

File No. N-38014/2/2024-FM
NOTICE INVITING PROPOSALS
GOVERNMENT OF INDIA
MINISTRY OF INFORMATION & BROADCASTING

Invitation for selection of agency for conducting e-auction of Private FM channels in FM Radio (Phase-III)

On behalf of the President of India, the Ministry of Information & Broadcasting (MIB) invites Proposals from companies registered in India under the Companies Act, 1956/2013 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 for conducting e-auction of FM radio channels in various cities in India as determined by Ministry of Information and Broadcasting (MIB), and as per detailed policy guidelines issued by the MIB on 25.07.2011 for Pvt FM radio Phase III, as amended from time to time.

2. WEBSITE

The Government of India, Ministry of Information & Broadcasting, has placed the detailed RFP enumerating the scope of work, eligibility criteria and other terms and conditions etc. on its website (www.mib.nic.in) and on CPPP (<https://eprocure.gov.in/eprocure/app>). MIB will use these websites as principal means of providing general clarifications, if any, or intimation about changes, if any, in the RFP etc.

All prospective applicants are, therefore, advised to visit the website as frequently as possible to remain fully apprised of latest developments.

3. DEADLINE & SUBMISSION OF RFP

The Bidders who wish to participate in this bidding process must register on e-tender portal (<https://eprocure.gov.in/eprocure/app>). The bids are to be submitted in online mode as per details/requirements in para 1.7 of RFP. The last date of submission of bids is 17.09.2024. Bidders have to physically submit Bank Guarantee towards Earnest Money Deposit in terms of clause 1.4.2 of RFP, to Section Officer (FM Cell), Room No 415-A, B Wing, Shastri Bhawan, New Delhi.

The Government of India shall not be responsible for any delay in the submission of bids. The bids received after due time and date shall be summarily rejected. Ministry of Information & Broadcasting, Government of India may, at its discretion, extend this deadline for the submission of bids.

4. APPLICATION FEE

Bidder shall pay non-refundable application fee of ₹ 50,000/- through electronic mode in Bharatkosh Portal as detailed in para 1.3.3 of RFP.

Interested bidders are advised to study the RFP document and its annexures carefully before submitting their documents in this regard.

Note: MIB reserves the right to reject any or all offers at any stage without assigning any reason.

Any clarification regarding this RFP, can be had from the undersigned on any working day.

(Yogendra Trihan)
Additional Director
y.trihan@nic.in

New Delhi
Dated: 20.08.2024

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

N-38014/2/2024-FM

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

(No. of pages :66)

N-38014/2/2024-FM
Government of India
Ministry of Information and Broadcasting
Shastri Bhawan, Dr. Rajendra Prasad Road,
New Delhi-110 115

Date: 20th August, 2024

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

1. Introduction

1.1 As per FM Radio Phase III Policy Guidelines notified on 25.07.2011, the permission for channels of Pvt FM Radio channels is granted on the basis of e-auction process on the lines followed by Department of Telecommunications.

Bidders are invited to submit applications for selection as Agency to Conduct e-auction of *FM Radio licences (Phase-III)* in two parts viz. **Technical (Annexure II)** and **Financial (Annexure III)** as per enclosed proforma as determined by Ministry of Information and Broadcasting (MIB), as per policy guidelines issued on 25.07.2011, and as may be amended from time to time. ***This RFP document is available on the website <https://eprocure.gov.in/eprocure/app> and on MIB website <http://www.mib.gov.in> for Bidders to view, download, and to submit e-Bids (both technical and financial) online by 14:30 hrs on 17.09.2024***

1.2 Policy Guidelines for Auction

Detailed policy guidelines dated 25.7.2011 along with amendments dated 21.01.2015, 21.07.2016 and 04.10.2022 regarding expansion of FM Radio Broadcasting Services through private agencies are available at www.mib.gov.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 / 2013 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. Certified copy of the MOU by all concerned shall be furnished along with 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 the prescribed application form.

1.3.3 The bidder shall pay a non-refundable application fee of ₹ 50,000/- through electronic mode (Credit card / Debit card / Net Banking / RTGS / NEFT / IMPS) in the Bharatkosh in favour of Pay and Accounts Office (Main Secretariat, MS), Ministry of Information and Broadcasting , Shastri Bhawan, New Delhi-1100 001 as per details given below: Proposals not accompanied by application fee scanned copy shall be considered as non-responsive and summarily rejected.

Website link	Head of account	Purpose / Description
Bharatkosh.gov.in	0221.01.102.01.04.00	Application Fee for the private FM radio matters

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 or the lead partner in case of a consortium shall have a minimum paid up capital of ₹.2.5 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 ₹ 10 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. The net worth shall be as defined in the Companies Act.

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-VA**).

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.

1.3.10 As on date of submission of the proposal, the bidder / any member of the Consortium should not be black listed or debarred by Central / State Government / PSU in India or by any Foreign Government.

1.3.11 The bidder / lead partner should be CMMi level 3(or above) certified.

1.3.12 A partner, in one consortium, is prohibited from being a partner in another consortium. If a partner of one consortium is found as a partner in any other consortium, bidding in response to this RFP, all such consortium having partner(s) in common shall be disqualified.

1.4 Earnest Money Deposit (EMD)

1.4.1 An EMD of ₹ 10,00,000/- (Rupees Ten lakh only) in the form of Bank Guarantee (BG) 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 from the last date of application.

Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from submission of EMD. A certificate to this effect shall be given by the bidder.

1.4.2 Proposals not accompanied by scanned copy of EMD BG shall be considered as non-responsive and summarily rejected. In case the bidder fails to physically submit the BG by 14:30 hrs of 17.09.2024, the bid shall be rejected.

1.4.3 The EMD of the unsuccessful bidders would be returned to them without interest, 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 FM radio channels in various cities in India as determined by Ministry of Information and Broadcasting (MIB), and as per detailed policy guidelines issued by the MIB on 25.07.2011 for FM radio Phase III, as amended from time to time. The selected agency will also conduct auction other than those specified above, as may be decided by MIB.

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 of FM radio channels as per decisions of GOI.
- (h) to document the entire process of e-auction of FM radio channels
- (i) To conduct 1-2 days of training / orientation session once a year for officials of MIB.
- (j) to provide all the incidental services till the completion of the process and selection of the successful bidder(s). Incidental services would mean services incidental to the conduct of successful e-auction.
- (k) To develop and test the Electronic Auction System (EAS) as per MIB requirements, and offer the same to STQC for certification, within 30 days of communication of requirements by MIB. Further, the selected agency would have to comply with all observations of STQC within 20 days of communication of the issues / audit observations of STQC.

The functions from (a) to (k) 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 simultaneous, ascending e-auction of FM channels (to be decided by MIB) shall be conducted by the selected auctioneer, after signing the contract, as per the time frame decided by

MIB, from time to time, as per need of MIB and depending upon availability of FM radio channel. The tenure of the contract would be 3+1 years for the Auctioneer (with normal tenure of 3 years and a provision of extension for 1 year by mutual consent, if required).

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

The following section provides few information on e-bid submission in the portal. However, bidders are advised to follow strictly the prevalent procedure in the portal. For any clarification, may kindly advised to take help from telephonic help desk well within due date/time.

1.7.1 Bidders who wish to participate in this bidding process must register on e-tender portal <https://eprocure.gov.in/eprocure/app> . Bidder (authorized signatory) shall submit their proposal / bid online in electronic formats both for Eligibility, Technical and Financial proposals. However, for application fees and Earnest Money Deposit (EMD) see para 1.3.3 and 1.4 of the RFP, and scanned copies of same should also be uploaded along with the technical bid. MIB will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. A detailed process is indicated below, subject to amendments, if any.

1.7.2 In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

1.7.3 For successful registration of DSC on e-tender website: <<https://eprocure.gov.in/eprocure/app>>. the Bidder must ensure that he/she should possess ICass-3 DSC issued by any certifying authority approved by controller of certifying authorities, Government of India, as the e-tender website: <https://eprocure.gov.in/eprocure/app> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise given above even before the e-Bid submission date starts. Government shall not be held responsible if the Bidder tries to submit his/her eBid at the moment before end date of submission but could not submit due to DSC registration problem.

1.7.4 The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay online" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF as per formats given in the RFP document.

1.7.5 After payment option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the RFP document fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the Bid details.

1.7.6 Next the Bidder should upload the technical e-Bid documents for fee details (eBid fee and EMD), qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.

1.7.7 The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

1.7.8 After successful submission of e-Bid document, a page giving the summary of eBid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

1.7.9 The server time indicated in the bid management window on the e-tender website: <https://eprocure.gov.in/eprocure/app> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.

1.7.10 Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

1.7.11 At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login ID and password, then subsequently by using his/her digital signature certificate on the e-tender website: <https://eprocure.gov.in/eprocure/app> . The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.

1.7.12 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.

1.7.13 The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-tender website: <https://eprocure.gov.in/eprocure/app> .

The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

1.7.14 The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

1.7.15 No e-Bid can be resubmitted subsequently after the deadline of submission of e-Bids.

1.7.16 The e-bid shall be evaluated in 3 stages viz. Pre-Qualification/ Eligibility, Technical and Financial:

(a) Stage I Pre-Qualification – The purpose of this step is to examine whether the e-bids received are complete as required by the bidding documents before further detailed evaluation. This would check, inter-alia, whether the eligibility criteria listed at para 1.3 are met, whether application fee as per para 1.3.3, and Earnest Money Deposit (EMD) as specified in para 1.4.1, have been submitted. Bids without application fee or EMD will be considered non-responsive and summarily rejected. The subsequent two stages of evaluation would be carried out only if the bidder qualifies the pre-qualification requirements.

(b) Stage II Technical Evaluation – Bidder to upload scanned copies in PDF format of Technical bid as per **Annexure II** of this RFP, and other documents/ supporting documents as detailed in section 1.9 of the RFP.

(c) Stage III Financial Evaluation – Bidder to upload scanned copies in PDF format of Financial bid as per **Annexure III** of this RFP.

(NOTE :- A list of Annexures to RFP is given at **Annexure I**)

1.7.17

(a) Bidders have to make single quote only, which will be applicable/ payable per FM radio channel successfully auctioned. Taxes / GST as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid. Quote should be made in INR only. Financial quote made in any other currency will be summarily rejected.

(b) The amount payable to the Auctioneer on completion of a particular auction would be governed by terms specified under para 1.12 of the RFP.

(c) A channel will be considered to be successfully auctioned on the day of realization of revenues expected as per the bidding process.

(d) Government can add more citie(s)/channel(s) from time to time, however the payment for such citie(s)/channel(s) would be done at the same rate, as quoted above and on similar conditions, as mentioned above.

1.7.18 Issue of Corrigendum: At any time prior to the last date of bids, for any reason, Ministry may modify the RFP document and it shall be deemed to be incorporated in this RFP.

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 **Additional 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 26.09.2024 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 not be opened. 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.gov.in

1.9 Selection Criteria

1.9.1 All bidders shall submit documentary proof in support of meeting eligibility criteria as laid down in para 1.3. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirements of EMD/ Bid Processing Fee/ eligibility. Only eligible/ responsive proposals shall be further evaluated. The technical bids of all eligible bidders shall be opened as per Calendar of Events (**Annexure- V**) before the bidders and/or their authorized representative(s). Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. 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, pursuant to the technical evaluation criteria.

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

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

	Parameter	Weightage
A	Total value of e-auction conducted in the last seven (7) years	15 %
B	Total number of e-auctions conducted in the last seven (7) years	15 %
C	Total value of spectrum related e-auctions in the last seven (7)years	20%
D	E-security aspects in design and conduct of the auction	20%
E	Ownership of domain and e-auction related software	10%
F	Design of auction process and development of bid documents	20%

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

Points to be noted for Technical Bid Evaluation Criteria:

1. In respect of parameters A, B and C, the bidder will have to submit the details of each e-auction in the format prescribed in **Annexure XI and XII**.
2. In respect of parameters D, E and F, the bidder will have to bring out these aspects in the presentation before the Evaluation Committee. All points under parameters D, E & F will have to mandatorily be provided by the bidder and non-availability of any of them would render the bidder ineligible for consideration.
3. In any single e-Auction event, even if multiple items are simultaneously or sequentially put for sale/right to use, it will be considered as a single auction.
4. The e-auctions for which total value is considered in parameter "C", will also be subsumed/considered for the value of e-auctions in parameter "A".
5. The e-auctions for which total value is considered in parameter "C", will also be subsumed/considered for the number of e-auctions in parameter "B".
6. Last 7 years would be 84 months counted back from the date of issue of RFP.
7. Value of auction means the total value realized in that auction.

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 only their Financial Bids will be opened for further evaluation. The financial bids of the remaining bidders shall not be opened. The successful eligible and technically qualified bidder(s) shall be intimated through e-mail. Their name(s) shall also be posted on the MIB's website www.mib.gov.in

1.9.4 Final selection will be made on the basis of the combined score in technical and financial criteria. For this purpose a weightage of 80% and 20% will be assigned to financial and technical criteria respectively. The lowest financial bid will be assigned the full weightage and the rest will be proportionately given lower weightages as per the formula (Lowest price/ Quoted price) x 80%. The

highest technical bid will be assigned the full weightage and the rest will be proportionately given lower weightages as per the formula (Bidder Technical score/ Highest technical score) x 20%. In case the technical/financial score is a decimal, it will be rounded off to the nearest whole number. The weighted scores of technical and financial criteria will be added up and the bidder with the highest combined score will be declared successful.

1.9.5 In situations where the highest combined score, determined as per clause 1.9.4, is the same for more than one bidder, the bidder with the lowest valid financial offer among these shall be selected.

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 1.7.17 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. The tenure of the contract would be 3+1 years for the Auctioneer (with normal tenure of 3 years and a provision of extension for 1 year by mutual consent, if required).

1.11.2 Drop dead fee: A lumpsum drop dead fee of ₹ 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 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:

1.12.1 The payment to be made to the successful bidder (Auctioneer) after completion of auction as acceptable to Government of India 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 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

1.12.2 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 along with an Illustration is given in **Annexure –IV A**

1.12.3 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.

1.12.4 The payment to the auctioneer shall be made within 60 days from the date of receipt of the due payments from the winning bidder in the auction or within a period of one month from the date of receipt of invoice from the Auctioneer, whichever is later. 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 **₹ 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 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 LoI. The draft 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 (including their personnel and sub-consultants) or any of their affiliates shall not receive any remuneration in connection with the assignment except as provided in the contract.

1.20.2 The auctioneer (including their personnel and sub-consultants) or any of their affiliates 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**.

List of Annexures to RFP (Refer para 1.7.16)

Annexure	Subject Particulars	Page No.
II	Proforma for Technical bid (refer para 1)	17
III	Proforma for Financial bid (refer para 1)	21
III A	Complete Eligibility Criteria (refer para 1.3.9)	22
IV	Proforma for EMD Bank Guarantee (refer para 1.4.1)	28
IV A	Payment Formula	30
V	Calendar of Events (refer para 1.9.1)	33
V A	Criteria for marks in respect of Technical bids (refer para 1.9.2)	34
VI	Proforma for PBG (refer para 1.14)	38
VII	Pre-contract Integrity Pact (refer para 1.15)	41
VIII	Draft Agreement	49
IX	Information regarding any conflicting activities and declaration thereof (refer para 1.20)	58
X	Undertaking regarding not being blacklisted	59
XI	Summary sheet of e-auctions conducted	60
XII	Format for project citation by the bidder	61
XIII	Undertaking regarding GIGW and STQC compliance	62
XIV	Undertaking regarding hosting the auction solution in India	63
XV	Curriculum Vitae (CV) of Key personnel	64
XVI	Check List (refer para 1.9.2 (D))	66

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. **Certificate along with details of e-auctions conducted in the last seven(7) years (In case of consortium, these details shall be submitted in respect of the lead member and all its partners).**

12. **Certificate along with details of conducting** simultaneous ascending e-auctions of broadcasting licences conducted in the last seven (7) 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 seven (7) years**
 - B. **Total number of e-auctions conducted in the last seven (7) years**
 - C. **Total value of spectrum related e- auctions in the last seven (7) 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

(Last 7 years would be 84 months counted back from the date of issue of RFP)

The above details shall be given as per details in **Annexure VA** complete alongwith the format prescribed in **Annexure XI and XII**. (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. Fee (in Indian Rupees) as per para 1.7.17 of RFP:

.....(in figure)

.....(in words)

Note – Taxes / GST as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid. It may also be noted that no variation in fee shall be permitted during the currency of the contract. A single quote should be made.

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

Date:

Signature and name of the Authorized Signatory

Place:

(Company's Seal)

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/ 2013 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 or the lead partner in case of a consortium shall have a minimum paid up capital of ₹ 2.5 crore or equivalent † on the date of the application.

Documents to be submitted

Certified Copy of Audited Balance Sheet for the Financial Year ending 2023-24.

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 ₹10 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 ₹ 50,000/- as per details under para 1.3. An EMD of ₹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. As on date of the submission of the proposal, the bidder/any member of the Consortium should not be black listed or debarred by Central/ State Government/ PSU in India or by any Foreign Government.

Documents to be submitted

Undertaking from the authorized signatory of the bidder (in case of consortium, to be provided by each partner) as per **Annexure X**

7. The bidder/ Lead partner should be CMMi level 3 (or above) certified.

Documents to be submitted

Copy of the certificate

8. Duly filled Checklist as per **Annexure XVI** for compliance of technical criteria parameter "D" (para 1.9.2 of the RFP, read in conjunction with **Annexure V A**).

9. 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-38014/2/2024-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:

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

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 = fee quoted / per channel

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:

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

Where,

SF is the Success Fee for conducting the Auction

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

P = fee quoted / per channel

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 = $3xPx0.3x0.6$

Success cost = $3xPx(1-0.3x0.6)$

Case II : All 3 channels are un-successfully auctioned

Payment due :

Operational cost = $3xPx0.3x0.6$

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 = $2xPx0.3x0.6$

Success cost = $2xPx(1-0.3x0.6)$

Payment due for 1 un-successful auction :

Operational cost = $1xPx0.3x0.6$

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 = $1xPx0.3x0.6$

Success cost = $1xPx(1-0.3x0.6)$

Payment due for 2 un-successful auction :

Operational cost = $2xPx0.3x0.6$

Success cost = 0

TABLE OF VARIATION IN RATIO OF OPERATING FEE TO SUCCESS FEE

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

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

S.NO.	Activity	Date
1.	Issue of RFP	20.08.2024
2.	Pre-bid conference	03.09.2024
3.	Clarification to prospective bidders	10.09.2024
4.	Last date for submission of bids	17.09.2024
5.	Opening of bids containing eligibility criteria	18.09.2024
6.	Declaration of eligible bidders	23.09.2024
7.	Opening of Technical bids	23.09.2024
8.	Presentation by the eligible bidders	26.09.2024
9.	Finalization and declaration of technically qualified bidders	Immediately after Completion of S.No. 8
10.	Opening of financial bids of technically qualified bidders	Next Working Day after S.No. 9
11.	Finalization of bids/selection of agency to conduct e-auction	Three Days after S.No. 10

ANNEXURE -VA

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

	Technical Evaluation Criteria	Technical Evaluation parameter	Maximum Marks	Supporting documents required														
A	Total value of the e- auctions conducted in the last seven (7) years	<p>The marks will be awarded as follows:</p> <table border="1"> <thead> <tr> <th>Total Value of e-Auctions (in INR crore)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than 10,000 crore</td> <td align="center">15</td> </tr> <tr> <td>INR 8,001 to 10,000 crore</td> <td align="center">12</td> </tr> <tr> <td>INR 6,001 to 8,000 crore</td> <td align="center">09</td> </tr> <tr> <td>INR 4,001 to 6,000 crore</td> <td align="center">06</td> </tr> <tr> <td>INR 2,000 to 4,000 crore</td> <td align="center">03</td> </tr> <tr> <td>Less than 2,000 crore</td> <td align="center">Nil</td> </tr> </tbody> </table> <p>Value of each e-auction should be at least INR 100 crore to be considered for marking.</p>	Total Value of e-Auctions (in INR crore)	Marks	More than 10,000 crore	15	INR 8,001 to 10,000 crore	12	INR 6,001 to 8,000 crore	09	INR 4,001 to 6,000 crore	06	INR 2,000 to 4,000 crore	03	Less than 2,000 crore	Nil	15	<p>Copies of Work Orders and Completion Certificates</p> <p align="center">Or</p> <p>Certificate from Statutory Auditor clearly stating the value of each e-auction</p>
Total Value of e-Auctions (in INR crore)	Marks																	
More than 10,000 crore	15																	
INR 8,001 to 10,000 crore	12																	
INR 6,001 to 8,000 crore	09																	
INR 4,001 to 6,000 crore	06																	
INR 2,000 to 4,000 crore	03																	
Less than 2,000 crore	Nil																	
B	Total number of e- auctions conducted in the last seven (7) years	<p>The marks will be awarded as follows:</p> <table border="1"> <thead> <tr> <th>Total Number of e- Auctions</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than 50</td> <td align="center">15</td> </tr> <tr> <td>21 to 50</td> <td align="center">12</td> </tr> <tr> <td>10 to 20</td> <td align="center">08</td> </tr> <tr> <td>Less than 10</td> <td align="center">Nil</td> </tr> </tbody> </table> <p>Value of each e-auction should be at least INR 100 crore to be considered for marking.</p>	Total Number of e- Auctions	Marks	More than 50	15	21 to 50	12	10 to 20	08	Less than 10	Nil	15	<p>Copies of Work Orders and Completion Certificates</p> <p align="center">Or</p> <p>Certificate from Statutory Auditor clearly stating the value of each e-auction</p>				
Total Number of e- Auctions	Marks																	
More than 50	15																	
21 to 50	12																	
10 to 20	08																	
Less than 10	Nil																	

C	Total value of Spectrum e- Auctions in the last seven (7) years	<p>The marks will be awarded as follows:</p> <table border="1" data-bbox="598 241 1091 763"> <thead> <tr> <th>Total Value of Spectrum e- Auctions (in INR crore)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than 10,000 crore</td> <td>20</td> </tr> <tr> <td>INR 8,001 to 10,000 crore</td> <td>16</td> </tr> <tr> <td>INR 6,001 to 8,000 crore</td> <td>12</td> </tr> <tr> <td>INR 4,001 to 6,000 crore</td> <td>08</td> </tr> <tr> <td>INR 2,000 to 4,000 crore</td> <td>04</td> </tr> <tr> <td>Less than 2,000 crore</td> <td>Nil</td> </tr> </tbody> </table> <p>Value of each e-auction should be at least INR 100 crore to be considered for marking.</p>	Total Value of Spectrum e- Auctions (in INR crore)	Marks	More than 10,000 crore	20	INR 8,001 to 10,000 crore	16	INR 6,001 to 8,000 crore	12	INR 4,001 to 6,000 crore	08	INR 2,000 to 4,000 crore	04	Less than 2,000 crore	Nil	20	<p>Copies of Work Orders and Completion Certificates</p> <p>Or</p> <p>Certificate from Statutory Auditor clearly stating the value of each e-auction</p>
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INR 6,001 to 8,000 crore	12																	
INR 4,001 to 6,000 crore	08																	
INR 2,000 to 4,000 crore	04																	
Less than 2,000 crore	Nil																	
D	E-security aspects in design and conduct of the auction	<p>Bidder will have to furnish the following (As per Annexure XVI):</p> <ul style="list-style-type: none"> i) Undertaking to comply with applicable GIGW guidelines issued in February 2018 & STQC guidelines issued on 31-08-2011, and from time to time. (Annexure XIII) ii) Undertaking to host the auction solution (including data) in India. (Annexure XIV) iii) Information security policy documents of the organization iv) ISO 27001 certificate v) Availability of skilled and trained professionals with appropriate qualifications and certification in the organization, so as to demonstrate that it has the requisite technical caliber to complete the assignment, as per Key Personnel CV format at Annexure XV. vi) Organization's plan for availability of business continuity and disaster recovery plan 	20															

		<p>Technical Evaluation Committee (TEC) shall assign marks for each of the 6 points listed above on the basis of documents provided and the presentation made by the bidder. Equal weightage would be given to each of the 6 points listed above. All the 6 criteria from serial nos. (i) to (vi) will have to mandatorily be provided by the bidder and non-availability of any of them would render the bidder ineligible for consideration. The successful bidder will have to ensure compliance of all of these during the performance of the contract. The bidder will not be given any opportunity to furnish any other document after he has officially submitted his technical bid.</p>		
E	Ownership of domain and e-auction related software	The bidder should have its own Domain and the e-auction related software, which should be owned by the company.	10	
F	Design of auction process and development of bid documents	<p>The bidders would need to give a demo of the auction process, along with a sample/outline of the Notice Inviting Applications for the demo auction. The evaluation would be done on the basis that following points are ensured by the bidder:</p> <ul style="list-style-type: none"> • Only registered users are allowed access <ul style="list-style-type: none"> • Information about forthcoming events by e-mail to bidders • Digitally signed bids (• Auto extension of auction, as per the budget availability • Bidding in accordance with EMD only • Decision making process in-built in the system, as per the Auction rules as conveyed by the Department • Bidders identity 	20	

		<p>remains undisclosed</p> <ul style="list-style-type: none"> • Bidders allowed participation in accordance with their eligibility/caps • Various types of bidding options- service area, quantity • Feature to encourage/ensure high bidding activity • IP address tracking facility • Audit trail captured on temper-proof medium <p>Above are only 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 TEC, which will evaluate the design of the auction process and the bid documents.</p> <p>Each requirement under parameter (F) is of an essential nature and the auctioneer's design will be required to meet each of these requirements. The successful bidder will have to ensure compliance of these during the performance of the contract.</p>		
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Points to be noted for Technical Bid Evaluation Criteria:

1. In respect of parameters A, B and C, the bidder will have to submit the details of each e-auction in the format prescribed in **Annexure XI & XII**.
2. In respect of parameters D, E and F, the bidder will have to bring out these aspects in the presentation before the Evaluation Committee. All points under parameters D, E & F will have to mandatorily be provided by the bidder and non-availability of any of them would render the bidder ineligible for consideration.
3. In any single e-Auction event, even if multiple items are simultaneously or sequentially put for sale/right to use, it will be considered as a single auction.
4. The e-auctions for which total value is considered in parameter "C", will also be subsumed/considered for the value of e-auctions in parameter "A".
5. The e-auctions for which total value is considered in parameter "C", will also be subsumed/considered for the number of e-auctions in parameter "B".
6. Last 7 years would be 84 months counted back from the date of issue of RFP
7. Value of auction means the total value realized in that auction

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 FM channels as determined by Ministry of Information and Broadcasting, Government of India, as per policy guidelines issued on 25.07.2011, and as may be amended from time to time. 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 _____ 2024, 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 : a) Smt Rashmi Verma, IAS (Retd), D-87, Ground Floor, Panchsheel Enclave, New Delhi – 110017 and b) Shri Om Prakash Dadhich, IRS (Retd), 250/92, Pratap Enclave, Pratap Nagar, Jaipur, Rajasthan, 302017.

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 thisday of 2024 between M/s , a company registered under the Companies Act, 1956/2013 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. 545, 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. 2024 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-38014/2/2024-FM, MIB has selected **M/s.** as the auctioneer for conducting e-auction of FM Channels in various cities in India as per Policy Guidelines for Private FM Radio (Phase-III) notified on 25.07.2011 as amended from time to time.

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 e-auction of FM radio channels in various cities in India as determined by Ministry of Information and Broadcasting (MIB), and as per detailed policy guidelines issued by the MIB on 25.07.2011 for FM radio Phase III, as amended from time to time. The selected agency will also conduct auction other than those specified above, as may be decided by MIB.

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 FM channels in various cities as per decision of the Government of India. The selected agency may also be asked to conduct auction in cities other than those specified above in para 2.1, as decided by MIB.
- (h) To document the entire process of e-auction of FM Channel.
- (i) To conduct 1-2 days of training / orientation session once a year for officials of MIB.
- (j) 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.
- (k) To develop and test the Electronic Auction System (EAS) as per MIB requirements, and offer the same to STQC for certification, within 30 days of communication of requirements by MIB. Further, the selected agency would have to comply with all observations of STQC within 20 days of communication of the issue / audit observations of STQC.

The functions from (a) to (k) 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 any 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 batch of FM channels is targeted to be completed by _____. The tenure of the Agreement would be 3+1 years for the Auctioneer (with normal tenure of 3 years and a provision of extension for one year by mutual consent, if required).

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 to the Auctioneer on completion of a particular batch of auction would be arrived at after multiplying Rupees (Quoted fee) with number of FM channels in which auction is successful, subject to the clause 1.7.17, 1.11 and 1.12 of RFP and clause 6 of this contract read in conjunction with the amendments issued from time to time.

5.2 The payment to the auctioneer shall be made within 60 days from the date of receipt of the due payments from the winning bidder in the auction or within a period of one month from the date of receipt of invoice from the Auctioneer, whichever is later. The payment to the successful bidder will be made in Indian Rupees (INR) only.

5.3 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 exclusive of GST/ 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 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 FM Channels 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.

11.3 The Auctioneer shall ensure that Auction is structured in such a way that the identity of the bidders remains unknown to everybody, including the Auction Administrator, till the Auction comes to a close.

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:

Name:

Title: Joint Secy.

Signature:

Name:

Title:

Stamp:

Witnesses:

1.

2.

Stamp:

Witnesses:

1.

2.

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:

UNDERTAKING REGARDING NOT BEING BLACKLISTED*

I, on behalf of M/s _____(Name of the Bidder) hereby certify that, we or any of our promoters/ directors, are not black listed or debarred by any Central or State Government Department, or by any Public Sector Undertaking in India, or by any Foreign Government, from participating in projects, either individually or as member of a Consortium, as on date.

s _____(Name of the Bidder) hereby certify that, we or any of our promoters/ directors, are not black listed or debarred by any Central or State Government Department, or by any Public Sector Undertaking in India, or by any Foreign Government, from participating in projects, either individually or as member of a Consortium, as on date.

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this undertaking, we shall intimate Ministry of Information and Broadcasting of such blacklisting.

We also undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this undertaking, then any contract with MIB is liable to be terminated by MIB at their discretion, and at their terms.

Place: _____

Signature of Authorized Signatory

Date: __/__/__

Name: _____

Designation _____

Seal:

*To be submitted separately by each member of the Consortium.

SUMMARY SHEET OF e-AUCTIONS CONDUCTED

S.no.	Auction Name	Client Name	Client Type	Value of eAuction (Total value realized in INR crore)	Date of eAuction (Start Date -End Date)	Documentary evidence provided	Auction Status (Completed or Ongoing or Withheld or any other (specify))

(Add rows)

- Client type – Indicate whether the client is Government or PSU or Private
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order and completion certificate or Certificate from Statutory Auditor clearly stating the value of each e-auction
- In case the bidder claims experience of conducting an e-Auction, where it was a member of a consortium ("Previous Consortium"), the Value/Number of the e-Auctions conducted to be considered for Technical Evaluation from such consortium, will be restricted in the same proportion as the percentage share/membership of the bidder in the Previous Consortium. The percentage share/membership of the bidder in the Previous Consortium would have to be certified by the Statutory Auditor.

Place: _____

Signature of Authorized Signatory

Date: __/__/__

Name: _____

Designation _____

Seal:

FORMAT FOR PROJECT CITATION BY THE BIDDER

The details of e-Auctions conducted by the Bidder:

Name of the Auction	
Role of the Bidder in the Auction	
Client's Name and Complete Address	
Narrative description of the auction, including components put to auction	
Start Date of Auction	
End Date of Auction	
Total Value Realized from the Auction (in INR crore)	
Activities undertaken by bidder or consortium member	

N.B - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate. (Copies of Work orders/Agreement/Client certificate to be attached along with)

Place: _____
Date: __/__/____
Designation _____

Signature of Authorized Signatory
Name: _____

Seal:

UNDERTAKING REGARDING GIGW AND STQC COMPLIANCE

I, on behalf of M/s _____ (Name of the Bidder) hereby undertake to comply with applicable extant GIGW guidelines and extant STQC guidelines.

Place: _____

Date: __/__/__

Designation _____

Seal:

Signature of Authorized Signatory

Name: _____

Note: Any costs related to STQC/GIGW compliance/ certification will be borne by the selected agency.

UNDERTAKING REGARDING HOSTING IN INDIA

I, on behalf of M/s _____ (Name of the Bidder) hereby certify that, the auction solution (including data) will be hosted in India.

Note: 1. The selected agency will keep the auction data available till the currency of the contract. At the end of each auction, the agency will provide all auction data/audit trails to the Ministry of I&B.

2. Hosting requirement would have to be adhered to till the currency of the contract.

Place: _____

Signature of Authorized Signatory

Date: __/__/__

Name: _____

Designation _____

Seal:

CURRICULUM VITAE (CV) OF KEY PERSONNEL*

Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: Degree Academic institution graduated from Year of graduation Specialization (if any) Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past Assignment details Name of organizations worked for Designation Responsibilities Tenure	
Prior project experience Project name Client Key project features in brief Location of the project Designation Role Responsibilities and activities	

Duration of the project Please provide only relevant projects.	
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***Separate Annexes for different Key Personnel.**

NOTE:

a) Bidder will ensure that each member of the Key Personnel devotes substantial workingtime to perform the services to which that person has been assigned as per the proposal.

b) Bidder will use commercially reasonable efforts to ensure it retains the services of its KeyPersonnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in bidder's employment.

c) Bidder will not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request otherthan from that would have the same effect):

- (i) unless that person resigns, is terminated for cause, dies, is long-term disabled, ison permitted mandatory leave under Applicable Law or retires; or
- (ii) without prior written consent of M/o I&B.

Place: _____

Signature of Authorised Signatory

Date: __/__/____

Name: _____

Designation _____

Seal:

ANNEXURE XVI

Please tick if compliant:

Sl. No.	Requirement	
i.	Undertaking to comply with applicable extant GIGW guidelines and extant STQC guidelines (Annexure XIII)	<input type="checkbox"/>
ii.	Undertaking to host the auction solution (including data) in India. (Annexure XIV)	<input type="checkbox"/>
iii.	Information security policy documents of the organization	<input type="checkbox"/>
iv.	ISO 27001 certificate	<input type="checkbox"/>
v.	Availability of skilled and trained professionals with appropriate qualifications and certification in the organization, so as to demonstrate that it has the requisite technical caliber to complete the assignment, as per Key Personnel CV format at ANNEXURE XV .	<input type="checkbox"/>
vi.	Organization's plan for availability of business continuity and disaster recovery plan	<input type="checkbox"/>

Note: Tender Evaluation Committee (TEC) shall assign marks for each of the 6 points listed above on the basis of documents provided and the presentation made by the bidder. Equal weightage would be given to each of the 6 points listed above. All the 6 criteria from serial nos. (i) to (vi) will have to mandatorily be provided by the bidder and non-availability of any of them would render the bidder ineligible for consideration. The bidder will not be given any opportunity to furnish any other document after he has officially submitted his technical bid.

Place: _____

Signature of Authorised Signatory

Date: __/__/____

Name: _____

Designation _____

Seal: