name of the organisation), having registered office at (Address of the registered office) has currently not been blacklisted or restricted to apply for any survey related activities by any Autonomous organization/Institution or Central/State Government Department or Court of law anywhere in the country.

Signature:**Name of the Authorised Signatory:****Designation:****Contact details (including E-mail):****Date:****Place:****ANNEXURE - II****List of Community Radio Stations functional for more than 2 years**

| S. No. | Name of the Organisation | State | Category | Launch Date |
|---------------|---|---------------|-----------------|--------------------|
| 1 | Anna Community Radio | Tamil Nadu | Education | 01-02-2004 |
| 2 | Indian Institute of Business Management | Bihar | Education | 21-08-2004 |
| 3 | Kongu Engineering College, Perundurai | Tamil Nadu | Education | 01-01-2005 |
| 4 | Post Graduate College | Uttar Pradesh | Education | 01-01-2005 |
| 5 | Sunbeam English School | Uttar Pradesh | Education | 01-01-2005 |
| 6 | Loyola College (Autonomous) | Tamil Nadu | Education | 01-01-2005 |
| 7 | Erode Sengunthar Engineering College | Tamil Nadu | Education | 01-01-2005 |
| 8 | Mudra Institute of Communications | Gujarat | Education | 01-01-2005 |
| 9 | Banasthali University | Rajasthan | Education | 09-01-2005 |

| | | | | |
|----|--|----------------|-----------|------------|
| 10 | International School of Informatics & Management | Rajasthan | Education | 07-03-2005 |
| 11 | MOP Vaishnav College For Women | Tamil Nadu | Education | 12-03-2005 |
| 12 | Vidya Pratishthan's Institute Of Information Technology (VIIT) | Maharashtra | Education | 01-04-2005 |
| 13 | D.C School of Mangagement and Technology | Kerala | Education | 26-05-2005 |
| 14 | Sri Manakula Vinayagar Engineering Collage | Puducherry | Education | 31-05-2005 |
| 15 | University of Pune | Maharashtra | Education | 11-06-2005 |
| 16 | CMS Degree College | Uttar Pradesh | Education | 01-07-2005 |
| 17 | City Montessori School | Uttar Pradesh | Education | 01-07-2005 |
| 18 | Jagannath International Managment School | Delhi | Education | 01-01-2006 |
| 19 | Sardar Patel University | Gujarat | Education | 01-01-2006 |
| 20 | Jagan Institute Of Management Studies | Delhi | Education | 14-01-2006 |
| 23 | AJK MCRC, Jamia Millia Islamia | Delhi | Education | 01-09-2006 |
| 24 | Holy Cross College(Autonomous) | Tamil Nadu | Education | 19-12-2006 |
| 25 | Vivek High School | Chandigarh | Education | 01-01-2007 |
| 26 | IIMT Engineering College | Uttar Pradesh | Education | 01-01-2007 |
| 27 | Indian Institute Of Mass Communication | Delhi | Education | 01-01-2007 |
| 28 | Film & TV Institute of India | Maharashtra | Education | 29-01-2007 |
| 29 | Sri Venkateswara Oriental College | Andhra Pradesh | Education | 08-02-2007 |
| 30 | Peace Industrial School | Tamil Nadu | Education | 13-04-2007 |
| 31 | Shri Vishnu Engineering College for Women | Andhra Pradesh | Education | 15-04-2007 |
| 33 | Sri Bhagawan Mahaveer Jain College Center for Management Studies | Karnataka | Education | 25-06-2007 |
| 34 | Guru Nanak Girls College | Punjab | Education | 30-06-2007 |
| 35 | Achariya Arts & Science College | Puducherry | Education | 16-07-2007 |
| 36 | Aditanar College of Arts And Science Tiruchendur | Tamil Nadu | Education | 14-09-2007 |
| 37 | Periyar Maniammai College of Technology for Women | Tamil Nadu | Education | 29-09-2007 |
| 38 | University of Delhi | Delhi | Education | 02-10-2007 |

| | | | | |
|----|--|------------------------|-----------|------------|
| 39 | PSG College of Technology | Tamil Nadu | Education | 13-12-2007 |
| 40 | Eminent T.T.Girls College | Rajasthan | Education | 06-01-2008 |
| 41 | RKDF Institute of Science & Technology | Madhya Pradesh | Education | 14-02-2008 |
| 42 | University of Mumbai | Maharashtra | Education | 29-02-2008 |
| 43 | Jadavpur University | West Bengal | Education | 14-04-2008 |
| 44 | Satyajit Ray Film & Television Institute | West Bengal | Education | 24-05-2008 |
| 47 | Manipal Academy of Higher Education | Karnataka | Education | 12-09-2008 |
| 48 | Shree Ramana Maharishi Academy For The Blind | Karnataka | Education | 05-10-2008 |
| 49 | Asian School of Media Studies | Uttar Pradesh | Education | 15-10-2008 |
| 52 | Rajiv Gandhi National Institute Of Youth Development | Tamil Nadu | Education | 01-11-2008 |
| 54 | Pondicherry University | Puducherry | Education | 27-12-2008 |
| 56 | Sri Siddhartha Centre for Media Studies | Karnataka | Education | 16-01-2009 |
| 57 | M.S Panwar Institute of Communication & Management | Himachal PradeshStates | Education | 13-03-2009 |
| 61 | Chaudhary Devi Lal University | Haryana | Education | 02-08-2009 |
| 62 | Sharnbasveshwar Vidya Vardhak Sangha | Karnataka | Education | 24-08-2009 |
| 64 | Institue of Management Studies | Uttar Pradesh | Education | 15-09-2009 |
| 65 | St Aloysius College | Karnataka | Education | 23-09-2009 |
| 68 | Mar Athanasios College for Advanced Studies | Kerala | Education | 01-11-2009 |
| 74 | Universal College | Karnataka | Education | 01-01-2010 |
| 80 | Hint Institute of Mass Communication | Uttar Pradesh | Education | 15-04-2010 |
| 81 | Guru Nanak Fifth Centenary School | Uttaranchal | Education | 16-04-2010 |
| 83 | Tibetan Children's Village School | Himachal PradeshStates | Education | 01-06-2010 |
| 84 | PGP Educational & Welfare Society | Tamil Nadu | Education | 06-06-2010 |
| 85 | K.S. Rangasamy Educational Institutions | Tamil Nadu | Education | 15-07-2010 |
| 89 | Indian Institute of Technology kanpur | Uttar Pradesh | Education | 27-09-2010 |
| 91 | S.R.M Institute of Science and Technology(Deemed University) | Tamil Nadu | Education | 11-10-2010 |
| 92 | Dr. B. R. A. University | Uttar Pradesh | Education | 30-10-2010 |

| | | | | |
|-----|--|----------------|-----------|------------------|
| 95 | Krishna Kanta Handique State Open University | Assam | Education | 20-11-2010 |
| 97 | Keshav Memorial Educational Society | Andhra Pradesh | Education | 29-12-2010 |
| 100 | M. Kumarasamy College of Engineering | Tamil Nadu | Education | 01-01-2011 |
| 104 | Atomic Energy Central School No - 2 (AECS-2) | Tamil Nadu | Education | 26-01-2011 |
| 105 | Panjab University | Punjab | Education | 13-02-2011 |
| 107 | Prajapita Brah Kumaris Iswariya Vishwa Vidyalay (PBKIVV) | Rajasthan | Education | 01-03-2011 |
| 108 | Gauhati University | Assam | Education | 01-03-2011 |
| 110 | Shaskiya Utkrishta Uchchatar Madhyamik Vidyalaya (GHSSE) | Madhya Pradesh | Education | 01-05-2011 |
| 114 | Mahatma Gandhi Vidyamandir's M.S.G. Arts, Science and Commerce College | Maharashtra | Education | 01-06-2011 |
| 116 | Subbalakshmi Lakshmipathy College Of Science | Tamil Nadu | Education | 01-08-2011 |
| 117 | University Of Hyderabad | Andhra Pradesh | Education | 15-08-2011 |
| 120 | Ravenshaw University | Orissa | Education | 01-01-2012 |
| 121 | Swaraj Sansthan Sanchalnalaya | Madhya Pradesh | Education | 26-01-2012 |
| 122 | Neotech Technical And Management College | Chhattisgarh | Education | 31-01-2012 |
| 123 | Shaskiya Utkrishta Uchchatar Madhyamik Vidyalaya | Madhya Pradesh | Education | 01-02-2012 |
| 124 | St. Joseph College of Communication | Kerala | Education | 10-02-2012 |
| 125 | SSM College of Engineering | Tamil Nadu | Education | 13-02-2012 |
| 128 | Educational Multimedia Research Centre | Gujarat | Education | 30-03-2012 |
| 130 | Padmashree Dr. D.Y.Patil Vidyapeeth (Deemed University) | Maharashtra | Education | More than 2 year |

Education: 81

NGO: 39

Agriculture: 10

ANNEXURE - III**FORMAT OF COVERING LETTER**

(On Organisation's letter head)

[Date]

To,

Dy. Director (CRS),
 Ministry of Information and Broadcasting,
 Room no. 116, 1st Floor, Shastri Bhawan,
 New Delhi -110 115.

Dear Sir,

Ref: RFP for Selection of a Consulting Agency to conduct a study on the listenership, reach and effectiveness of Community Radio Stations in India

Having examined the Request for Proposal (RFP), the receipt of which is hereby duly acknowledged, we, the undersigned, intend to submit a proposal for selecting a Consulting Agency to conduct a study on the listenership, reach and effectiveness of Community Radio Stations in India.

We attach hereto the response as required by the RFP, which constitutes our proposal.

Contacts details for our organisation are:

| S.No. | Item | Particulars |
|-------|-----------------|-------------|
| | Name: | |
| | Designation: | |
| | Mailing Address | |
| | Phone | |
| | Mobile | |
| | Fax No. | |
| | E-mail Address | |

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Ministry of Information and Broadcasting is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the engagement during the project, if engaged to do so, for organizing workshops.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

It is hereby confirmed that I/We are entitled to act on behalf of our organisation and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2014**

(Signature) (In the capacity of)

(Name)

Duly authorized to sign the RFP for and on behalf of:

(Name and Address of Organisation) Seal/Stamp of organization

Witness Signature:

Witness Name:

Witness Address:

ANNEXURE - IV

FORMAT FOR CERTIFICATE AS TO AUTHORISED SIGNATORIES

I,....., the Secretary/President of, certify that Ms/Mr. who signed the above EOI is authorized to do so and bind the organisation by authority of its board/ governing body.

Signature:

Date:

(Organisation Seal)

(Name)

ANNEXURE - V**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

To

The President of India

In consideration of the President of India (hereinafter referred to as 'the Authority') having agreed to carry out **a study on the listenership, reach and effectiveness of Community Radio Stations in India by way of tangible and intangible, direct or indirect benefits to the community in India** as per Letter of Intent No. _____ dated _____ on the terms and conditions contained in the said LOI/contract, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. _____ (In words _____) only for the service by way of security for the due observance and performance of conducting the study in the country as **annexed** along with. We _____ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') hereby irrevocably and unconditionally guarantee to the Authority that the AGENCY shall render all necessary and efficient services which may be required to be rendered by the CA in connection with and/or for the performance of successful e-auctions as per the above said Contract and further guarantees that the service which shall be provided by the CA under the said LOI/contract, shall be actually performed in accordance with clause _____ of terms and conditions of the Contract to the satisfaction of the Authority.

3. We, the Bank hereby, in pursuance of the terms of the said contract, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. _____ (Rupees _____) only to the Authority to secure due and faithful performance by the AGENCY of all his/their obligations for successful study as per the above said contract.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Authority by reason of breach by the said CA of any of the terms or conditions contained in the said Contract or by reason

of the CA's failure to perform any of its obligations for successful e-auction as per the above said Contract.

5. We, the Bank, hereby agree that the decision of the Authority as to whether the CA has failed to or neglected to perform or discharge his duties and obligations for successful competition of the study as per the above said Contract as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with the above said Contract and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of 12 months from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Authority satisfies that the CA as per the above said Contract have been fully and properly carried out by the said CA and accordingly discharged this guarantee.

(b) the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance of any obligations by the said CA from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said CA and to forbear or to enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any variation or extension being granted to the said CA or forbearance act or omission on the part of the Authority of any indulgence by the Authority to the said CA or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) any claim which we have against the CA shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) this Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the CA.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs._____ and our Guarantee shall remain in force until **36** months from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e._____ all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated _____ day _____ for _____

(Name of the Bank)

Witness:

1.....
.....
.....

2.....
.....
.....

ANNEXURE - VI

(On non-judicial stamp paper of Rs.100/-)

**Agreement for conducting a study on the listenership , reach and effectiveness of
Community Radio Stations in India by way of tangible and intangible, direct or indirect
benefits to the community in India**

**This Agreement is made and executed at New Delhi on thisday of 2014 between M/s
....., having its registered office at(herein
after called CA (which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include its successors in title and permitted assigns).**

And

**The President of India acting through the Joint Secretary, Ministry of Information and
Broadcasting, and having its office at Room No.116, Shastri Bhawan, Dr Rajendra Prasad Road, New
Delh-110 115, India (hereinafter referred to as "MIB", which expression shall unless repugnant to
the context or meaning thereof be deemed to mean and include its successors in title and permitted
assigns). The Agreement will be effective from the date of issue of Letter of Intent (LoI) i.e. w.e.f.
.....2014 and the said letter of intent will also be part of this Agreement.**

IT IS HEREBY AGREED AS FOLLOWS:

On the basis of the offers received against RFP document number _____ has selected
M/s. as the Consulting Agency for **a study on the listenership,
reach and effectiveness of Community Radio Stations in India by way of tangible and
intangible, direct or indirect benefits to the community in India.**

The CA is responsible/ liable for completion of the work mentioned in this agreement.

2. Objective for Work of the CA:

Specifically, objectives of the assignment are to carry out a study that will be able to:

- I. Estimate listenership and reach in the CRS community
- II. Draw up a Socio-Economic and Demographic profile of listeners
- III. Find out reasons for listening and not listening and gauge extent and nature of participation of community in the CRS
- IV. Document if and how CRS nurture and promote local talent and culture
- V. Assess effectiveness of CRS in providing tangible and intangible, direct and indirect benefits to the community like creating awareness, providing useful information, encouraging participation in community life, conflict resolution, and role played in disaster management etc.

and as may be amended from time to time.

3. The functions of the CA:

3.1 The CA would be responsible for planning, designing and undertaking the entire study and presenting the data in accessible formats.

3.2 CA will adopt a combination of qualitative and quantitative methods. Qualitative methods could include a listenership survey, focus group discussions, case studies and in-depth interviews.

3.3 Out of the total 130 operation community radio stations for over 2 years, CA will select a statistically valid and representational sample giving due consideration to factors like geographic location and institution type i.e. Educational, Agricultural or Non-Government Organisation (NGO). Further, in order to ensure that a CRS has had an opportunity to be heard in the community, only those CRSs who have been operational for at least two years may be included in the study..

3.4 The CA would draw a representative sample at each location after establishing 'Opportunity to Hear '(OTH) i.e. ensuring that the house-hold falls within the broadcast signal coverage area. The concerned CRS would be consulted to provide a signal coverage map or area listing. Only one respondent would be interviewed from each Household.

3.5 For the qualitative aspects of the study, the CA would consult the CRS to tap into their community base, listener Clubs, volunteers etc.

3.6 The CA will submit a complete final report in English in electronic version as well as five printed copies. Prior to that, the CA will also be required to make a presentation of

the draft report and its highlights to MIB and other stake-holders of the sector invited by them and receive feedback on the draft report.

3.7 The Final Report would include

- Executive Summary
- Acknowledgments
- Table of contents
- Background / Project Description
- Purpose/Objectives of study
- Methodology
- Main findings
- Detailed analysis of various parameters
- Recommendations if any and Conclusions

3.8 Annexes to the report would be:

- TOR
- Timeline
- Survey instruments - questionnaire, interview guides, qualitative tools employed
- Sampling plan
- Any other relevant material

4. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

4.1 Effective Date of Agreement: This Agreement shall come into force and effect from the date of issue of Letter of Intent (LoI).

4.2 Termination of Agreement contract for Failure to become effective: If the CA does not furnish Performance Guarantee within 7 days after the date of the issue of LOI / Agreement signed by the Parties whichever is earlier, the MIB shall declare the Agreement to be null and void, and in the event of such a declaration MIB shall have claim for damage against the CA and shall also forfeit Earnest Money Deposit.

4.3 Commencement of Services: The CA shall begin carrying out the Services immediately but not later than ten days from the Effective Date.

4.4 Completion of Agreement: The **study on the listenership, reach and effectiveness of Community Radio Stations in India by way of tangible and intangible, direct or indirect benefits to the community in India** is targeted to be completed by _____ which may

further be extended by _____ months as per the decision of Ministry of Information and Broadcasting.

4.5 Entire Agreement: This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

4.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

5. Regulatory and Commercial Conditions/Requirements

5.1 For interpretation of any clause of this Agreement, the decision of MIB would be final and binding on the Auctioneer.

5.2 The CA would be jointly and severally responsible for conducting the study.

5.3 The services provided by the CA will be governed by and construed, performed and enforced in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in New Delhi.

5.4 The CA shall be responsible for successful completion of the study.

6. Payment to be made to the CA

6.1 This would be a Consultancy contract with a consolidated payment as follows:

- Up on contract award: 30%
- Acceptance of Draft report: 50%
- Submission of Final Report: 20 %

6.2 Payment of Service Tax, Income Tax and all other Statutory Taxes will be borne by the Bidder. The MIB will be making payments after deducting the TDS, as per applicable rates.

7. MIB's Rights in respect of study

7.1 MIB reserves the right to accept or reject any bid without assigning any reason.

7.2 MIB reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the MIB, it is necessary or expedient to do so in public interest or interest of the security of the State or for proper conduct of the study. The decision of the MIB shall be final and binding in this regard.

7.3 MIB reserves the right to suspend the study, cancel the contract with the selected party in part or in whole at any time if in the opinion of the MIB it is necessary or expedient in the public interest.

7.4 The decision of the MIB shall be final and binding in this regard. Also MIB shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

7.5 The CA will work under the directions and guidance of MIB.

7.6 The CA shall make every effort to keep MIB adequately informed as to the progress of the work throughout the Agreement period. The frequency of progress reporting shall generally be on weekly basis for the entire period from the effective date of this Agreement.

8. SETTLEMENT OF DISPUTES

8.1 In the event of any question, dispute or difference arising out of or under this agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be resolved by amicable settlement failing which the matter will be referred to sole arbitrator appointed by the Secretary, Ministry of information & Broadcasting. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under at the time being in force. The decision of arbitration shall be final and binding to the parties.

8.2 The venue of the arbitration proceeding shall be Delhi

9 LIQUIDATED DAMAGES

9.1 The auctioneer must ensure that their services are made in accordance with time schedule as given in para 3.4 above of this agreement as amended from time to time and;

9.2 The Parties hereby agree that due to negligence of act of either Party, if any Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder

shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.3 The amount of liquidated damages for delay by CA under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Agreement.

9.4 The liquidated damages for delay by CA, wholly and solely attributable to CA, shall be applicable under following circumstances:

(a) If the deliverables are not completed as mentioned in para 3.4. above, the CA shall be liable to pay 1% (One Percent) of the proportional cost of the services related to that deliverable for delay of each week or part thereof subject to clause 9.3.

10. Performance security

10.1. For the due performance of the program/ project in accordance with the terms and conditions specified in the Letter of Award (LOA) the CA shall on the day or before signing the Agreement which shall not be later than 7(Seven) days of the issue of the Letter of Award, furnish to Ministry of I &B a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount of Rs _____.

10.2. The Bank Guarantee shall be in favour of the Ministry of I &B by the State Bank of India or any Nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to Ministry of I & B. The Bank Guarantee shall be in the proforma acceptable to I & B.

10.3. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Agreement. It is also expressly understood and agreed that the as performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Agreement document

10.4 The performance Bank Guarantee shall be valid for three months after the submission of Final Report. It will be discharged by Ministry of I &B and returned to the Auctioneer not later than 6 (six) months following the date of completion of the Auctioneer's obligations, under the Agreement.

10.5 Should the program period, for whatever reason be extended, the Auctioneer, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to Ministry of I &B before the expiry date of the Bank Guarantee originally furnished.

11 Security Conditions

11.1 The CA shall take adequate and timely measures to ensure that information required through it as part of this contract/agreement shall be kept confidential, secure and protected.

11.2 The CA shall ensure that adequate safeguards are built into the study.

12 Sub-Contracts

12.1 The CA shall not sublet the work to another agency but given the pan Indian nature of the project, partnerships with local organisations for data collection are permitted. The Bidder will assume complete responsibility in all matters related to such partnerships.

13. Force-Majeure

13.1 If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this agreement is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the Secretary, MIB as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract/Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract/ Agreement.

14. Termination for default

14.1 The MIB may without prejudice to any other remedy for breach of contract, by written notice of default sent to the CA terminate this contract in whole or in part.

- (a) if the CA fails to deliver any or all of the service within the time period(s) specified in the contract, or any extension thereon granted by the MIB, or
- (b) if the CA fails to perform any other obligations under the contract, and
- (c) if the CA, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such long period as MIB may authorise in writing) after receipt of the default notice from MIB.

14.2 In the event of termination of the contract, MIB will forfeit the performance bank guarantee submitted by the CA.**15. Termination for insolvency**

15.1 The MIB may at any time terminate the contract by giving written notice to the CA, without compensation to the CA, if the CA is bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Ministry of Information and Broadcasting.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement (in duplicate) on the day, month and year first hereinabove mentioned.

Signed and Delivered for

Ministry of Information and Broadcasting
for and On behalf of the President of India

M/s.

Signature:

Signature:

Name:

Name:

Title: Joint Secy.

Title:

Stamp:

Stamp:

Witnesses:

Witnesses:

1.

1.

2.

2.