

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY  
FOR CONDUCTING e-AUCTION OF FM CHANNELS IN FM  
RADIO PHASE-III**

**N-38014/5/2013-FM**

**Government of India, Ministry of Information and Broadcasting,  
Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110 115**

**(No. of pages : 65)**

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**Government of India**  
**Ministry of Information and Broadcasting**  
**Shastri Bhawan, Dr. Rajendra Prasad Road,**  
**New Delhi-110 115**

Date : 25<sup>th</sup> April, 2014

**Request for Proposal(RFP) for selection of agency for conducting e-auction of FM channels in FM Radio Phase-III**

**1. Introduction**

1.1 Bidders are invited to submit applications for selection as Agency to Conduct e-auction of *FM Radio licences (Phase-III) in 294 cities(839 channels)* as per the list at **Annexure I** in India in two parts viz. **Technical (Annexure II )** and **Financial (Annexure III)** as per enclosed proforma. Both Technical and Financial bids separately sealed and complete in all respects, along with the Eligibility Criteria Format as per Annexure III-A, duly filled in, and the Power of Attorney for the Authorized signatory, should be submitted in a third sealed cover addressed to Dy. Secretary / Director, Ministry of Information and Broadcasting (hereafter MIB), A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110 115 by 14.30 hrs., **20.06.2014** .

**1.2 Policy Guidelines for Auction**

Detailed policy guidelines dated 25.7.2011 regarding expansion of FM Radio Broadcasting Services through private agencies are available at [www.mib.nic.in](http://www.mib.nic.in)

**1.3 Eligibility Criteria for the Company to act as selection agency for conducting e- auction:**

1.3.1 The bidder should be a company registered under the Companies Act, 1956 in India or a foreign company incorporated in a country outside India or a joint venture of such companies or a consortium of such companies having a registered office in India

A consortium will be a group of companies having a lead partner wherein each partner of the consortium is jointly and severally responsible/liable for the bid and the performance of the contract and this liability has been formalised and secured through an MOU approved by the competent authority. A ink signed copy of the MOU by all concerned shall be furnished alongwith the bid. The bid shall be submitted by the lead partner of the consortium as per the guidelines along with a copy of the MOU(s).

1.3.2 The bidder shall submit application in duplicate in the prescribed application form.

1.3.3 The bidder shall pay a non-refundable application fee of Rs. 50,000/- 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.

1.3.4 The bidder, shall not have any equity directly or indirectly in any FM radio broadcasting company in India. Similarly, any FM radio broadcasting company, shall not have any equity directly or indirectly in the bidder. The bidder shall not have any commercial dealings with the prospective FM operators. The bidder shall also disclose any past business deals in the proposal drawing attention to the same. The decision of the MIB is final in respect of interpretation as to what constitutes the conflicting commercial dealings.

*N.B.- For the purpose of this RFP, an FM radio Broadcasting Company is a company pursuing FM broadcasting activity, directly or indirectly, in any form under a license granted by MIB.*

1.3.5 Bidder shall declare its Indian and foreign equity holding (Both direct and indirect).

1.3.6 The bidder shall have a minimum paid up capital of Rs. 1 Crore or equivalent\* on the date of application.

1.3.7 The bidder and its substantial equity holders in the bidder company or the lead partner in case of consortium shall have a combined net worth of at least Rs 5 crores or equivalent\*. The substantial equity holders shall be those who have at least 10% or more equity stake in the total equity of the bidder company. This information should be duly authenticated under the relevant law.

1.3.8 Bidder who has conducted simultaneous, controlled ascending e-auctions of any commodity or resource would be given preference. (This is to be read in conjunction with Para 1.9.2 and **Annexure-V A**).

1.3.9 Further, complete eligibility criteria for the company to act as agency for conducting e-auction is given in **Annexure-III A**

\* RBI rates as on the last date of submission of the bid.

#### 1.4 Earnest Money Deposit (EMD)

1.4.1 An EMD of Rs.10,00,000/- (Rupees Ten lakh only) in the form of Bank Guarantee issued by a scheduled bank in India as per pro-forma in **Annexure IV** must be submitted along with the proposal. Validity period of the EMD is six months after the completion of finalisation of entity "e-auctioneer" i.e., signing of contract.

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

1.4.3 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.

## 1.5 **Scope of Work**

1.5.1 To conduct e-auction of 839 FM radio channels in 294 cities in as many batches of separate e-auctions as may be decided by the MIB, and as per detailed policy guidelines issued by the said Ministry on 25.7.2011 for FM radio Phase III, as amended from time to time.

1.5.2 The functions of the selected agency shall be:-

- (a) To design, structure and implement the overall process of e-auction on a simultaneous, controlled, ascending basis including the e-aspects with the approval of Government of India (GOI), so that the following objectives are met:-
  - (i) Ensuring, a transparent and fair auction and selection process
  - (ii) Optimising revenue received
  - (iii) Promoting equitable growth of FM radio
- (b) to advise on setting the rules for the bidding process
- (c) to prepare bid documents for e-auction.
- (d) to develop an optimum auction plan taking into account the availability of FM channels and the competition characteristics.
- (e) to create appropriate market interest and excitement in India .
- (f) to advise on/incorporate on the safeguards in the-auction system to ensure the security of the entire process.
- (g) to conduct the e-auction for 839 FM Radio channels in 294 cities as per decisions of GOI.
- (h) to document the entire process of e-auction of FM radio channels .
- (i) to provide all the incidental services till the completion of the process and selection of the successful bidder(s).

The functions from (a) to (i) may involve continuous interactions with the MIB.

## 1.6 **Regulatory and Commercial Conditions /Requirements**

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

1.6.2 The bidder and all its substantial equity holders, consortium and all its members would be jointly and severally responsible for conducting e-auction as per scope of the signed contract.

1.6.3 The first simultaneous, ascending e-auction of FM channels in selected category of cities(to be decided by MIB) shall be conducted by the selected auctioneer as per the timeframe decided by the MIB at the time of signing the contract. Thereafter, auctions would be conducted from time to

time within a period of one year which may be further extended by 6 months as per the decision of Ministry of Information and Broadcasting.

1.6.4 The auctioneer and its joint venture partner(s) in case of consortium shall not subcontract any or part of activities under the contract for conduct of the e-auction.

### **1.7 Procedure for submission of Bids**

1.7.1 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 duplicate detailing the eligibility criteria as mentioned in para 1.3 above along with supporting documents, Application Fee as per para 1.3.3 and Earnest Money Deposit as specified in para 1.4.1 above alongwith the **Annexure -III A**.
- (b) Technical bid in duplicate as per **Annexure II** of this RFP 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 as per **Annexure III** of this RFP sealed in a separate envelope and complete in all respects and clearly marked as **“FINANCIAL BID”** on the envelope.
- (d) Power of Attorney 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 as Agency for e-auction of FM Radio channels under FM Radio Phase-III”**.

1.7.2 (a) 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.

(b) All pages of the Bid documents along with supporting documents shall be signed by the person authorised as per para 1.7.1(d).

1.7.3 In its financial bid, the bidder shall quote a single lump sum fee in Indian Rupees for successfully conducting the entire auction processes for about 839 channels in 294 cities.

### **1.8 Time schedule and Submission of Offer**

1.8.1 Any bidder who wishes to be selected as agency for the conduct of the FM radio auction should respond to this RFP as per the **Calendar of Events** enclosed at **Annexure V** to this RFP to the **Dy. Secretary / Director , Ministry of Information and Broadcasting, Government of India, A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110 115**.

1.8.2 The bidders meeting the eligibility criteria shall be required to make presentation in turn before the **Evaluation Committee at 10.00 AM onwards on \_\_\_\_\_date\_\_\_\_\_ in the Committee Room, Sixth Floor, Shastri Bhawan, New Delhi** as per the time assigned to them. The technical and financial bids of all those bidders who do not meet the eligibility criteria shall be returned along with

their EMDs in unopened condition. The successful eligible bidder(s) shall be intimated through FAX and/or e-mail. Their name(s) shall also be posted on the MIB's website [www.mib.nic.in](http://www.mib.nic.in)

## **1.9 Selection Criteria**

1.9.1 Selection of the bidder(s) will be based on technical and financial evaluation of the bid. The evaluation will be in two stages i.e. technical and financial. All applicants that meet the eligibility criteria will have to make a **presentation** before the **Evaluation committee** constituted by the Government of India, clearly demonstrating their experience and capacity to conduct the auction. After the presentation, the technical bids of the eligible bidders shall be opened before the bidders or their authorised representative. Financial bid(s) shall be opened for only those bidders who are short listed after the evaluation of technical bids. Only bidders short listed on the basis of technical evaluation will be invited to send their representatives for the opening of the financial bid.

1.9.2 The weightage for different parameters in the technical bid will be as follows:

This has to be read in conjunction with 1.3.8 and **Annexure V-A**.

	<b>Parameter</b>	<b>Weightage</b>
<b>A</b>	Total value of e-auction conducted in the last three (3) years	<b>20%</b>
<b>B</b>	Total number of e-auctions conducted in the last three (3) years	<b>10%</b>
<b>C</b>	Total value of broadcast related e-auctions in the last three (3) years	<b>10%</b>
<b>D</b>	E-security aspects in design and conduct of the auction	<b>20%</b>
<b>E</b>	Ownership of domain and e-auction related software	<b>20%</b>
<b>F</b>	Design of auction process and development of bid documents	<b>20%</b>

**Details of criteria for marks are given in Annexure V A.**

1.9.3 Only those Bidders scoring overall 70 % and above on the Criteria mentioned in Para 1.9.2 will be declared technically qualified and their Financial Bids will be opened.

1.9.4 Final selection will be done based only on financial bids of those bidders who will be technically qualified.

1.9.5 In situations where lowest quoted rate (L1) of two or more technically qualified bidders are the same, the bidders shall be called upon to offer discount on the quoted rates across the table in order to decide the lowest quoted rate.

## **1.10 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.

## **1.11 Fees**

1.11.1 Payment shall be made for the actual auction conducted, and the bidder shall be paid a fee determined as per para 1.12 of the RFP. No payment shall be made for any other charge or expenditure.

In case **MIB** identifies more number of FM Radio channels at any stage before, during or after the e-auction process, the Government may ask the successful bidder (Auctioneer) to again conduct the e-auction for such FM channels within the currency of the contract. This will be construed as new auction and the successful bidder shall be paid as per method defined in para 1.12

1.11.2 Drop dead fee: A lumpsum drop dead fee of Rs.10 lakh will be paid to the successful bidder (Auctioneer) in case the Government abandons entire e-auction at any stage after award of the contract to the auctioneer in all cities. The word abandon means calling off of the auction process, for no fault of the auctioneer, after the agreement with the e-auctioneer is signed and before actual conduct of the auction. Once the e-auction starts, the lumpsum fee quoted by the e-auctioneer would be paid as per the terms of the agreement with the e-auctioneer, if the e-auction is called off for no fault of the e-auctioneer.

### 1.12 **Payment:**

The payment to be made to the successful bidder (Auctioneer) after completion of auction as acceptable to Government of India in 294 cities in 839 channels (Annexure-I) shall be governed by the following method.

The payment for auction shall be made under two heads i.e., operating fee and the success fee for each channel in a city. The Cities under different categories in **Annexure-I** have been assigned weightages in the following manner for the purpose of making payments. The Ratio of operating fee to success fee shall be 30:70.

Weightage Table

S. No.	Category	Weightage(w)
1	A+	1.0
2	A	0.9
3	B	0.8
4	C	0.7
5	D and cities with population upto 1 lakh	0.6

The total payment to be made after the auction of each batch shall be derived on the basis of application of above weightages as well as the ratio of operating fee to success fee.

Payment Formula alongwith an Illustration is given in **Annexure –IVA**.

In all such cases, where auction of a channel fails to achieve success i.e., to realize the revenues as per the reserved price of such channel, the auctioneer shall be bound to make as many auction attempts for the channel as decided by the MIB. The payment of operating fee, in all such cases, shall be deferred to the next round of auction until it is decided by the MIB not to have any further attempt for auctioning of that channel. The auctioneer shall be entitled to claim his operating fee for that particular channel(s) only at the end of the last attempt.

The payment shall be made within 60 days of completion of auctions in each batch to the satisfaction of the Ministry of Information and Broadcasting. It may be noted that the payment to the successful bidder will be made in Indian Rupees (INR) only.

### **1.13 MIB's Rights in respect of RFP/Auction**

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

1.13.2 **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 e-auction. The decision of the MIB shall be final and binding in this regard.

1.13.3 **MIB** reserves the right to suspend the e-auction, 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.

1.13.4 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.

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

### **1.14 Performance Bank Guarantee**

1.14.1 The successful bidder shall submit a Performance Bank Guarantee (PBG) in prescribed format for an amount of Rs. **50 lakh** before signing a contract/agreement for conducting the e-auction, and the PBG to be valid till completion of all batches of e-auction or 36 months whichever is later. The Proforma of PBG is enclosed at **Annexure VI**.

1.14.2 On satisfactory completion of all the batches of e-auction, this PBG shall be released.

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

### **1.15 Integrity Pact**

The 'Integrity Pact' shall be signed by all the selected bidders participating in the bid for selection as an auctioneer for e-auction of FM Radio Licenses Phase-III. Format of the Integrity Pact is placed at **Annexure VII**.

### **1.16 Award of Contract**

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

1.16.2 The selected bidder will then be required to sign an Agreement for conducting the e-auction of FM channels after fulfilling all the formalities/pre-conditions mentioned in the Letter of Intent,

within 7 days of issuance of the Lol. The Agreement for conducting the e-auction of FM channels is at **Annexure VIII**.

### **1.17 Security Conditions**

1.17.1 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.

1.17.2 The company shall ensure that adequate safeguards are built into the e-auction system.

### **1.18 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.

### **1.19 Arbitration**

(a) 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.

(b) The venue of the arbitration proceeding shall be Delhi.

### **1.20 Conflict of Interest**

1.20.1 The auctioneer shall not receive any remuneration in connection with the assignment except as provided in the contract.

1.20.2 The auctioneer shall not engage in any activity with respect to their assignment that is in conflict with the interest under the contract, or that may place them in a position of being unable to carry out the auctions in the best interest of MIB.

1.20.3 The auctioneer shall provide professional, objective and impartial advice at all times and hold the MIB's Interests paramount, and in providing such advice avoid conflicts with any other assignment and their own corporate interests.

1.20.4 The bidder shall also bind its key employees or personnel working on this project under the clause 1.20.1 to 1.20.3

1.20.5 Bidders are required to provide a declaration regarding any conflicting activities in the proforma as **Annexure-IX**.

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**City-wise list of available Channels for Phase-III**

S No	Name of City	State	Total Number of Channels proposed	Existing Channels	Channels available for Phase III
<b>Category "A+"</b>					
1	Chennai	Tamil nadu	9	8	1
2	Delhi	Delhi	9	8	1
3	Kolkatta	West Bengal	9	9	0
4	Mumbai	Maharashtra	9	7	2
<b>Category "A"</b>					
5	Ahmedabad	Gujarat	6	5	1
6	Bangalore	Karnataka	8	7	1
7	Hyderabad	Andhra Pradesh	8	4	4
8	Jaipur	Rajasthan	6	5	1
9	Kanpur	Uttar Pradesh	6	3	3
10	Lucknow	Uttar Pradesh	6	3	3
11	Nagpur	Maharashtra	6	4	2
12	Pune	Maharashtra	6	4	2
13	Surat	Gujarat	6	4	2

Category "B"					
14	Amritsar *	Punjab	4	3	1
15	Agra *	Uttar Pradesh	4	2	2
16	Allahabad *	Uttar Pradesh	4	2	2
17	Asansol	West Bengal	4	2	2
18	Bhopal	Madhya Pradesh	4	4	0
19	Cochin	Kerala	4	3	1
20	Coimbatore	Tamil Nadu	4	4	0
21	Dhanbad	Jharkhand	4	0	4
22	Indore	Madhya Pradesh	4	4	0
23	Jabalpur	Madhya Pradesh	4	4	0
24	Jamshedpur	Jharkhand	4	3	1
25	Ludhiana	Punjab	4	0	4
26	Madurai	Tamil Nadu	4	3	1
27	Moradabad	Uttar Pradesh	4	0	4
28	Patna	Bihar	4	1	3
29	Rajkot	Gujarat	4	3	1
30	Vadodara	Gujarat	4	4	0
31	Varanasi *	Uttar Pradesh	4	3	1
32	Vijayawada	Andhra Pradesh	4	2	2
33	Visakhapatnam	Andhra Pradesh	4	4	0

Category "C"					
34	Ahmednagar*	Maharashtra	4	2	2
35	Ajmer *	Rajasthan	4	2	2
36	Akola*	Maharashtra	4	1	3
37	Alappuzha (Alleppey)	Kerala	4	0	4
38	Aligarh	Uttar Pradesh	4	1	3
39	Amravati	Maharashtra	4	0	4
40	Aurangabad	Maharashtra	4	2	2
41	Bareilly	Uttar Pradesh	4	2	2
42	Belgaum	Karnataka	4	0	4
43	Bellary	Karnataka	4	0	4
44	Bhagalpur	Bihar	4	0	4
45	Bhavnagar	Gujarat	4	0	4
46	Bhubaneshwar	Orissa	4	3	1
47	Bikaner	Rajasthan	4	1	3
48	Bilaspur*	Chhatisgarh	4	1	3
49	Chandigarh	Chandigarh/UT	4	2	2
50	Dehradun	Uttarakhand	4	0	4
51	Devengeri	Karnataka	4	0	4
52	Dhule	Maharashtra	4	1	3
53	Erode	Tamil Nadu	4	0	4
54	Gaya	Bihar	4	0	4

55	Gorakhpur	Uttar Pradesh	4	1	3
56	Gulbarga *	Karnataka	4	1	3
57	Guwahati	Assam	4	4	0
58	Gwalior	Madhya Pradesh	4	4	0
59	Hubli-Dharwad	Karnataka	4	0	4
60	Jalandhar	Punjab	4	4	0
61	Jalgaon*	Maharashtra	4	2	2
62	Jammu	J&K	4	1	3
63	Jamnagar	Gujarat	4	0	4
64	Jhansi	Uttar Pradesh	4	1	3
65	Jodhpur *	Rajasthan	4	3	1
66	Kakinada	Andhra Pradesh	4	0	4
67	Kannur	Kerala	4	4	0
68	Kolhapur	Maharashtra	4	2	2
69	Kota	Rajasthan	4	3	1
70	Kozhikod	Kerala	4	2	2
71	Kurnool	Andhra Pradesh	4	0	4
72	Malegaon	Maharashtra	4	0	4
73	Mangalor *	Karnataka	4	3	1
74	Muzaffarnagar	Uttar Pradesh	4	0	4
75	Muzzaffarpur	Bihar	4	1	3
76	Mysore	Karnataka	4	2	2

77	Nanded*	Maharashtra	4	1	3
78	Nasik	Maharashtra	4	2	2
79	Nellore	Andhra Pradesh	4	0	4
80	Patiala *	Punjab	4	3	1
81	Pondicherry	Pondicherry	4	3	1
82	Raipur	Chhatisgarh	4	4	0
83	Rajamundry*	Andhra Pradesh	4	1	3
84	Ranchi	Jharkhand	4	4	0
85	Rourkela	Orissa	4	2	2
86	Sagar	Madhya Pradesh	4	0	4
87	Saharanpur	Uttar Pradesh	4	0	4
88	Salem	Tamil Nadu	4	0	4
89	Sangli	Maharashtra	4	2	2
90	Shahjahanpur	Uttar Pradesh	4	0	4
91	Sholapur	Maharashtra	4	2	2
92	Siliguri	West Bengal	4	4	0
93	Srinagar	J&K	4	1	3
94	Tiruchy	Tamil Nadu	4	2	2
95	Tirunelveli*	Tamil Nadu	4	2	2
96	Tirupati	Andhra Pradesh	4	2	2
97	Tiruvananthapuram	Kerala	4	4	0
98	Trissur	Kerala	4	4	0

99	Tuticorin*	Tamil Nadu	4	2	2
100	Udaipur	Rajasthan	4	3	1
101	Ujjain	Madhya Pradesh	4	0	4
102	Vellore	Tamil nadu	4	0	4
103	Warangal*	Andhra Pradesh	4	1	3
<b>Category "D"</b>					
104	Abohar	Punjab	3	0	3
105	Achalpur	Maharashtra	3	0	3
106	Adilabad	Andhra Pradesh	3	0	3
107	Adoni	Andhra Pradesh	3	0	3
108	Agartala	Tripura	3	1	2
109	Aizwal	Mizoram	3	1	2
110	Alipurduar	West Bengal	3	0	3
111	Alwal	Andhra Pradesh	3	0	3
112	Alwar	Rajasthan	3	0	3
113	Ambala	Haryana	3	0	3
114	Anantpur	Andhra Pradesh	3	0	3
115	Arrah	Bihar	3	0	3
116	Azamgarh	Uttar Pradesh	3	0	3
117	Baharampur	West Bengal	3	0	3
118	Bahraich	Uttar Pradesh	3	0	3
119	Baleshwar	Orissa	3	0	3

120	Ballia	Uttar Pradesh	3	0	3
121	Balurghat	West Bengal	3	0	3
122	Bands	Uttar Pradesh	3	0	3
123	Bangaon	West Bengal	3	0	3
124	Bankura	West Bengal	3	0	3
125	Barddhaman	West Bengal	3	0	3
126	Baripada	Orissa	3	0	3
127	Barshi	Maharashtra	3	0	3
128	Basti	Uttar Pradesh	3	0	3
129	Beawar	Rajasthan	3	0	3
130	Begusarai	Bihar	3	0	3
131	Bettiah	Bihar	3	0	3
132	Bhadurgarh	Haryana	3	0	3
133	Bharatpur	Rajasthan	3	0	3
134	Bharuch	Gujarat	3	0	3
135	Bhatinda	Punjab	3	0	3
136	Bheemavaram	Andhra Pradesh	3	0	3
137	Bhilwara	Rajasthan	3	0	3
138	Bhiwani	Haryana	3	0	3
139	Bidar	Karnataka	3	0	3
140	Bihar Shareef	Bihar	3	0	3
141	Bijapur	Karnataka	3	0	3

142	Bokaro Steel City	Jharkhand	3	0	3
143	Botad	Gujarat	3	0	3
144	Brahmapur	Orissa	3	0	3
145	Budaun	Uttar Pradesh	3	0	3
146	Burhanapur	Madhya Pradesh	3	0	3
147	Chapra	Bihar	3	0	3
148	Chhattarpur	Madhya Pradesh	3	0	3
149	Chhindwara	Madhya Pradesh	3	0	3
150	Chikmagalur	Karnataka	3	0	3
151	Chirala	Andhra Pradesh	3	0	3
152	Chitradurga	Karnataka	3	0	3
153	Chittoor	Andhra Pradesh	3	0	3
154	Churu	Rajasthan	3	0	3
155	Coonoor	Tamil Nadu	3	0	3
156	Cuddapah	Andhra Pradesh	3	0	3
157	Daman *	Daman & Diu	3	0	3
158	Damoh	Madhya Pradesh	3	0	3
159	Darbhangha	Bihar	3	0	3
160	Darjiling	West Bengal	3	0	3
161	Deoghar	Jharkhand	3	0	3
162	Deoria	Uttar Pradesh	3	0	3
163	Dharamavaram	Andhra Pradesh	3	0	3

164	Dibrugarh	Assam	3	0	3
165	Dimapur	Nagaland	3	0	3
166	Dingdigul	Tamil Nadu	3	0	3
167	Dohad	Gujarat	3	0	3
168	Durg-Bhillainagar	Chhatisgarh	3	0	3
169	Eluru	Andhra Pradesh	3	0	3
170	English Bazar (Maldah)	West Bengal	3	0	3
171	Etah	Uttar Pradesh	3	0	3
172	Etawah	Uttar Pradesh	3	0	3
173	Faizabad/Ayodhya	Uttar Pradesh	3	0	3
174	Farrukhabad cum Fatehgarh	Uttar Pradesh	3	0	3
175	Fatehpur	Uttar Pradesh	3	0	3
176	Gadag Betigeri	Karnataka	3	0	3
177	Ganganagar	Rajasthan	3	0	3
178	Gangtok	Sikkim	3	3	0
179	Ghazipur	Uttar Pradesh	3	0	3
180	Giridih	Jharkhand	3	0	3
181	Godhra	Gujarat	3	0	3
182	Gonda	Uttar Pradesh	3	0	3
183	Gondiya	Maharashtra	3	0	3
184	Guna	Madhya Pradesh	3	0	3
185	Guntakal	Andhra Pradesh	3	0	3

186	Haldwani-cum Kathgodam	Uttaranchal	3	0	3
187	Hanumangarh	Rajasthan	3	0	3
188	Hardoi	Uttar Pradesh	3	0	3
189	Hardwar	Uttaranchal	3	0	3
190	Hassan	Karnataka	3	0	3
191	Hazaribag	Jharkhand	3	0	3
192	Hindupur	Andhra Pradesh	3	0	3
193	Hissar *	Haryana	4	3	1
194	Hoshiarpur	Punjab	3	0	3
195	Hospet	Karnataka	3	0	3
196	Imphal	Manipur	3	0	3
197	Itanagar	Arunchal Pradesh	3	1	2
198	Itarsi	Madhya Pradesh	3	0	3
199	Jagdalpur	Chhatisgarh	3	0	3
200	Jaunpur	Uttar Pradesh	3	0	3
201	Jetpur Navagadh	Gujarat	3	0	3
202	Jhunjhunun	Rajasthan	3	0	3
203	Jind	Haryana	3	0	3
204	Jorhat	Assam	3	0	3
205	Junagadh	Gujarat	3	0	3
206	Kaithai	Haryana	3	0	3
207	Kanhangad (Kasargod)	Kerala	3	0	3

208	Karaikkudi	Tamil Nadu	3	0	3
209	Karimnagar	Andhra Pradesh	3	0	3
210	Karnal	Haryana	3	2	1
211	Karur	Tamil Nadu	3	0	3
212	Kavarati	Lakshadweep	3	0	3
213	Khammam	Andhra Pradesh	3	0	3
214	Khandwa	Madhya Pradesh	3	0	3
215	Kharagpur	West Bengal	3	0	3
216	Khargone	Madhya Pradesh	3	0	3
217	Kohima	Nagaland	3	0	3
218	Kolar	Karnataka	3	0	3
219	Korba	Chhatisgarh	3	0	3
220	Kothagudem	Andhra Pradesh	3	0	3
221	Krishnanagar	West Bengal	3	0	3
222	Lakhimpur	Uttar Pradesh	3	0	3
223	Lalitpur	Uttar Pradesh	3	0	3
224	Latur	Maharashtra	3	0	3
225	Machillpatnam	Andhra Pradesh	3	0	3
226	Madanapalle	Andhra Pradesh	3	0	3
227	Mahubnagar	Andhra Pradesh	3	0	3
228	Mahesana	Gujarat	3	0	3
229	Mainpuri	Uttar Pradesh	3	0	3

230	Mancherial	Andhra Pradesh	3	0	3
231	Mandsaur	Madhya Pradesh	3	0	3
232	Mathura	Uttar Pradesh	3	0	3
233	Maunath Bhajan (Distt. Mau)	Uttar Pradesh	3	0	3
234	Mirzapur cum Vindhyachal	Uttar Pradesh	3	0	3
235	Moga	Punjab	3	0	3
236	Motihari	Bihar	3	0	3
237	Munger	Bihar	3	0	3
238	Murwara (Katni)	Madhya Pradesh	3	0	3
239	Nagaon (Nowgang)	Assam	3	0	3
240	Nagarcoil/Kanyakumari	Tamil Nadu	3	0	3
241	Nalgonda	Andhra Pradesh	3	0	3
242	Nandyal	Andhra Pradesh	3	0	3
243	Neemuch	Madhya Pradesh	3	0	3
244	Neyveli	Tamil Nadu	3	0	3
245	Nizamabad	Andhra Pradesh	3	0	3
246	Ongole	Andhra Pradesh	3	0	3
247	Orai	Uttar Pradesh	3	0	3
248	Palakkad	Kerala	3	0	3
249	Palanpur	Gujarat	3	0	3
250	Pali	Rajasthan	3	0	3
251	Panipat	Haryana	3	0	3

252	Pannaji	Goa	3	3	0
253	Patan	Gujarat	3	0	3
254	Pathankot	Punjab	3	0	3
255	Porbandar	Gujarat	3	0	3
256	Portblair	Andman & Nikobar	3	0	3
257	Proddatur	Andhra Pradesh	3	0	3
258	Pudukkottai	Tamil Nadu	3	0	3
259	Puri	Orissa	3	0	3
260	Purnia	Bihar	3	0	3
261	Puruliya	West Bengal	3	0	3
262	Rae Barelli	Uttar Pradesh	3	0	3
263	Raichur	Karnataka	3	0	3
264	Rajapalayam	Tamil Nadu	3	0	3
265	Rajgarh	Chhatisgarh	3	0	3
266	Ramagundan	Andhra Pradesh	3	0	3
267	Raoganj	West Bengal	3	0	3
268	Ratlam	Madhya Pradesh	3	0	3
269	Rewa	Madhya Pradesh	3	0	3
270	Rewari	Haryana	3	0	3
271	Rohtak	Haryana	3	0	3
272	Saharsa	Bihar	3	0	3
273	Sambalpur	Orissa	3	0	3

274	Sasaram	Bihar	3	0	3
275	Satna	Madhya Pradesh	3	0	3
276	Sawai Madhopur	Rajasthan	3	0	3
277	Shilong	Meghalaya	3	2	1
278	Shimla	Himachal Pradesh	3	3	0
279	Shimoga	Karnataka	3	0	3
280	Shivpuri	Madhya Pradesh	3	0	3
281	Sikar	Rajasthan	3	0	3
282	Silchar	Assam	3	0	3
283	Singrauli	Madhya Pradesh	3	0	3
284	Sirsa	Haryana	3	0	3
285	Sitapur	Uttar Pradesh	3	0	3
286	Siwan	Bihar	3	0	3
287	Sultanpur	Uttar Pradesh	3	0	3
288	Surendranagar Dudhrej	Gujarat	3	0	3
289	Thanesar	Haryana	3	0	3
290	Thanjavur	Tamil Nadu	3	0	3
291	Tinsukia	Assam	3	0	3
292	Tiruvannamalai	Tamil Nadu	3	0	3
293	Tonk	Rajasthan	3	0	3
294	Tumkur	Karnataka	3	0	3
295	Udupi	Karnataka	3	0	3

296	Vaniyambadi	Tamil Nadu	3	0	3
297	Veraval	Gujarat	3	0	3
298	Vidisha	Madhya Pradesh	3	0	3
299	Vizianagaram	Andhra Pradesh	3	0	3
300	Wadhwan (Surendernagar)	Gujarat	3	0	3
301	Wardha	Maharashtra	3	0	3
302	Yavatmal	Maharashtra	3	0	3
		<b>Sub total</b>	<b>1052</b>	<b>246</b>	<b>806</b>

\* Licence revoked in Phase-II

**Cities in Border Areas of J & K and NE states**

1	Kargil	J & K	3	0	3
2	Leh	J & K	3	0	3
3	Katua	J & K	3	0	3
4	Poonch	J & K	3	0	3
5	Bhaderwah	J & K	3	0	3
6	Dubhari	Assam	3	0	3
7	Haflong	Assam	3	0	3
8	Jowai	Meghalaya	3	0	3
9	Lung-lei	Mizoram	3	0	3
10	Mokukchung	Nagaland	3	0	3
11	Belonia	Tripura	3	0	3
		<b>Sub total</b>	<b>33</b>	<b>0</b>	<b>33</b>
		<b>TOTAL</b>	<b>1085</b>	<b>246</b>	<b>839</b>

**Proforma for Technical Bid**

GOVERNMENT OF INDIA  
MINISTRY OF INFORMATION AND BROADCASTING  
SHASTRI BHAWAN, NEW DELHI-110 115

1. Name of Bidder : \_\_\_\_\_  
(Lead partner in case of consortium)

\_\_\_\_\_

2. Complete postal address  
with Telephone/FAX Nos./E-Mail

(i) Corporate Office \_\_\_\_\_

\_\_\_\_\_

(ii) Registered Office in India \_\_\_\_\_

\_\_\_\_\_

3. Address for correspondence with \_\_\_\_\_

Telephone/FAX Nos./E-Mail \_\_\_\_\_

\_\_\_\_\_

4. Name of Authorised contact \_\_\_\_\_  
person, his designation, address \_\_\_\_\_  
and Telephone/FAX Nos./Email \_\_\_\_\_

5. Certified copy of Certificate of Registration along with  
Articles of Association and Memorandum of Understanding.

**(Lead partner in case of consortium)**

(Company Secretary to certify the copy)

6. Details of substantial equity holders (duly authenticated under the law):

**(Lead partner and all its members in case of consortium)**

S.No.	Name of Shareholder	Indian/Foreign	Equity % age	Net worth
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

7. Paid up capital (duly authenticated under the law):

**(Lead partner in case of consortium)**

8. Certified copy of Agreement between the

Indian company and foreign partner(s), if any

**(In case of consortium, copy(s) of the MOU(s) entered between the lead partner and all its members shall be enclosed).**

9. Power of Attorney by Resolution of Board of Directors that the person signing the application is authorized signatory.

10. The bidder, shall not have any equity directly or indirectly in any FM radio broadcasting company in India. Similarly, any FM radio broadcasting company, shall not have any equity directly or indirectly in the bidder.. **(In case of consortium, the certificate shall be given by the lead member and each of its partners). (Such certificate to be given by the Company Secretary).**

11. **Self certification along with details of e-auctions conducted in the last three(3) years (In case of consortium, these details shall be submitted in respect of the lead member and all its partners).**

12. **Self certification along with details of conducting simultaneous ascending e-auctions of broadcasting licences conducted in the last three(3) years (In case of consortium, these details shall be submitted in respect of the lead member and all its partners).**

13. Please indicate details and strength of bidder Co. in respect of following:

- A. Total value of e-auctions conducted in the last three (3) years**
- B. Total number of e-auctions conducted in the last three (3) years**
- C. Total value of broadcast related e- auctions in the last three (3) years**
- D. E-security aspects in design and conduct of the auction**
- E. Ownership of domain and e-auction related software  
(also indicate the year of ownership)**
- F. Design of auction process and development of bid documents**

The above details shall be given year wise alongwith the name of clients in the form of self certification alongwith the details as applicable. (In case of consortium, these details shall be submitted in respect of the lead member and all its partners shall be enclosed).

14.

**Certificates/Undertaking:**

- A. I hereby certify that I have carefully read the terms and conditions of the Request for Proposal document for selection of agency for conducting e-auction of FM channels under FM Radio Phase-III. I undertake to fully comply with the terms and conditions therein.
- B. I understand that this application if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the application fee shall be summarily rejected.
- C. I understand that application fee is non-refundable irrespective of any reasons whatsoever.
- D. I undertake to sign the contract, within the prescribed time notified to me failing which my application shall be taken as rejected and the EMD shall be forfeited.
- E. I understand that all matters relating to the proposal and or contract, if awarded to me, will be subject to jurisdiction of courts/Tribunal(s) in Delhi/New Delhi only.
- F. I understand that if at any time, any averments made or information furnished in my proposal is found incorrect, then my application and the contract, if awarded, on the basis of such application, shall be cancelled.
- G. Undertaking that the bidder does not have any equity directly or indirectly in any FM radio broadcasting company in India and vice versa.

Date:

Signature and name of the

Place:

Authorised Signatory

(Company's Seal)

Note : All the pages of the bid documents along with the supporting documents will be signed by the person authorized as per para-9 of the technical bid.

**Proforma for Financial Bid**

**Name and Address of the Bidder:**

1. Name:
2. Address:
3. Telephone No.
4. FAX No.
5. E-Mail Address:
6. Lump Sum Fee (in Indian Rupees):

Note – The Bidder shall quote a single lump sum fee for successfully conducting the entire auction processes for about 839 channels in 294 cities.

The quoted Lump sum fee shall be inclusive of all statutory levies and taxes as applicable on the date of submission of the bid. It may also be noted that no variation in fee shall be permitted during the currency of the contract.

The Bidder shall be required to pay all statutory levies and taxes to Government of India, as applicable from time to time.

Signature of the authorized signatory of the bidder company

For and on behalf of (Name of the Company)

*N.B.-Board resolution in respect of authorized signatory must be enclosed*

**Complete Eligibility Criteria**

GOVERNMENT OF INDIA  
MINISTRY OF INFORMATION AND BROADCASTING  
SHASTRI BHAWAN, NEW DELHI-110 115

1. Name of Bidder : \_\_\_\_\_  
(Lead partner in case of consortium)  
\_\_\_\_\_
2. Complete postal address  
with Telephone/FAX Nos./E-Mail
- (i) Corporate Office \_\_\_\_\_  
\_\_\_\_\_
- (ii) Registered Office in India \_\_\_\_\_  
\_\_\_\_\_
3. Address for correspondence with \_\_\_\_\_  
Telephone/FAX Nos./E-Mail \_\_\_\_\_  
\_\_\_\_\_

4. Name of Authorised contact \_\_\_\_\_  
person, his designation, address \_\_\_\_\_  
and Telephone/FAX Nos./Email \_\_\_\_\_

5. Certified copy of Certificate of Registration along with  
Articles of Association and Memorandum of Understanding.

**(Lead partner in case of consortium)**

(Company Secretary to certify the copy)

1. The bidder is defined as a company registered under the Companies Act, 1956 in India or a foreign company incorporated in a country outside India or a joint venture of such companies or a consortium of such companies having a registered office in India.

Documents to be submitted

a.Certified copy of certificate of registration along with Articles of Association and Memorandum Of Understanding (lead partner in case of consortium). Company Secretary to certify the copy.

b.MoUs formalizing the contract among group companies in the consortium. (in case of consortium)

2. The bidder shall have a minimum paid up capital of Rs.1 crore or equivalent † on the date of the application.

Documents to be submitted

Certified Copy of Audited Balance Sheet for the Financial Year ending 2012-13.

3. Bidder shall declare its Indian and foreign equity holding(both direct and indirect)

Documents to be submitted

Shareholding Pattern certified by Company Secretary in following formats:

Table –A (Shareholding pattern of Applicant Company)

M/s \_\_\_\_\_ as on \_\_\_\_\_

Face Value of the Share in Rs. \_\_\_\_\_

S. No.	Category of Shareholders	Share Holding			
		Direct Investment		Portfolio Investment	
		No. of Shares	%age of total paid up shares	No. of Shares	%age of total paid up shares
1.	Indian Individual				
2.	Indian Company				
3.	Foreign Individual				
4.	Foreign Company				
5.	NRI				
6.	OCB				
7.	FII				

8.	PIO				
9.	Any other				

Table –B (Shareholding pattern of Company as in Sl. No.2 in Table-A)

M/s \_\_\_\_\_ as on \_\_\_\_\_

Face Value of the Share in Rs. \_\_\_\_\_

S. No.	Category of Shareholders	Share Holding			
		Direct Investment		Portfolio Investment	
		No. of Shares	%age of total paid up shares	No. of Shares	%age of total paid up shares
1.	Indian Individual				
2.	Indian Company				
3.	Foreign Individual				
4.	Foreign Company				
5.	NRI				
6.	OCB				
7.	FII				
8.	PIO				
9.	Any other				

3. The bidder and its substantial equity holders in the bidder company or the lead partner in case of consortium shall have a combined net worth of at least 5 crores or equivalent †. The substantial equity holders shall be those who have at least 10% or more equity stake in the total equity of the bidder company. This information should be duly authenticated under the law.

† RBI rates as on the last date of submission of the bid.

Documents to be submitted

Details of substantial equity holders (duly authenticated under the Law) (lead partner and all its members in case of consortium)

S.No.	Name of shareholder	Indian/Foreign	Equity % age	Net worth

4. The bidder shall pay a non-refundable application fee of Rs.50,000/- 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. An EMD of Rs.10 lakh in the form of Bank Guarantee issued by a scheduled bank in India must be submitted along with the proposal.

5. The bidder shall not have any equity directly or indirectly in any FM Radio broadcasting company in India. Similarly, any FM Radio broadcasting\* company in India shall not have any equity directly or indirectly in the bidder. The bidder shall not have any commercial dealings with the prospective FM operators. The bidder shall also disclose any past business deals in the proposal drawing attention to the same. The decision of the MIB is final in respect of interpretation as to what constitutes the "conflicting commercial dealings".

Documents to be submitted

A certificate from Company Secretary in this regard.

\*Note: For this purpose, an FM radio broadcasting company is a company pursuing FM broadcasting activity, directly or indirectly, in any form under a license granted by MIB.

6. Additional documents:

Power of Attorney by Resolution of Board of Directors that the person signing the application is authorized signatory.

\*\*\*\*\*

**PROFORMA FOR EMD BANK GUARANTEE**

To

The President of India,

New Delhi.

1. Whereas

\_\_\_\_\_ (hereinafter called "the proposer") desires to submit the proposal for Selection as agency to conduct e-auction of FM channels under FM radio Phase-III in compliance to Ministry of Information & Broadcasting RFP Document N-38014/5/2013-FM

Know all men by these presents that we \_\_\_\_\_ Bank Branch \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the President of India (hereinafter referred to as "the Authority"), the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment will and truly be made to the said Authority, the Bank binds itself, its successors and assignees by these presents.

2. The conditions of this obligations are:

- (i) If the proposer withdraws its proposal during the period of its validity specified by the Authority; or
- (ii) If the proposer having been notified of the acceptance of its proposal by the Authority, during the period of the proposals validity;
  - (a) fails or refuses to execute the contract form; if required; or
  - (b) fails or refuses to furnish the performance security; in accordance with the instructions to proposer;

We undertake to pay to the Authority, the above amount upon demand, without any demur and without the Authority having to substantiate its demand.

3. This guarantee will remain in force upto six months after the completion of finalization of entity "e-auctioneer" or signing of the agreement for conduct of e-auction of FM channels under FM Radio Phase-III, which is \_\_\_\_\_ months from the date of issue, and further extendible by another six months on request and any demand in respect thereof should reach the Bank not later than the date upto which this Bank Guarantee is valid.

4. Notwithstanding anything contained above, our liability, under **the Guarantee shall be** restricted to Rs.\_\_\_\_\_ and our Guarantee shall remain in force until\_\_\_\_\_ 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)**

**Signature of the Bank**

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

**PAYMENT FORMULA**

The payment to be made after completion of auction in each batch shall be derived on the basis of following formula:

1. Calculation of Operating Fee:

$$OF = N \times P \times 0.3w$$

Where,

OF is the Operating Fee for conducting the Auction

N = Number of channels auctioned in a batch in a particular category of cities.

P = Lump sum fee quoted / 839 channels

w = weightage assigned in para number 1.12 of RFP for that particular category of cities.

(The operating fee will be calculated separately for the total number of channels auctioned in each category of cities.)

2. Calculation of Success Fee:

$$SF = N_s \times P \times (1 - 0.3w)$$

Where,

SF is the Success Fee for conducting the Auction

N<sub>s</sub> = Number of channels successfully auctioned in a batch in a particular category of cities.

P = Lump sum fee quoted / 839 channels

w = weightage assigned in para number 1.12 of RFP for that particular category of cities.

(The success fee will be calculated separately for the total number of channels successfully auctioned in each category of cities.)

**NOTE:**

1. A channel will be considered to be successfully auctioned on the day of realization of revenues expected as per the bidding process.
2. No success fee shall be paid for a unsuccessful auctions.

**Illustration :**

For auction conducted for 3 channels in a D category city, following four cases may arise

**Case I :** All 3 channels are successfully auctioned

Payment due :

Operational cost =  $3 \times P \times 0.3 \times 0.6$

Success cost =  $3 \times P \times (1 - 0.3 \times 0.6)$

**Case II :** All 3 channels are un-successfully auctioned

Payment due :

Operational cost =  $3 \times P \times 0.3 \times 0.6$

Success cost = 0

**Case III :** 2 channels are successfully auctioned, but one channel is not successfully auctioned

Payment due for 2 successful channels :

Operational cost =  $2 \times P \times 0.3 \times 0.6$

Success cost =  $2 \times P \times (1 - 0.3 \times 0.6)$

Payment due for 1 un-successful auction :

Operational cost =  $1 \times P \times 0.3 \times 0.6$

Success cost = 0

**Case IV :** 1 channel is successfully auctioned, but two channels are not successfully auctioned

Payment due for 1 successful channel :

Operational cost =  $1 \times P \times 0.3 \times 0.6$

Success cost =  $1 \times P \times (1 - 0.3 \times 0.6)$

Payment due for 2 un-successful auction :

Operational cost =  $2 \times P \times 0.3 \times 0.6$

Success cost = 0

**TABLE OF VARIATION IN RATIO OF OPERATING FEE TO SUCCESS FEE**

<b>CATEGORY OF CITY</b>	<b>RATIO</b>
<b>A+</b>	<b>30:70</b>
<b>A</b>	<b>27:73</b>
<b>B</b>	<b>24:76</b>
<b>C</b>	<b>21:79</b>
<b>D and cities with population upto 1 lakh</b>	<b>18:82</b>

The variation in the ratio of operating fee to success fee from A+ category city to D category city is a result of multiplication of the ratio 30:70 with the applicable weightage factor for the category of a city.

**Calendar of Events**

<b>S.NO.</b>	<b>Activity</b>	<b>Date</b>
1.	Pre-bid conference	3 weeks after the publication of RFP
2.	Submission of bid containing the covering letter, technical and financial bids	8 weeks from date of issue of RFP
3.	Opening of covering letter and selection of bidders who meets eligibility criteria	On Last Date of Submission of RFP
4.	Declaration of eligible bidders	Next Day
5.	Presentation by the eligible bidders and opening of technical bids	Three Days from the Date of Opening of Covering Letter(Three Working Days will be assigned)
6.	Finalization and declaration of technically qualified bidders	Immediately after Completion of S.No. 4
7.	Opening of financial bids of technically qualified bidders	Next Working Day
8.	Finalization of bids/selection of agency to conduct e-auction for award of licenses to FM channels in Phase-III	Three Days after S.No. 6

**Criteria for marks in respect of Technical bids for selection of e-auction**

**A. Total value of e-auction conducted in the last three (3) years**

S.No.	Criteria	Marks
i.	Conducted e-auction for Rs.13500 crore or more during the last three calendar years	20
ii.	Conducted e-auction between Rs.13500 crore and Rs.9000 crore during the last three calendar years	15
iii.	Conducted e-auction between for Rs.9000 crore and Rs.4500 crore during the last three calendar years	10

**B. Total number of e-auctions conducted in the last three (3) years**

S.No.	Criteria	Marks
i.	For conducting more than 30 number of e-auctions during the last three calendar years	10
ii.	For conducting more than 20 number of e-auctions but less than 30 during the last three calendar years	7
iii.	For conducting less than 20 e-auction during the last three calendar years	5

**C. Total value of broadcast related auctions in the last three (3) years**

S.No.	Criteria	Marks
i.	Conducted for more than Rs.100 crore of broadcast related e-auction during the last three calendar years	10
ii.	Conducted between Rs.100 crore and Rs.75 crore of broadcast related to e-auction during the last three calendar years	7
iii.	Conducted between Rs.75 crore and Rs.50 crore of broadcast related to e-auction during the last three calendar years	5

**D. E-security aspects in design and conduct of the auction**

**Bidder will have to furnish the following:-**

S.No.	Criteria	Marks
i.	Undertaking to comply with STQC guidelines issued on 31.08.2011	20
ii.	Information security policy documents of the organization	
iii.	ISO 27001 certification	
iv.	Statement regarding availability of skilled and trained professionals with appropriate qualifications and certification in the organization	
v.	Organization's plan for availability of business continuity and disaster recovery plan	

**TEC shall in advance assign marks out of 20 for each of the 5 points listed above and do the marking as per the presentation made on the adequacy of the documents furnished. All the 5 criteria from s.no. i to v will have to be mandatorily be provided by the bidder and non availability of anyone of them from the technical bid documents would render the bidder ineligible for consideration. The bidder shall not be given any opportunity to furnish any other document after he has officially submitted his technical bid.**

**E. Ownership of domain and e-auction related software**

S.No.	Criteria	Marks
i.	Developed and owned by company itself	20
ii.	Not developed and owned by the company	0

**F. Design of auction process and development of bid documents\***

S.No.	Criteria	Marks
i.	<ul style="list-style-type: none"><li>• Only registered users are allowed access</li><li>• Information about forthcoming events by email</li><li>• Bidders identity remains undisclosed</li><li>• Auto Bid facility to bidders</li><li>• Auto Extension of auction</li><li>• Successful bidders intimated by email</li><li>• Digitally signed bids (non-repudiation by bidders)</li><li>• Bidding with or without pre-bid EMD</li></ul>	20

	<ul style="list-style-type: none"> <li>• Decision making process in-built in the system</li> <li>• Defaulting bidders can be barred from participating</li> <li>• Various types of bidding options-price, price-quantity</li> <li>• PIP address tracking facility</li> <li>• Audit trail captured on temper-proof medium</li> </ul>	
ii.	Without any of the above aspects.	0

\*This is only an illustrative criteria, not exhaustive. The bidders can design the auction process with more features. The Bidders / Auctioneer will be asked to make a detailed Presentation-cum-Demonstration of their Design of Auction Process and the proposed bid documents before the **MIB**, which will evaluate the design of the auction process and the bid document.

Each item under Parameter F and S.No. i) is of an essential nature and the auctioneer's design will be required to meet each of these items. Failure to meet any of these aspects will result in "0" marks under Parameter F.

**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 select M/s \_\_\_\_\_ of (Registered address) \_\_\_\_\_ (hereinafter called 'the AUCTIONEER') to conduct e-auction of **FM channels under FM radio Phase-III** (hereinafter called 'the E-AUCTION) 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 successful e-auctions **of 839 channel in 294 cities** in the country as **annexed** alongwith. We \_\_\_\_\_ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of the AUCTIONEER hereby irrevocably and unconditionally guarantee to the Authority that the AUCTIONEER shall render all necessary and efficient services which may be required to be rendered by the AUCTIONEER 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 AUCTIONEER 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.

2. We, the Bank, hereby undertake to pay the Authority an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said AUCTIONEER for successful e-auction as per the above said contract including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

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 an faithful performance by the AUCTIONEER of all his/their obligations for successful e-auction 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 AUCTIONEER of any of the terms or conditions contained in the said Contract or by reason of the AUCTIONEER's failure to perform any of it's 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 AUCTIONEER has failed to or neglected to perform or discharge his duties and obligations for successful e-auctions as per the above said Contract as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not e-auction as per 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 36 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 e-auctions as per the above said Contract have been fully and properly carried out by the said AUCTIONEER 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 AUCTIONEER 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 AUCTIONEER 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 AUCTIONEER or forbearance act or omission on the part of the Authority of any indulgence by the Authority to the said AUCTIONEER 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 AUCTIONEER 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 AUCTIONEER.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.....

.....

.....

**PRE-CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2014, between, on one hand, the President of India acting through Shri \_\_\_\_\_, Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure services and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

#### Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised entity of the software.

3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the services agreed upon for such payments.

3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.10 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 officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India of any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 The BIDDER shall deposit an amount \_\_\_\_\_ ( as specified in RFP) as Earnest Money/Security Deposit, with the BUYER through a confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand to payment by the BUYER shall be treated as conclusive proof of payment.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Guarantee in the Contract for Conducting the E-Auction that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

#### **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash Performance Guarantee / warranty bond, furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this PACT by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of

the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

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

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The

Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegations of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the BOOKs of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

**Agreement for conducting e-Auction of FM Channels under FM Radio Phase-III.**

**This Agreement is made and executed at New Delhi on this .....day of ..... 2014 between M/s ..... , a company registered under the Companies Act, 1956 having its registered office at .....(herein after called 'Auctioneer' (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.657, Shastri Bhawan, 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 N-38014/5/2013-FM, MIB has selected **M/s. ....** as the auctioneer for conducting e-auction of 839 FM Channel in 294 cities as per **Annexure-I** to the RFP document.

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

**2. Scope for Work of the Auctioneer:**

2.1 To conduct auction of 839 FM Channels in 294 cities as determined by Ministry of Information and Broadcasting (MIB), Government of India, as per policy guidelines issued by the Ministry of

Information and Broadcasting on 25.07.2011 for FM Radio Phase-III, and as may be amended from time to time.

2.2 The functions of the Auctioneer shall be:

- (a) To design, structure and implement the overall process of e-auction on a simultaneous, controlled, ascending basis, including the e-aspects with the approval of Government of India (GOI), so that the following objectives are met:
  - (i) ensuring a transparent and fair auction and selection process
  - (ii) optimising revenue received
  - (iii) promoting equitable growth of FM radio.
- (b) To advise on setting the rules for the bidding process.
- (c) To prepare bid documents for e-auction.
- (d) To develop an optimum auction plan, taking into account the availability of FM Channels and the competition characteristics.
- (e) To create appropriate market interest and excitement in India.
- (f) To advise and incorporate on the safeguards in the e-auction system to ensure the security of the entire process.
- (g) To conduct the e-auction of 839 FM Channel in 294 cities as per decision of the Government of India.
- (h) To document the entire process of e-auction of FM Channel.
- (i) To provide all other incidental services till the completion of the process and selection of the successful bidder(s). However, it is clarified that the duties of the Auctioneer will not include advice on legal, tax or accounting matters.

The functions from (a) to (i) may involve continuous interactions with the MIB.

2.3 The Auctioneer will provide access to the auction site to few of the terminals in MIB and other location as desired by MIB during the auction period for supervising the process of auction. Similarly, the Auctioneer will provide daily report of the proceedings along with important events of the day during the entire auction period to the designated official of MIB.

2.4 In case MIB identifies more number of FM Radio channels at any stage before, during or after the e-auction process, the Government may ask the Auctioneer to again conduct the e-auction for such FM channels within the currency of the contract, and it is obligatory on part of the Auctioneer to conduct auction of such channels also. This will be construed as new auction and the Auctioneer shall be paid as per method defined in para 1.12 of RFP.

2.5 The Auctioneer will provide to MIB a complete audit trail on the completion of the auction both in soft and hard copies for the record purpose.

### **3 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT**

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

**3.2 Termination of Agreement contract for Failure to become effective:** If the Auctioneer 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 Auctioneer and shall also forfeit Earnest Money Deposit.

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

**3.4 Completion of Agreement:** The simultaneous, controlled, ascending e-auction of the first batch of FM channels (out of 839 FM Channel in 294 cities) is targeted to be completed by \_\_\_\_\_. Thereafter, auctions would be conducted from time to time within a period of one(1) year as per need, which may further be extended by six months as per the decision of Ministry of Information and Broadcasting.

**3.5 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.

**3.6 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.

### **4. Regulatory and Commercial Conditions/Requirements**

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

**4.2** The Auctioneer and all its substantial equity holders, consortium and all its members would be jointly and severally responsible for conducting e-auction of FM Channels in India under FM Radio Phase-III.

4.3 The services provided by the Auctioneer 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.

4.4 The Auctioneer shall be responsible for successful completion of the work. All routine correspondence shall be made with representative of the Auctioneer, Name....., Address.....

## 5. **Payment to be made to the Auctioneer**

5.1 The fee payable shall be a total of rupees\_\_\_\_\_ for all 839 FM Channel in 294 cities combined pro-rated for the number of Channels where the auction is conducted, subject to the clause 1.11 and 1.12 of RFP read in conjunction with the amendments issued from time to time.

5.2 The payment to the auctioneer shall be made within 60 days of completion of auctions. The payment to the successful bidder will be made in Indian Rupees (INR) only.

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

## 6. **Fees**

6.1 Payment shall be made for the actual auction conducted, and the bidder shall be paid a fee determined as per para 1.12 of the RFP. No payment shall be made for any other charge or expenditure.

6.2 The fee shall be inclusive of all statutory levies and taxes as applicable on the date of submission of bid. No variation in fee shall be permitted during the currency of the Contract.

6.3 In case **MIB** identifies more number of FM Radio channels at any stage before, during or after the e-auction process, the Government may ask the Auctioneer to again conduct the e-auction for such FM channels within the currency of the contract. This will be construed as new auction and the Auctioneer shall be **paid** as per method defined in para 1.12

6.4. Drop dead fee: A lumpsum drop dead fee of Rs.10 lakh will be paid to the successful bidder (Auctioneer) in case the Government abandons entire e-auction at any stage after award of the contract to the auctioneer in all cities. The word abandon means calling off of the auction process, for no fault of the auctioneer, after the agreement with the auctioneer is signed and before actual

conduct of the auction. Once the e-auction starts, the lumpsum fee quoted by the auctioneer would be paid as per the terms of the agreement with the e-auctioneer, if the e-auction is called off for no fault of the e-auctioneer.

## **7. MIB's Rights in respect of Auction**

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 e-auction. The decision of the MIB shall be final and binding in this regard.

7.3 MIB reserves the right to suspend the e-auction, 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 Auctioneer will work under the directions and guidance of MIB.

7.6 The Auctioneer shall make every effort to keep MIB adequately informed as to the progress of the work through out 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 and as defined in the Guidelines dated 25.07.2011 for Auction of 839 FM Channels in 294 cities 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 Auctioneer under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Agreement.

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

(a) If the deliverables are not completed as mentioned in para 3.4. above, the Auctioneer 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 Auctioneer 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 50 lakhs.

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 Auctioneer shall ensure that the provisions of Integrity Pact are adhered to in letter and spirit. In case of violation of the provisions of the Integrity Pact, in accordance of para 6.1 (x) of Integrity Pact, the Ministry of I &B may decide to forfeit the Performance Guarantee without assigning any reason for imposing sanction for violation of Integrity Pact.

10.5. 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.

10.6. 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 Auctioneer 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 Auctioneer shall ensure that adequate safeguards are built into the e-auction system.

## **12 Sub-Contracts**

12.1 The auctioneer shall not sub-contract any or part of the activities elaborated in Para 2.2 above of this agreement to any other agency.

## **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 auctioneer terminate this contract in whole or in part.

- (a) if the auctioneer 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 auctioneer fails to perform any other obligations under the contract, and
- (c) if the auctioneer, 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 of Rs. 50 lakh submitted by the auctioneer.

**15. Termination for insolvency**

15.1 The MIB may at any time terminate the contract by giving written notice to the auctioneer, without compensation to the auctioneer, if the auctioneer 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.

**ANNEXURE-IX**

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION  
THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para1.20?

If yes, please furnish details of any such activities.

If no, please certify.

We hereby declare that our firm, our associate /group firm or any of the member of the consortium are not engaged in any such activities which can be termed as the 'conflicting activities' under this RFP. We also acknowledge that in case of misrepresentation of the information, our proposal/contract shall be cancelled/terminated by the employer which shall be binding on us.

Authorized signature (in full and initials):

Name & Title of the signatory:

Name of the firm:

Address: