

PRASAR BHARATI (India's Public Service Broadcaster) All India Radio Commercial Wing

F. No: 9(15)/2017-18/IT

dated 11.10.2018

Subject: Draft specifications of on-line Booking, Billing and Scheduling software of AIR

Sir,

Prasar Bharati is in process of developing and implementing, through inviting tenders, a state of the art technology driven software to make All India Radio a dynamic and efficient organization in the broadcasting scenario. Proper coordination and interface among booking, traffic (scheduling) and billing is also essential for legal compliances and handling of litigations. Marketing requirements of the various offices through an integrated CRM (Customer Relationship Management) in the proposed software would add to create better sales results.

Draft specifications of on-line Booking, Billing and Scheduling Software of AIR is available on the web portal of Prasar Bharati and All India Radio. Prospective bidders (OEMs) are requested to submit their comments/ suggestions to undersigned on mail id commercial@prasarbharati.gov.in.

(**Hemendra Soni**) Dy. Director General (Commercial)



(Specification No. IT/SW/2018/1) ver 3.1

DRAFT SPECIFICATIONS

for

Development, Supply and Commissioning

of

Commercial Booking, Billing & Scheduling Software

(CBBS)

For

All India Radio

2018



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SECTION - I: ALL INDIA RADIO - COMMERCIAL WING

1. BACKGROUND & OBJECTIVE OF THE PROJECT

Book Keeping and accounting for the various inventories and commercial spot scheduling at different type of stations in All India Radio is currently being executed manually. Tracking of consumed Free Commercial Time (FCT), numerous Release Orders (RO) by clients, linking of Bank Guarantees with respective business files, multi format record keeping and reports by various operational units of All India Radio with maximum efficiency is needed. To ensure operational efficiency, minimizing duplication of efforts, reducing human error, high level of accuracy, complete and comprehensive business solution that monitors and manages the booking, traffic (scheduling) & billing functions with minimum response time, transparent transactions as per guidelines, it has been decided to get developed and implemented, a state of the art technology driven software. Proper coordination and interface among booking, traffic (scheduling) and billing is also essential. Marketing requirements of the various offices and agencies, through an integrated CRM (Customer Relationship Management) in the proposed software would aid in creating better sales results.

2. AREAS OF OPERATION

2.1 CSU (Central Sales Unit), AIR, Mumbai.

2.2 CBS Stations (All India Radio Commercial Broadcasting Service). List of AIR CBS Stations (15) are as at Annexure I.

2.3 Local Radio Stations of All India Radio mentioned in the **Annexure III** have limited hours of transmission locally from their centres. Rest of the transmission hours are used for relay of Vividh Bharati or FM Rainbow.

3. EXISTING WORK FLOW OF COMMERCIAL SECTION OF ALL INDIA RADIO

a) As per the existing system, Central Sales Unit, AIR, Mumbai is the main commercial centre that procures and executes the business on All India basis. While 15 Commercial Broadcasting Service stations (Annexure I) do marketing, bookings and execution of business for their respective zones. In addition to this, there are four Commercial and Revenue divisions which have been established to strengthen the commercial set-up for Prasar Bharati. The mandate of these divisions is to procure business and pass it on to respective CBS Centre or CSU Mumbai as the case may be for execution. In addition to procurement of business on All India basis these divisions also market special events like Cricket Matches, Olympic/ Commonwealth games, National Games, Marathon, Live broadcast of various award functions and other sports events etc.



b) In AIR, for FM transmission (**Annexure II**), the entire 24 hours' time of a day is divided into three categories. Similarly for Primary channel, LRS stations and Vividh Bharati services are divided in various programme/ time categories and accordingly have different rates.

i) Time Categorization for FM channels:

Prime Time : 0700 – 1100, 1700 – 2300 Mid Prime Time: 1100 – 1700 Non-Prime Time: 2300 – 0700

 ii) Time Categorization for Vividh Bharati: Category I : 0630-1000, 1900-2300 Category II : 0600-0630, 1000-1200, 1330-1430, 2300-2330 Category III : 1200-1330, 1430-1900 Vividh Bharati Stations are divided in to three Groups A, B, C (Annexure III).

- iii) Primary Channels stations and LRS are divided in four different Groups, as per Annexure III and
- iv) Programmes are divided in two broad categories mainly music and non-music.

c) Accredited agencies/Registered agencies/Canvassers/Govt. Clients: Accredited agencies are given credit facility of 45 days for making payment. Government clients are entitled for a credit period of 60 days. Registered agencies/Canvassers are to pay in advance for any booking.

d) Different inventories for Commercial Purposes:

1) Spot Buy: Booking of Spot buys is done in tranches of 10 seconds or its multiples (restricted up to 120 seconds) in various programmes as per grouping of the station and time/ programme category.

2) Sponsorship Packages: The in- house programmes are sponsored by clients as per the rates of a particular station. FCT (Free Commercial Time) is allowed for 30 mts sponsorship is 120 seconds. These sponsorship could be for a program series or event for a certain time duration viz. month, quarter, half year or year. Clients buy bulk FCT (Free Commercial Time) for a fixed sponsorship amount. This deal may be for a program series or event for a certain time duration viz. month it duration viz. month, quarter, half year or year.

3) Sponsored Programmes: These programmes are mainly produced by outside agency for broadcast on AIR by giving a prescribed fee for the same. These programmes are accepted for 15 min, 10 min and 5 min by giving FCT of 60 seconds, 40 seconds and 30 seconds respectively. On the request of clients sometimes the Production of these programmes is also done in-house by charging a production fee for the same.

4) Special Events: Events like live commentary of Cricket and other matches, International sporting events like Olympic, Commonwealth games, Marathon, Sports events etc. are special events marketed by CRD and other units of AIR like CSU, CBS and all AIR stations for which special rates are devised.



e) Based on the rate card of advertising for All India Radio, advertising agencies/ clients send release orders (RO) and schedules for a fixed period. The booking is finalized through a contract signed between the clients/agency and All India Radio for different inventories. CBS stations / concerned AIR stations maintain a schedule register for each program. Register contains agency name, client name, SBR/ sponsorship package, amount etc. On the right side of the register, details of spots scheduled, client name, brand name, status like SBR, sponsorship/ sponsored programme and rate etc. is detailed. A separate register is maintained showing the account of each client's FCT Purchased, Consumption, and balance etc. specimen copy of these registers, various reports and other records can be studied during SRS.

Rate card of advertising for All India Radio is available at *http://www.csuair.org.in/RateCard/RateDisplaywithFiles.aspx*

f) Commercial Cue Sheet: A day before the broadcast, the CCS (Commercial Cue Sheet) is prepared, which reflects the commercials booked for various programs. For a 30 minute program, 3 break bumpers and for 60 minute program, 5 break bumpers are provided to insert commercials. An authorized officer from CBS/Commercial section of the AIR station prepares the CCS. The monthly schedule prepared by CSU/ CBS is sent electronically to different AIR stations.

g) Credit Lines: E.g. "This program is brought to you by..." are allowed as value additions to sponsors before and after the program.

4. EXISTING WORK FLOW OF PROGRAM SCHEDULING OF ALL INDIA RADIO

a) **Program cue sheet (PCS):** PCS is prepared by Program Unit of each AIR centre based on FPC and directives received from AIR, Delhi and capital station of respective state etc. The directives from CSU and CBS stations are also taken into account while finalizing the PCS. Respective AIR stations do the packaging of the program based on the input taken from the commercial cue sheet received from respective marketing divisions. PEX (CO) of respective AIR stations deals with PCS.

b) Transmission cue sheet (TCS): Transmission cue sheet is the actual play list by which finally programs go on air. At each AIR stations, co-ordination section prepares the TCS by interleaving CCS and PCS. This transmission Cue sheet may be divided in to two to three slots as per convenience of shifts covering overnight. The print out of TCS goes to control room and Duty Room. Duty officer keeps track of all commercials and programs that goes on air and keep a record on deviations.

c) Broadcast Certificate (BC): After the broadcast of the programs the deviation if any is marked in broadcast commission report by Duty officer. Based on this information, a broadcast certificate is prepared by an authorized officer of the commercial section of the AIR station and forwarded to respective CBS station. This broadcast certificate is used by AIR CRD (Marketing Division)/CSU/CBS commercial section for accounting for any deviations and make good for ROs is done. All billing departments of CSU/CBS prepare the invoice against BC and forward to clients.

5. EXISTING WORK FLOW OF BILLING AT CBS & CSU OF ALL INDIA RADIO



Each CBS has a billing department. CSU is the billing department for all the booking concerning two or more than two CBS centres and also special events and booking undertaken by CRD from Ministries. Based on the broadcast Certificate issued by concerned authorized officer, Billing department prepares invoices and forward to respective agencies /clients. This department keeps a track of Bank Guarantee (BG) and alerts the CBS centres and CRD when BG is exceeded. CBS and CSU are responsible for Bank reconciliation and also statutory government requirement like GST etc. The invoice against bookings taken by CSU is given to them for taking up with Government/ semi Government agencies for realizing payment.

<u>SECTION – II</u>: SCOPE OF THE PROJECT

6. General scope

The scope includes complete software solution for sales& marketing, traffic, scheduling and billing for all the functional areas of All India Radio as described in the present tender document. The Proposed Application Software is required to be designed and developed as a secure portal for the usage by any of the All India Radio stations as mentioned in the work flow through application. The number of users will not be fixed/ bound but interchangeable. The total number of simultaneous users may be approximately **450**. The offered application software should be fully integrated yet modular to meet the requirements of various functional areas of All India Radio. All users should be able to able to access the application software through web browsers and should meet following minimum requirements:

a) Sales Management:

The offered application should provide a versatile workflow for booking, pre-emption and make-good of commercial spots. It should also provide the complete and comprehensive business solution for the management of the entire sales lifecycle and should allow monitoring and management of the varied sales activities in the single integrated system.

b) Payment Gateway:

The successful bidder must provide a secured payment gateway for agencies and registered clients to make online payment against their bills raised. There should be provision to make payment through all legal modes viz. online internet banking, Credit Cards and Debit cards etc. Also provision has to be there to make entries of payments already done through RTGS/NEFT/Demand Drafts against respective outstanding bills. The payment gateway must be authorised by the relevant laws, rules and regulations as laid down by Government of India. The payment gateway must be integrated with AIR's existing receipt account.

c) Traffic:

The traffic module of the offered application software should facilitate management of booking of advertisement orders and Traffic log through a single interface. This functional area should enable approval and authentication of different types of orders for easy and accurate business flow of information and should provide total control over Slots, Commercial Breaks, events and seamless automation system integration with Log reconciliation wherever required.



d) Billing:

The system should allow generation of Invoices, Log Proof, Tax-Invoices (should be GST compliant and generate all files/reports required for GST /TAX fillings), Receipts, Collection, confirmation, Credit Notes etc. The system should manage the workflow and maintain the audit trail for various billing operations. The billing operations should be multilevel access controlled, to permit selected stations/users only. The system should allow export of all billing data in XML format to third party applications for accounting purposes.

The bidder has to submit a declaration to the effect that all accounting procedures are as per laid down norms of Government of India & Institute of Charted Accountants of India

e) Marketing:

The CRM module of the offered application should create a detailed database of all the customers and shall be able to manage all the needs of sales teams of AIR to send mails/SMS/fliers to the customers from time to time.

f) Content , Acquisition & Scheduling:

The Content module should manage the content (commercials / advertisements) assets right from the stage of acquisition or in house production till airing including the physical management. This should allow management of all operational and financial aspects like Program Acquisition, payment Schedules, Usage, Stock and Episode information like Synopsis, Target Audience, Usage Restrictions, Censorship details, Licensing details, etc. All the registered stations should be able to access/share the stored content.

The offered software should therefore have the required depth, breadth and flexibility, and should be comprehensive, versatile, and functionally rich to provide on line information access to all (the designated users who will operate the respective business processes). The software should ensure the accuracy, completeness and consistency of business transactions and integrate various business processes by integrating the flow of information. The offered application software must be state of the art, well proven and well supported software to establish best business process and practices. The specifications mentioned in the scope of this project is merely a guide line and it is the responsibility of the bidders to visit all departments who are required to use this software in order to assess actual requirements and understand further scope of work before bidding in order to achieve final result to the satisfaction of All India Radio.

g) Booking and Billing of PB Resources:

AIR Resource is responsible for marketing the under-utilised and surplus infrastructure of Prasar Bharati. Various infrastructures are provided on hire basis to the other broadcasters. The services offered by AIR resource are as below:-

1. Sharing of Prasar Bharati infrastructure as such tower, building, studio facility, and land etc. on rental basis.



- 2. Consultancy service along with turnkey job for operation and maintenance in the field of broadcasting.
- 3. Providing on-site and institutional training.

The Software to be provided/developed for use of AIR Resource should have following features:-

- 1. Software should have database of the available resources that can be hired to other broadcaster with the provision for submission of requirement on-line. The feasibility of the proposal is to be examined by design sections of AIR/DD. After getting clearance from design sections, resources are offered to the requesting agency based on the standard rate card.
- 2. Preparation of contract.
- 3. Preparation of Billing and tax invoice.
- 4. Payments & receipt.
- 5. Various MIS report and any other features as decided during SRS.

7. Requirement of Project/ Automation

a). The proposed Software envisages the complete automation of the work flow right from

- Booking of commercials,
- Preparation of Contract,
- Automatic/Manual pick up of ROs forwarded by clients/agencies,
- Scheduling of programs,
- Preparation of commercial Cue Sheet (CCS),
- Preparation of Fixed Point Charts (FPCs),
- Preparation of Program Cue Sheet (PCS),
- Preparation of Transmission Cue Sheet(TCS),
- Preparation of Invoices,
- Alert Mechanism against exceeding limit of Bank Guarantee,
- Exceeding in the payment schedules by clients,
- Reconciliation with Bank, Payment Gateway, Taxations,
- Tape management,
- Preparation of various registers,
- Preparation of various reports,
- Accounting for make good,
- ESCROW account for Revenue Management Company etc.
- The software must support
 - Multiple channels,
 - Multiple marketing divisions,
 - Offices dealing with program Scheduling, billing, special events, sports, Government Dealing,
 - Duty officer,



- Commercial Section,
- Billing Section etc.

The software must be for total automation of the work flow with minimal manual intervention.

b). The application software must be capable of preparing of broadcast Certificates in two formats – one from the commercial cue sheet and second from manual input of data through a check sheet module.

c). Open Structure and Interchange of Information with other software:

Software should be able to connect with Automatic soft wares for the purpose of interchange of data such as Audio, Traffic Scheduling/play list, Metadata, Graphic, text, ON-AIR Reports/logs etc. by using standard technologies like XML.

d) Plans & Schedules: The successful bidder shall prepare a <u>Software Requirement Study</u> (SRS) and identify the processes/Procedures that need to be modified/ introduced to meet the needs of the work flow and prepare a project Plan with detailed activity schedules and time bound action plan. The project/plan wise activity schedule is to be got approved from DG: AIR, before taking up the development work.

e) Development, Supply, Configuration& Installation: Development and deployment of application software as required is to be taken up after approval of SRS. The proposed application software should be web based without any client - application/utility software or databases. Designing & preparation of various reports and screen windows. This is required to be done for all functional areas including all marketing divisions and AIR stations.

f) Training & Operation Manual: Providing proper training as per the schedule and prepare & supply user/operation manual for smooth and trouble free operation in the system including various settings.

g) Importing of old Records: Data porting of old records, software integration, trial run, arrange for acceptance testing of all modules and go live/Roll Out.

h) Go Live & Roll Out: Go live run of all modules in all the user departments is to be done as per different stages of commissioning based on the time line.

i). Maintenance Services: The system will be covered under warranty for two (2) years after commissioning. Post warranty, AMC for 5 years which may be extended, one year at a time, subject to satisfactory service, as mentioned in 8(c).

During the course of warranty and AMC, minor changes/modifications in the software, are required to be done as per requirements, if any, of AIR.

j) Geographical spread: The proposed Software should be accessible through web browser. The software shall be used by all AIR stations, CSU, CBS offices and CRD offices throughout India. There has to be proper multilevel access and supervisory controls(using login ids, .username and password). It should be accessible to users from any location through internet without any client software and be able to carry out their assigned functions.



k) Functional coverage: The software shall cover the following areas of operation as per their work flow in All India Radio:

- i. Central Sales Unit.
- ii. All CBS Offices.
- iii. Commercial sections of All India Radio stations.
- iv. All Billing Departments.
- v. All Program Scheduling departments.
- vi. Direct clients for online booking, after being registered.

I) The functionality requirements for each of the above areas given in this document are tentative and indicative in nature. During SRS, the successful bidder should study the detailed requirements for each of the modules, business process mapping and functional requirement.

m) Each user department like CSU, CBS stations, commercial section, billing departments, commercial departments etc. are required to maintain certain registers and generate certain reports periodically in a prescribed Proforma. These reports are required to be redesigned (if required) in consultation with Commercial Section of AIR and incorporated in the software.

n) In order to support the prime modules and other functions, the software should also cover dash board with Key Data for senior managers with business intelligence, document management, work flow management and Web Portal. The dash board should have graphical representation of the data as desired by users over date, user, station/office ranges.

o) The software should have a home page for which the design shall be made by the successful bidder in consultation with AIR. The screen windows and lay out of the registers, reports by all user departments to be designed by the developer in consultation with AIR.

p) User Interface: The interfaces should be user friendly and with graphic user interface (GUI) with WEB access. There should be sufficient edit and validation checks in the system. It should provide safeguards to prevent damage to data from operator errors, simultaneous updating and module unavailability or system failures. The system should provide consistent screen and modules.

q) Data Access and Security: The Software should be compliant to CERT-In, MEITY, STQC GIGW Guide Lines for WEB applications/Network Security and have proper security and maintenance facility which limit access to its various functions to the users delegated with appropriate authority. Access should be restricted at different levels of data file, program module, screen, record, field data, base table, row or column. Suitable protection against unauthorized users, interceptions, misuses by outside parties shall be provided.

Certificates of Security audit and other statutory requirements, for software applications for financial transactions(like SSL certificate) are to be obtained mandatorily before hosting and launch of the software application. All costs involved in obtaining the requisite security audit, security certificates etc. are to be borne by the successful vendor.



r) Data Archival: The System should be able to archive data based on user specified parameters and restore archival data for on line use as and when required.

s) Flexibility: The software should support customization to business requirements of various users in All India Radio. The successful bidder shall perform the configuration / workaround / customisation of offered solutions, if required, based on the requirements of AIR to the satisfaction of AIR.

t) Modularity: The System will initially be required to cover a range of business process modules as mentioned above but it should allow addition of more modules as and when required which should seamlessly integrate into the core system.

u) Integration: The software should be fully integrated across departments, functional areas, and also across geographical location of sites. It should be unified and interfaced. It should have the ability to automatically update all related modules for any change which has occurred in one module.

v) Regulatory Indian Laws: The system should have adequate localization to handle specific requirements of Regulatory Indian Laws (Central & State), Tax, GST and duty legislation and other regulations.

The bidder has to submit a declaration to the effect that all accounting procedures are as per laid down norms of Government of India & Institute of Charted Accountants of India.

w) Performance Standard: The System should ensure that functions and its integrations are according to the definition as per scope of work. Two instances of the application software should be in active-active mode, i.e. users should be divided among the two instances.

x) Authorization: Provision is required for all the authorized officers to upload/edit data. The entire requirement of authorization at various levels must be got approved in writing from AIR during **SRS**.

y) Different colour coding for various Time categories, Programme categories, station categories, Commercials, sponsorship, sponsored programme, Promos, branding, and program. This colour coding is required to be standardized for each type of presentations.

8. TECHNICAL REQUIREMENTS

a) Technical Services: The successful bidder shall be required to prepare all technology policies and procedures related to software, authorization, backups, authorization related activities, printer configurations, table space maintenance, archival etc. AIR is not liable for procuring or paying for any type of licenses pertaining to development tools/browser/Operating systems or any supporting software during the entire period of development, deployment, warranty and AMC. It shall be the sole responsibility of the successful bidder to pay any license fee during the development and entire period of AMC and to bear all costs in regard thereto.

b) Hosting Solution: It is being envisaged that the application be hosted on to <u>Meity/NIC</u> <u>approved/empanelled</u> cloud services. The cloud services required are to be equivalent to the BOM as per Annexure VI.



c) Warranty and Maintenance: The offered application software will carry two years all-inclusive comprehensive onsite warranty from the date of commissioning.

- i. During the warranty period, the successful bidder will be required to address all issues related to the offered application software including removing bugs, providing upgrades etc.
- ii. Post warranty period of two years, AIR reserves the right to enter into an Annual Maintenance Contract (AMC) with the successful bidder, on yearly basis as per rates quoted by the successful bidder, for **Five** years. The AMC period can be further extended by one year or part thereof, at a time, at the sole option / discretion of AIR, up to a maximum period of three years only.

d) The warranty and AMC should cover all the services which are general in application software maintenance contract (MC). In addition all product upgrades are to be offered as part of the warranty and AMC. User and Technical support shall be provided as per the requirement of AIR.

e) The warranty shall include incorporation of any requirement of modifications against policy changes and Government decisions. Any software bugs similar to Y2K, UNIX millennium bug, y2k38 or y2.038k or calendar issues or any other bug that may arise hereafter will be the sole responsibility of the developer during the entire period of warranty and AMC.

f) Migration from Existing System: Application software for CSU and CBS is already in operation in Mumbai which includes billing and has substantial database. The successful Bidder shall ensure smooth migration of work flow from existing application software of CSU, CBS and any other Office of AIR to the offered software driven environment by appropriate data migration, Data transfer and Integration procedures. The porting of data for this initial migration is the responsibility of the successful bidder. At any point of time, in future, if AIR wants to migrate from this software to different software or its own new version, it will be the responsibility of the successful bidder for retrieving the entire data and transferring to the new software within three (3) months from the date of intimation of such requirement. It should support data interchange.

g) Back Up of Data: Provision is required to be made for the backup of entire data and log files in a secured manner without any loss.

h) Security Audit: Meeting the requirement of Security audit of the software or any other statutory requirement of Government from time to time is the responsibility of the successful bidder.

i) Implementation & Documentation: The successful bidder shall ensure complete documentation of all configuration settings, other activities, interfaces and their steps/stages involved in the implementation with the support of the project team. The



successful Bidder shall prepare the business process documents, end user manuals and training documents and handover to AIR.

j) Software specifications: The suggestive system software shall be Windows (Operating System) Platform based and conform to the latest released version of developing tools and Operating Systems at the time of development/supply/customization with back ward compatibility for all OEM supported OS versions. The successful bidder shall use licensed enterprise versions (clustering) of this development tools/OEM software's and all the licenses shall be in the name of AIR.

k) OEM Authorisation: Tender specific OEM authorisation shall be provided for all third party software's // tools used in the development/deployment work.

I) Provision of proper authentication for all authorized officials in the chain of work flow in each department is required to be designed in consultation with AIR.

m) Design and develop alert mechanism to confirm to various processes within the work flow.

n) Design of program schedule register, Commercial booking register, bill register, statutory Taxes(GST) register, Bidder commission register, auto generation of Broadcast certificate based on, auto generation of TCS, PCS, CCS and BC.

o) Service Assurance: The services of the application software should be available all the time. In case of service disruption, it should be restored within four (4) hours.

In case the services of the application software are not restored within the stipulated time, penalties will be levied as per following:

C No	Resolution	Penalty Clause
S. No.	Time (in hour)	(quarter = three calendar months)
1	< 4	No penalty, till five number of disruptions per quarter. If the number of disruptions exceed five per quarter, 1.0 % of Quarterly Payment, for first five disruptions, additional 1.0 % of Quarterly Payment for second five disruptions or part thereof and so on.
2	>4 and < = 8	1.0 % of Quarterly Payment.
3	> 8	2.0 % of Quarterly Payment for every 8hr or part thereof subject to maximum of 10% of the Quarterly payment, till event of the fault termination.

In case, issues are not rectified to the complete satisfaction of DG: AIR, within 72 (seventy two) hr., DG: AIR reserves the right to terminate the contract in addition to imposing applicable penalties as above.

The successful bidder has to provide either web based /telephone/email Help Desk Services (point of contacts) for lodging of disruption / fault complaints. A full escalation matrix for the same is to be provided for timely termination of disruptions / faults.



9. REQUIREMENT OF CRM, PROGRAM SCHEDULING (TRAFFIC), FINANCE:

The proposed software must be user friendly, efficient, fast, web based, robust using latest software development tools which shall provide the entire work flow to be managed on line from CSU, respective CBS Stations through internet. The scope of Scheduling shall have the following provisions:

CRM

1. Ability for the Sales Teams to enter their Calls, create& edit Proposals and check their reports from wherever they are in the field via a web browser or smart phone/ tablet.

2. The software should allow file attachments to be uploaded and stored as part of the Client or Proposal/ Contract. Examples of files AIR would like to attach are the audio file, copy of deal letter/contract, etc.

3. Data security to control access for different users so that team leaders and department heads can access full revenue, proposal and call reporting for their respective teams while individuals, such as Sales Reps can access just their own data.

4. Real time avails/inventory levels should be displayed to Sales Representatives during spot entry to ensure effective inventory management.

5. Ability to allow Proposals to be entered using the Rate Card for the respective stations.

6. Pipeline revenue reporting and the ability to report unsigned revenue based on the probability that it will be signed by the Client.

7. The CRM module to be able to access the Traffic module seamlessly.

8. Sales Reps, coordinators, etc. should have access to only those Advertisers/Accounts that they are given rights to.

9. Printing of the reports like revenue, budgets, invoices, confirmations, broadcast certificates for the sales teams etc. possible from the web application itself.

10. Scheduled times for clients spots can be printed before airing.

11. The software should have the feature for multi-level approvals by different departments.

12. If there is a rejection from any of the departments, the software should allow revision and re-submission of the existing proposal.

13. Notifications via emails in case of acceptance or rejection to be sent to the respective sales person along with the reason for the same.

14. The Proposals, Reports, Invoices, etc. added by the Sales Reps should be available to them for viewing via the smart phone or a web browser.

15. Users should be able to access and manage their Clients as well as print revenue history.

16. A customisable Dashboard that will allow users to see relevant information when logging into the web module. For example revenue reporting, budgets and important announcements.

17. The application software should be capable for generating quotations for clients.

18. Integration of Client addresses with Google Maps.



TRAFFIC

a) Client Management:

1. Ability to enter the name of the Advertiser numerically and alphabetically. Also, it should be unique.

2. To specify if it is already a Lead, Prospect or Client.

3. Ability to ascertain whether the Advertiser is a direct one or through an Agency. If through an Agency, AIR should be able to assign one or more agencies as defaults.

4. The software should allow entry of a different postal and physical address.

5. One central location for all client contact information like name, address, designation.

6. Ability to handle multiple Sales Reps servicing a single Client.

7. Ability to create and customise reporting and functional fields to our requirements if these fields are not immediately available as standard in the software.

8. Ability to handle multiple Brands and Products per Advertiser.

9. The time interval for scheduling of Advertisers spots can vary according to different Stations.

10. Ability to attach scanned copies of Clients' deal letters or release orders or any such document to the database.

11. Emailing of invoices, statements, contract confirmations possible to different people at the Client's office.

12. An audit trail requirement for any changes made to the Client masters giving the User Name, timestamp and a description of the changes made.

13. Ability to invoice every Client at different invoicing frequency.

14. Different discounts can be applied to various Clients.

15. Different Service Tax rates can be applied to various Clients.

16. Populating the release order number field to be made compulsory for specific Clients.

17. Ability to add details for long term deals for any Advertiser and allow capturing this data for reports to be generated.

18. Defaults for the various fields like tax, invoicing frequency, discounts and account heads can be set on the Clients.

19. Ability to comprehensively manage Customer Credit Limits – (e.g. Flag when Client/Debtor account exceeds limit).

20. Automated credit warning on Client accounts with the ability to warn or stop in case of the credit limit exceeding.

21. Customized reports to be able to detail/filter client and debtor information.

22. Every User to be able to design the view as per his/ her choice of columns and save this view within the application.

23. Quick reports with ability to save parameters by every user for generating reports.

b) Spot Bookings:



1. Ability to generate quick reports as per the user's requirement at the point of time and to save the parameters for future use.

2. Contract naming convention can be as per the company requirements.

3. On selecting the Advertiser, the default fields to be populated automatically with ability to change if required.

4. Product clash and reporting and the ability to have different product codes clashes to be set per Station.

5. Ability to incorporate different rate cards for the various stations in a database with rates varying as per time bands and spot types.

6. The software should allow invoicing every contract as per the Clients' requirements and not just at the end of the month or fixed interval.

7. When the tax rate changes, the process of updating existing bookings to the new tax rate should be seamless.

8. Contracts can be linked to a long term deal and there should be a field which will capture this data and reports to be generated on this.

9. The release order number field to be populated and appear on the invoice.

10. Custom definable fields to allow flexibility to the users to capture data as required by different stations across the country.

11. Entry of spot bookings should be user friendly and quick.

12. Ability to enter Contracts with same spot fall and duration as one spot line for the various time bands and stations in the database.

13. If a Client wishes to fix a specific time within a time band, the software should allow it.

14. Ability to select the position of the spot like first spot in a break, last spot, first & last spot, first & middle & last, and to lock it in that position. The Broadcast Certificate should show the spot positions.

15. Ability to differentiate spot types like Sponsorship Spots, Promos, News Sponsors, etc. and the spots should be scheduled on the log on the basis of the priority.

16. Colour coding of different spot types to make it easier for the user to schedule the log.

17. Multiple Product codes on different spot lines.

18. To check the available inventory while spots are being entered and the user should be able to see immediately if the inventory is close to being full or already full.

19. Ability to enter spots across multiple time bands having the duration together for various stations

20. Ability to have different cart ranges for the different station.

21. The software should have the ability to add the playing instructions for the spots from the booking itself. Ability to handle multiple audios for spots as per the requirement of the client with varying rotations for different days, time bands, different spot types and positions of spots.

22. User definable fields on the Media tab required to provide additional data.

23. The software should allow any file that is relevant to the order to be attached. This could include emails, signed orders and playing instructions.

24. Once the booking of spots is done, the user should be able to see how the spots will be placed on the logs in the different hours.

25. A full audit trail of the booking incorporating any changes made over time and reasons for those changes should be stored. Changes should be highlighted and easily visible. Users should be asked for a reason for any revision when making changes.



26. At any given point of time, it should be possible to check the current status of a booking against a previous status. Also, it should document exactly what changes were made between the two comparisons.

27. Inventory management at spot level across days and weeks.

28. Flexibility to change time bands for different stations.

29. Flexibility to have different break timings for various stations.

30. The software should not allow any changes in the spots once they are aired. Any revisions post airing cannot be done to that spot.

31. If there is a change in the booking for rate or duration, the unaired spots should be rescheduled easily.

32. If a booking is cancelled from a particular date, the entire booking should be deleted from the date of cancellation with minimum manual intervention. 33. On the spot report printing should be available for a booking. Like a Confirmation of booking, Invoice for a particular booking or a Broadcast Certificate.

34. Up to date Avails and Yields reporting.

35. Flexibility on all reporting – all from the one system.

36. Ability to save reports in multiple formats.

37. Ability to air spots for the network stations by using filler spots to balance the breaks across the networked stations. A variety of different fillers should be possible including campaign specific, generic fillers and music fillers. Music fillers should be placed last in the break after all other fillers have been scheduled.

c) Logs and reconciliation:

1. The software should allow editing of logs for multiple days and stations simultaneously.

2. Shifting of spots from one day to another on the logs of the same station should be allowed.

3. Any details of a booking can be accessed directly from the log.

4. Should allow the break timings for a particular date to be changed instantaneously from the log.

5. The software should allow over scheduling of spots for user defined duration for a particular time band and spot type.

6. Client and Product clashes should be clearly visible.

7. Prioritized spots should be locked if the user so desires.

8. The log should clearly show the position of the spot.

9. The software should allow the user to define their view of the log.

10. Filtering of spots on the log based on various criteria.

11. Available and free inventory to show on the log.

12. The software should allow easy navigation through the various hours of the day.

13. Ability to calculate the booked and remaining duration in every break as a break header for every spot break.

14. Spots remaining unscheduled can be deleted from the log and this should automatically update the contract in order to ensure revenue tracking is accurate and that deleted spots are not invoiced as well as saving manual intervention. Auditing should be in place for tracking any spot that has been deleted.

15. Any missing playing instruction should be flagged when the final instructions are saved on the log



16. Ability to allow seamless importing of aired times from the play-out software.

17. Any discrepancy between the scheduled spot duration and timings against the aired spot duration and timings to be shown clearly with reasons, if the export to the play-out software at our stations is supported.

18. The software should capture the user history for logs and reconciliation.

19. The software should allow the users to "make good" of a spot by scheduling it on another day without having to change the contract.

Finance

1. Ability to book lump sum amount Contracts for sponsorship of programmes, production charges for making jingles, RJ Mentions, etc.

2. The software should be able to report various revenue sources under different account heads.

3. Payments received in advance can be entered even though invoice is not raised. Advance Payments should be automatically applied to an Invoice when it is eventually created.

4. Pro-forma invoicing should possible for advance payment.

5. Ability to differentiate Credit notes from Invoices.

6. Possibility of having different invoice number series for Invoices, Credit Notes and zero value Invoices.

7. Ability to handle different advertisers with different credit periods.

8. The software should have the ability to manage receivables.

9. The software should generate ageing reports by Account, Advertiser, Company, Transaction, Sales Rep or combination thereof.

10. Any costs incurred in relation to the booking should be easily accounted for in any internal reporting such as revenue, commission and account reports while the invoice should reflect the full amount to be paid by the client.

11. Ability to generate and email statement reports to various debtors.

12. At the time of posting the invoices, the user can choose the invoices to post at that particular time.

13. Journal entries should be allowed with the ability to choose the correct account head.

14. The software should allow the export of Invoice details as a .csv file.

15. The application software should be capable to handle Parent & child concepts of agencies.

16. All codes etc. like HSN code for GST should be manageable.

Reports

1. The software should have reports for revenue targets for the Sale Rep, Sales Teams and Stations.

2. Report writing feature which allows users to create their own reports.

3. Customised Invoices, Confirmations, Proforma Invoices, Statement of Account, Cash Receipts and Broadcast Certificates.

4. Reports to be categorised by different functions so that user security can be easily maintained.

5. Parameters for the various users to be saved.

6. All reports should be exported to various formats – editable and non-editable.

7. Option to email reports.



8. Dashboard reports for avails and revenue with graphical representation.

9. The software should have pre-defined non editable reports under various categories.

10. A specific report needs to be generated, on the condition that when a particular slot of commercial spots gets fully booked but various users who try to book for the same slot but are not able to book because of prior filling up.

Software/Database Settings

1. Ability to handle multiple companies in single database.

2. The software should have the ability to book and schedule logs for multiple stations and this feature should be scalable.

3. The software should have the capability to create fields in the database as per the requirements of the organisation and reporting should be available based on these fields.

4. The software should allow flexibility to setup different time bands for different stations.

5. There should be the ability to allow different durations for advertiser clashes and product clashes for different stations.

6. Rate Cards are the most important requirement and the software should allow multiple periodic Rate Cards for the various stations. The rates would differ for the time bands and spot types. Premium could be charged for time restrictions, break positions and demand driven rates.

Rate card of advertising for All India Radio is available at *http://www.csuair.org.in/RateCard/RateDisplaywithFiles.aspx*

7. The spot bookings for stations should be automatically linked to the Rate Cards. Manual entry of rate for a booking should not be allowed.

8. It should be possible to overwrite the Rate Card rate on specified Rate Cards. In this case the Rate Card rate should still be available for yield reporting.

9. The software should incorporate an up to date help section.

10. Ability to take a backup of the database from the user interface.

User Security

1. The software should have the ability to define the security for the various functions in it based on the user hierarchy/department.

2. The user access should be full access, read only access or no access based on their job profile/requirements.

3. The software should allow administrative rights to multiple users.

4. Administrative rights should have editable access to all the areas of the software.

5. The software should allow the organisation hierarchy to be reflected in the way the user security is set up. For e.g. the Head of Sales should have access to all the bookings, sales field reports, revenue reports, etc. for all the users reporting to him/her. Team leaders to be able to access the work and reports of the team members.

6. There should be security for the users who create logs to be able to access only their respective ones. No other user should be able to edit the logs of those stations they have no valid access to.

7. There should be a capability to give access to the users for certain advertisers and accounts only and not all of them.

8. Since the bookings are Rate Card driven, the security should have the capability to give access to only the users with the valid job profile.



9. The user management should be secure and confidential.

10. There should be an audit trail for any entry/modifications made to and by users.

11. The software should allow the user to change their passwords securely.

12. If a particular user does not have rights to access a section or tab, it should be invisible to that user.

10. PROJECT SCHEDULE

a) <u>Software Supply/Installation/Development/Customization</u>.

- i) The entire scope of the Supply, Development, Installation of the proposed software is required to be conceptualized and designed as one entity as per the time schedule given below. A comprehensive Software development study shall be done keeping in view of entire functions of All India Radio.
- ii) Software Customization including integration of payment gateway, acceptance testing and commissioning including hosting the application software onto Meity/NIC approved/empanelled cloud services.
- iii) After successful commissioning, training will be imparted as per clause 11 below.
- b) <u>**Time schedule for the project**</u> shall be successively, in the following order from the date of award of PO:
 - i) Software Requirement Study: 6 weeks
 - ii) Software Development Design and hosting on cloud: 8 weeks
 - iii) User Acceptance Testing & Commissioning: 8 weeks
 - iv) Training: 6 weeks

11. TRAINING SCHEDULE-

i) The successful bidder shall be required to provide training to AIR staff (as decided by AIR) to enable them to effectively operate and perform the relevant services using the software, as per following:

Phase - I	2 days training, at New Delhi for 25 officials. That includes Head of Office's (HOO) of 15 CBS Centres and CSU Mumbai and approximately 10 other officers.
Phase - II	3 days training to be imparted to approximately 60 officials at 5 Zonal office locations (Delhi, Kolkata, Mumbai, Chennai & Guwahati). Approximately 10 to 12 (ten to twelve) officials will attend at each location.

The successful bidder has to arrange for all materials required for imparting training including hand-outs, printed materials and PC/laptops for hands on training. The successful bidder has to provide a training/ demonstration video covering all aspects of the operations required by users, for using the application software. However, AIR will provide the internet connection and space in AIR premises.

ii) The training shall be conducted in full synchronisation with the overall project implementation plan.

iii) During the training, the expenses to be incurred by the trainees towards TA/DA, boarding & lodging, will be borne by AIR, as per extant rules.

iv) The minor issues with the application software, raised during the trainings will have to be attended to and incorporated into the application software,



which may not have been included in the specification document, without any additional costs to AIR.

v) If required, DG: AIR, at its option, may place an order for another training session, for a different set of its officials, as per rates quoted as at item 2 of Annexure VI.

12. PAYMENT SCHEDULE:

I. (a) 75% payment of the ordered amount (as per item 1 of Annexure VI) shall be made after successful deployment / rollout, delivery of software, source code and all setup files required for re-installation of the application software.

(b) 10% payment of the ordered amount (as per item 1 of Annexure VI) will be made three months after the "Training, Phase I", as per clause 11 above and after ascertaining successful operations.

(c) The remaining 15% of the ordered amount (as per item 1 of Annexure VI) will be paid, two months from the date of conclusion of "Training, Phase II" and attending to all the minor issues with the application software, raised during the trainings and incorporating into the application software, which may not have been included in the specification document, without any additional costs to AIR.

II. Payment of training charges (as per item 2 of Annexure VI) will be made after successful completion of training as per clause 11 above.

III. Hosting Charges (as per item 3 of Annexure VI), shall be paid post quarterly, starting after successful deployment / rollout, after a certificate of satisfactory services fulfilling the terms and conditions of hosting, is issued by the Nodal Officer. Nodal officer will be nominated by DG: AIR.

IV. Performance Bank Guarantee (PBG): The successful bidder has to furnish PBG amounting to 10% (ten percent) of the ordered value within 30 (thirty) days from date of issue of purchase order. PBG is to be submitted as per prescribed norms.

V. DG: AIR may issue separate purchase orders (PO) for AMC, at its discretion, after expiry of warranty period.

VI. AMC Charges: AMC charges shall be paid post quarterly after a certificate of satisfactory services fulfilling the terms and conditions of AMC, is issued by the Nodal Officer. Nodal officer will be nominated by DG: AIR.

13. Scope of AMC / Warranty

The scope of AMC will include for incorporation of statutory changes in relevant laws of the country like taxation, levies etc. and any guidelines issued by Government of India. Also any

minor changes or business logic changes, as required by AIR. Incorporation of all security patches/updates issued by the respective software providers, for all the software's being used by the application. All changes required due to change in the OS, databases, security etc. required by the hosting services. All other issues to keep the application running smoothly, keeping in view all aspects.

14. Eligibility Criteria



The bidder, in order to be eligible to provide the aforesaid services, must be offering IT services, Software products & software development services either in their own capacity or as part of a consortia and providing online integrated booking, billing and payment projects for National/international organisations. A bidder may choose to bid alone or through a consortium with only one Implementation Partner. In case of consortium bidding, the implementation partner will be the lead member for bidding & execution.

The bidder or the lead partner should be a Company registered under the Companies Act, 1956 or a Partnership registered under the Indian Partnership Act, 1932 for the last three years, with a minimum annual turnover of Rupees 5 Crore or more for the last three assessment years. Self-certified copies of Certificates from Chartered Accountants and ITR's for the three years are to be submitted. The software developing vendor or implementation vendor partner must have registered headquarters in India with PAN No, GST No and other statutory requirements and meet the following criteria.

a) Bids by a Consortium

The bid shall include a letter signed by both the members of the consortium who are bidding jointly for this work. (The format of the letter is provided in Annexure-VIII).

i. The lead member in the consortium will be the Implementation partner and an authorization letter duly signed by legally authorized signatories is required to be submitted. ii. The contract shall be signed between the lead member and AIR.

iii. The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of both members of the consortium, and shall be responsible for delivery of all provisions of the contract.

iv. The lead member shall be responsible for the entire execution of the Contract.

v. All payment transactions shall be done exclusively with the lead member of the consortium or as that agreed between the AIR and the consortium member(s) at the time of the award of the work.

vi. A firm/company may be a member in only one consortium and cannot be member of other consortium bidding against this tender.

vii. A notarized copy of the duly executed Consortium Agreement, entered into between the Software Developing bidder and Implementation partner shall be submitted with the technical bid.

b) The bidder has to submit the "Integrity Pact", as per Annexure XVIII, duly executed on plain paper, along with the bid/tender documents.

c) Other Eligibility Criteria:

i) The bidder should have successfully completed at least three online integrated booking, billing and payment projects for National/international organisations with the offered software solutions with a value of at least Rs. 20 Lakhs each for software development only (excluding hardware's and ancillaries), with one of the projects out of these three should be of value above Rs.50 lakh. Documentary evidence, as per Annexure XII, is to be submitted.

ii) An Indian bidder can submit bid on behalf of the consortium through Memorandum of Understanding (MOU) along with details of MOU. The other members of Consortium can participate in technical discussions and sign the minutes of such discussion meetings.



iii) All related documentary proof of meeting eligibility criteria must be submitted with the technical bid.

d)Pre Bid Meeting

A pre-bid meeting may be held, on a date, time and place to be notified / published later. Bidders desirous of participating in the pre-bid meeting, may submit their queries and suggestions, in writing on the authorized letterheads of their organizations. However, DG: AIR, reserves the right to reply, react and or reject any or all of the queries and suggestions.

e) Evaluation of Technical Bids.

The evaluation of technical bids shall be undertaken by a committee of the officers duly constituted for this purpose. The technical evaluation would be based on the following: i. The assessment of bidders meeting the eligibility criteria.

ii. The assessment of technical capability of bidder to carry out desired scope of work.

iii. The assessment of the capability of bidder to carry out desired scope of work in stipulated time as assessed on the basis of carrying out past works in preceding three to four years.

iv. The assessment of the requirements and quality of the solution offered by the bidders during presentation/demonstration which will be an essential requirement for bids to be technically qualified. The date and time of the demonstration will be communicated to bidders and may last more than one day. The demonstration of the offered application software should include majority of the required features defined in the scope of work. The bids of those bidders who fail to demonstrate the offered application software will be summarily rejected.

v. The commercial bids of only those bidders will be opened whose bids have been technically recommended by the Evaluation Committee.

vi. From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact AIR on any matter related to its Technical and/or Financial Proposal. Any effort by a bidder to influence AIR in the examination, evaluation, and recommendation for award of Contract may result in the rejection of its bid.

vii. On the basis of technical evaluation the eligible entities shall be identified and their financial bids shall be opened.

viii. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed and the financial bids are opened

f) Evaluation of Commercial Bids.

Lowest (L1) of the commercial bids will be determined solely by the total amount at item 6, column (A) of Annexure VI, of this document.



15. DELIVERABLES – LICENCES/CATALOGUE/LITERATURE /MANUALS OF THE SOFTWARE:

15.1 It will be mandatory that, along with the project completion certificate, Training/demonstration video, the bidder will send two copies of Documentation /Manuals of operation/Manual for troubleshooting, maintenance & repair, hard copies as well as in soft copy formats, to the following:

- i) DG: AIR, Akashvani Bhawan, Sansad Marg, New Delhi 11 0001.
- ii) CSU, Mumbai
- iii) CBS centres as per Annexure 1.

15.2 The bidder will send a copy of Documentation /Manuals of operation/Manual for troubleshooting, maintenance & repair, in soft copy format and Training/demonstration video, to all the AIR offices listed in the Annexure I to Annexure IV.

15.3 Copies of source code for application software developed and other third party software's that are necessary for functioning of the system on CD/DVD are to be provided to DG: AIR.

15.4 The bidder will send two copies of Documentation/ manuals of operation/ maintenance/ repairs, hard copies as well as in soft copy formats, to the consignee along with materials.

15.5 **Post Contract / Termination:**

All data and information acquired, gathered and result of use of this application software, stored in any form and format, is to be handed over to AIR in unencrypted form and erased from all formats of recording and storage of the bidder and service providers.

16. CONSIGNEE:

Commercial Section, DG: AIR, Akashwani Bhawan, Sansad Marg, New Delhi – 11 0001. commercial@prasarbharati.gov.in

<u>SECTION – III:</u> GENERAL TERMS AND CONDITIONS (GTC)

(Each page must be signed and returned along with your offer)

17. DEFINITIONS Unless inconsistent with or otherwise indicated by the context, following terms stipulated in this ORDER shall have the meaning defined hereunder.

17.1 Order shall mean written purchase order issued by this organization to the successful bidder including subsequent amendments to ORDER in writing thereof.

17.2 The Organization/Purchaser shall mean DG: AIR, Akashvani Bhawan, Sansad Marg, New Delhi, Indian acting on behalf of Prasar Bharati shall include all their legal representatives, successors and assignees.

17.3 Supplier/Contractor/Agency Shall mean any person or persons of firm or company in India as well as abroad whose bid has been accepted by this Organization and the legal representation, representatives, successors and permitted assignee of such person, persons, firm or company.



17.4 Sub-Contract shall mean ORDER placed by the SUPPLIER for any portion, of the ORDER or work sub-lettered with necessary written consent of this Organization on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

17.5 Sub-Contractor shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been sub-lettered by the SUPPLIER after necessary consent of this Organization.

17.6 Order Price shall mean the sum accepted or the sum calculated in accordance with the rates accepted by this Organization and amendments thereof and shall include all fees registration and other charges paid to statutory authorities, without any liability on the Organization for any of these charges unless specially agreed to, in writing by this Organization.

17.7 Delivery Period shall mean dispatch by the date specified in the ORDER.

17.8 Destination shall mean the location of the consignees for which this ORDER has been issued.

17.9 Equipment/Materials shall mean and include any equipment, instruments stores and goods to be supplied for under the ORDER and amendments thereto.

17.10 Drawing shall mean and include all Engineering sketches, general arrangements, layout drawing Sectional plans, all elevations etc. related to the ORDER together with modification and revision thereto.

17.11 Specifications shall mean and include detailed description, statements to technical data, performance characteristics and standards (Indian as well as international as applicable and as specified in the ORDER).

17.12 Inspectors shall mean any person or outside Agency nominated by this Organization to inspect equipment, materials and services, if any, in the contract stage wise as well as final before dispatch at SUPPLIERS Works and on receipt at destination as per the terms of the ORDER.

17.13 Tests shall mean such process or processes to be carried out by the SUPPLIER as are prescribed in the ORDER necessary by the Organization or their representative in order to ascertain quality, workmanship, performance and efficiency or equipment or part thereof.

17.14 Approval shall mean and include the written consent either manuscript typewritten or printed statement under over signature or seal as the case may be of the Organization or the representative or documents or other particulars in relation to the ORDER.

17.15 Language: All Contract Documents, all correspondence, and communications to be given shall be in English and the Contract shall be construed and interpreted in accordance.

17.16: If any of the Contract Documents, correspondence, or communications are prepared in any language other than English, the translation of such documents, correspondence, or communications shall prevail in matters of interpretation. The originating party, with



respect to such documents, correspondence, and communications shall bear the costs and risks of such translation.

17.17: Singular and Plural: The singular shall include the plural and the plural, the singular except where the context otherwise requires.

17.18: Headings: The headings and marginal notes in the CC are included for case of reference and shall neither constitute a part of the Contract nor affect its interpretation.

17.19: Persons: Words importing persons or parties shall include firms, corporations and government entities.

17.20 : Entire Agreement: The Contract constitutes the entire agreement between All India Radio and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date or Contract.

17.21: Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

17.22 : If the Supplier is consortium of two or more firms, all such firms shall be jointly and severally bound to All India Radio for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the consortium. The composition or constitution of the consortium shall not be altered without the prior written consent of All India Radio.

18. MISCELLANEOUS CLAUSES:

i. Single currency conversion for bid evaluation: To facilitate evaluation and comparison, All India Radio will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to the local currency of the purchaser's country (Indian Rupees) based on TT selling rate published by SBI prevailing on the date of opening of the Commercial bid.

ii. Insurance: The insurance and safety of all men and material of the vendor at All India Radio's site shall be the responsibility of the vendor.

iii. Solvency of the Supplier: Supplier or any member of the consortium should not be in the process of selling the company or filing for bankruptcy at time of signing of contract. The supplier shall promptly intimate the purchaser as soon as he or any member of the consortium begins proceedings for selling or filing for bankruptcy.

19. FORCE MAJEURE:

"Force Majeure" shall mean any event beyond the reasonable control of All India Radio or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:



a. War, hostilities, or warlike operations (whether a state of war be declared or not) invasion, act of foreign enemy, and civil war.

b. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.

c. strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague.

d. Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightening, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation. 1. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force majeure within fourteen (14) days after the occurrence of such event. 2. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended. 3. The party or parties affected by the event of Force majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract. 4. No delay or non-performance be either party to this Contract caused by the occurrence of any event of Force Majeure shall: (a) Constitute a default or breach of the contract. (b) Give rise to any claim for damages of additional cost or expense occasioned by the delay or non-performance; if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force majeure during the time period covered by the Contract, a mutually acceptance solution would be found.

20. SUBJECT MATTER OF CONTRACT

20.1: Scope of the Project: Unless otherwise expressly limited in the CC or Scope of the work, the Supplier's obligations involve Develop/Customize, implementation, integration, achieving, go-live operational acceptance, modifications and training of proposed software for all Services in accordance with the plans, procedures, specifications and any other documents specified in the Contract and the Agreed and Finalized Project Plan.

20.2 : The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items, services materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Go-Live Operational Acceptance of the Project as if such work and/or items and Materials were expressly mentioned in the Contract.



20.3: Time for Commencement and Go-Live Operational Acceptance: The Supplier shall commence work on the project within 1 week from date of issue of Letter of Acceptance. The Supplier shall thereafter proceed with the supply/development, installation, implementation and integration of the project in accordance with the time schedule specified in the Agreed and Finalized Project Plan.

20.4: The Supplier shall achieve Go-Live Operational Acceptance of proposed software or Subsystem (s) in accordance with the time schedule specified in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled.

20.5 : Supplier's Responsibilities :

i. The supplier has the primary responsibility for conducting the software Requirement Study, Commissioning Acceptance Tests and the go-live Operational Acceptance Test (s). A report of SRS is required to be submitted as per the specified time band and mutually agreed upon.

ii. The Supplier shall be responsible for timely provision of all resources, information and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance. Failure to provide such resources, information and decision making any constitute grounds for termination.

iii. The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

iv. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless All India Radio from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, but without prejudice. The Supplier shall not indemnify All India Radio to the extent that such liability, damage, claims, fines, penalties and expenses were caused or contributed to by a fault of All India Radio.

v. The Supplier shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The supplier will provide the Resumes of personnel to be staffed on the project. All personnel must have worked with the supplier for a minimum of twelve (12) months, shall preferably have worked on the modules they have been assigned to work under proposed project implementation. In particular, the key personnel namely the Project Leader, Module Leaders, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience in terms of relevance and number of years required to implement the project. Should the profile of any personnel be not acceptable to Prasar Bharati, All India Radio will require the Supplier to suitably replace such personnel. They are to be assigned to the project on full time basis. The key personnel as deployed for the project by the vendor will in no case claim any



regular employment in Prasar Bharati, and their PF, Gratuity and statutory liabilities will be borne by the supplier.

vi. If for any reason beyond the control of the supplier, there arises a need to replace any personnel, the supplier shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of Prasar Bharati.

vii. The Supplier shall provide personnel who, under the Contract agreement shall not engage in any other business or professional activity in India/abroad during their work at Prasar Bharati.

viii. The Supplier is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to All India Radio elsewhere in the Contract. ix. The supplier will have primary responsibility for the successful running and stabilization of the Project.

x. The agency shall prepare a Bill of Material indicating the versions/models of software/hardware along-with Technical Bid and submitted.

20.6 All India Radio's Responsibilities:

i. All India Radio shall ensure the accuracy of all information and/or data to be supplied to the agency.

ii. All India Radio shall be responsible for timely provision of core team and necessary resources, information and decision making under its control that are necessary to reach an agreed and Finalized Project Plan. i. All India Radio shall provide the office space, furniture and other supporting facilities within its premises for the Supplier's team in accordance with the Agreed Project Plan. ii. All India Radio shall be responsible for timely provision of resources, necessary access, and information necessary for the Development/Customization, Installation, Acceptance testing, Training and Go-Live Operational Acceptance if the activity shown is on critical path. iii. All India Radio will designate appropriate staff for the training courses to be given by the Supplier and shall endeavor to make all appropriate logistical arrangements for such training as specified in the CC, the Agreed and Finalize Project Plan, or other parts of the Contract.

20.7 Intellectual Property

20.7.1 Copyright

i. The Intellectual Property Rights of the proposed application software shall remain vested with Prasar Bharati.

ii. All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to the Supplier and used to perform the obligations under this Agreement shall remain vested in the Supplier (the Supplier Properties). Any additions during the process of customization or new inventions made in the course of performance of services, that part of the software IPR shall be vested with Prasar Bharati. Any licenses obtained from the principal vendors against tools, utilities, OS etc. shall be in the name of Prasar Bharati throughout the AMC period.



20.7.2. Non-disclosure of Information

i. Prasar Bharati and the Supplier ("the Receiving Party") shall each keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information and

(a) Furnished directly or indirectly by the Disclosing Party in connection with this Contract; or

(b) Where the Supplier is the Receiving Party, information generated by the Supplier in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of Prasar Bharati, whether such information has been furnished or generated prior to, during or following termination of the Contract, perform their work under their support service Contracts; and

(ii) to its affiliates and subsidiaries in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations as if that person were party to the Contract in place of the Receiving Party; (iii) and in such case shall be liable for any breach of confidentiality obligations by the receiving party as stated in sub clauses (i) and (ii) above.

21. DESIGNS, PATENTS AND ROYALITIES

If any material used or methods or processes practiced or employed in the manufacture of items to confirm with the requirement of the contract is/are covered by a patent (s) in respect of which contractor is not licensed, the contractor shall before using the material, method or process, as the case may be, obtain such license (s) and pay such royalty (ies) and license fee (s) as may be necessary. The contractor, shall keep the Organization indemnified from and

against any and all claims, actions demand and proceedings whatsoever brought or made against the organization on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to do or in connection with any work executed by the contractor shall at their own risk and any work executed by the contractor shall at their own risk and expense defend any suit for infringement or patent or like suit brought against the Organization (whether with or without the contractor being a party thereto and shall pay damages and costs awarded in such suit and keep the Organization indemnified from and against all consequence thereof.

22. FALL CLAUSE

(i) The price for the stores under the contract/Supply order by the contractor/Supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser or any department or the Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be during the currency of the contract supply order.



(ii) If at any time, during the said period the contractor/supplier or his agent / principal / dealer as the case may be reduces the sales price, sells or offers to sell such stores to any persons/organizations including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State or any statutory undertaking of the Central or State Govt. as the case may be ate price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this supply order and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will however, not apply to; (a) Exports by the contractor/supplier or (b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.

(i) The contractor/supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this supply order/contract: "I/we certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the (DG : AIR, Akashvani Bhawan, Sansad Marg, New Delhi), under the contract/supply order here in and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central Govt. or any Department of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the supply order/contract whichever is later at a price lower than the price charged to the Organization under the contract/supply order except for quantity of stores categories under sub-clauses (a) and (b) of sub Para, (ii) above".

23. FAILURE AND TERMINATION CLAUSE

23.1 Termination at Prasar Bharati's Convenience

a. All India Radio/ Prasar Bharati may at any time terminate the Contract for any reason by giving the Supplier a thirty days (30) notice of termination.

b. Upon receipt of the notice of termination, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Prasar Bharati may specify in the notice of termination for the sole purpose of protecting that part of the implementation already executed, or any work required to leave the site in a clean and safe condition.

23.2 Termination for Supplier's Default

All India Radio/Prasar Bharati without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier.

(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or , if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or



assets, or if the Supplier takes or suffers any other analogous action in consequence of debt; if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision, or

(b) if the Supplier, in the judgment of All India Radio, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

23.3: If the Supplier:

(a) Has abandoned or repudiated the Contract:

(b) Has without valid reason failed to commence work on the proposed software promptly.

(c) Persistently fails to execute the obligations under the Contract in accordance with the contract or persistently neglects to carry out its obligations under the Contract without just cause.

(d) Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the development of software in the manner specified in the Agreed and Finalized Project Plan furnished at rates of progress that give reasonable assurance to All India Radio that the Supplier can attain commissioning of the project.

(e) Upon receipt of the notice of termination, the Supplier shall, either immediately or upon such date as is specified in the notice of termination.

(i) Cease all further work, except for such work as All India Radio may specify in the notice of termination for the sole purpose of protecting that part of the software already executed or any work required to leave the site in a clean and safe condition.

(ii) Deliver to All India Radio all drawings, specifications and other documents prepared by the Supplier as at the date of termination in connection with the proposed software.

(f) All India Radio may enter upon the site, expel the Supplier, and complete the software itself or by employing any third party. The Supplier shall thereafter without delay and at its costs remove or arrange removal of the Supplier's Equipment/Man Power from the site.

(g) If All India Radio completes the said project, the cost of completing the project by All India Radio shall be determined. If the sum that the Supplier is entitled to be paid, plus the reasonable cost incurred by All India Radio in completing the Project exceeds the Contract Price, the Supplier shall be liable for such excess but limited to 100% of the Contract Price, provided this limitation shall not apply to any obligation of the Supplier to indemnify All India Radio with respect to copyright, patent infringement, workman compensation and criminal misconduct. If such excess is greater than the sums due to the Supplier, the Supplier shall pay the balance to All India Radio, and if such excess is less than the sums due to the Supplier, All India Radio, shall pay the balance to the Supplier. All India Radio and the Supplier shall agree, in writing, on the



computation described above and the manner in which any sums shall be paid.

24. SETTLEMENT OF DISPUTES:

i. If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specification, design, drawings, estimates, schedules, annexure, orders, instructions, the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to his contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the compilation or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Chief Executive Officer, Prasar Bharati.

ii. There will be no objection to any such appointment that the arbitrator so appointed is an employee of this Organization or that he had to deal with the matters to which contract relates and that in the course of his duties as this Organization employees he had expressed views on all and that in the course of his duties or difference. If an arbitrator to whom the matter is referred dies or refuse to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Chief Executive Officer, Prasar Bharati to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to Chief Executive Officer, Prasar Bharati to this effect failing which the arbitrator will be entitled to proceed de-novo.

iii. It is a further term of this contract that no person other than the person appointed by the Chief Executive Officer, Prasar Bharati as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator (s) may from time to time, with the written consent of the all the parties to the contract enlarge the time for making and publishing the award.

iv. It is a term of a contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause.

v. It is also term of the contract that contractor shall not stop this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

vi. The arbitrator shall give reasoned award in respect of each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the Indian law.

vii. The Venue of the arbitration shall be at Delhi, India. Subject to as aforesaid, the provision of the Indian Arbitration and conciliation Act, 1996 and any statutory modifications or reenactment there of rules there under and for the time being in force shall apply to them.

* * * * *



ANNEXURE I

LIST OF CBS STATIONS OF AIR

- 1. Ahmedabad
- 2. Bengaluru
- 3. Bhopal
- 4. Chandigarh
- 5. Chennai
- 6. Cuttack
- 7. Delhi
- 8. Hyderabad
- 9. Jaipur
- 10. Kanpur
- 11. Kolkata
- 12. Mumbai
- 13. Patna
- 14. Srinagar
- 15. Thiruvananthapuram
- 16. CSU, Mumbai



<u>ANNEXURE – II</u>

LIST OF FM STATIONS OF AIR

1. FM RAINBOW (25)

BANGALURU CHANDIGARH CHENNAI COIMBATORE CUTTACK DELHI HYDERABAD JALLANDHAR KANPUR KOCHI KODAIKANAL KOLKATA, LUCKNOW, MADURAI MUMBAI PANAJI PATNA PUDUCHERRY RAEBARELI RANCHI SHILLONG TIRUCHIRAPALLY TIRUNELVELI VIJAYAWADA VISHAKHAPATNAM

2. FM GOLD (5)

CHENNAI, DELHI, KOLKATA LUDHIANA & MUMBAI



Annexure III

LIST OF PRIMARY CHANNEL STATIONS & LOCAL RADIO STATIONS, OF AIR

GROUPING OF PRIMARY CHANNEL STATIONS, INCLUDING LOCAL RADIO STATIONS.

1. Group I (4 Stations)

Delhi, Chennai, Kolkata and Mumbai

2. Group-II (13 stations)

Ahmedabad/Vadodara, Bengaluru, Bhopal, Coimbatore, Hyderabad, Indore, Jaipur/Ajmer, Kochi (LRS), Kozhikode, Lucknow, Nagpur, Patna and Pune.

3. Group III (28 stations)

Agra, Allahabad, Aurangabad, Cuttack, Gorakhpur, Guwahati, Gwalior, Jabalpur, Jalandhar, Jamshedpur, Jodhpur, Kota (LRS), Madurai, Najibabad, Nasik (LRS), Panaji, Raipur, Rajkot, Rampur, Ranchi, Rohtak, Srinagar, Thiruvananthapuram, Tiruchirappalli, Thrissur, Varanasi, Vijayawada and Vishakhapatnam.

4. Group IV (70+85=155 Stations)

4a. Primary Channel Stations (70)

Agartala, Ahwa, Aizwal, Almora, Ambikapur, Barmer, Bhadarwah, Bhdrawati, Bhagalpur, Bhawanipatna, Bhuj, Bikaner, Chattarpur, Churu, Darbhanga, Dharmshala, Dharwad, Dibrugarh, Gangtok, Gulbarga, Hassan, Idduki, Imphal, Itanagar, Jagdalpur, Jaisalmer, Jalgaon, Jammu, Jeypore, Kadapa, Kannur, Kargil, Kavarati, Kohima, Kokrajhar, Kolhapur, Kothagudam, Kurseong, Leh, Lungleh, Mangalore/Udupi, Markara, Mathura, Mysuru, NES Shillong, Obra, Ooty, Parbhani, Passighat, Pauri, Port Blair, Puducherry, Ratnagiri, Rewa, Shahdol, Sambhalpur, Sangli, Shillong, Shimla, Shivpuri, Silchar, Siliguri, Suratgarh, Tawang, Tezpur, Tezu, Tirunelveli, Tura, Tuticorin and Udaipur.

4b. Local Radio Stations (85)

Adilabad, Ahmednagar, Akola, Alwar, Amravati, Anantpur, Balaghat, Banswara, Bareilly, Baripada, Beed, Behrampur, Belonia, Betul, Bhatinda, Bilaspur, Bolangir, Chaibasa, Chandarpur, Chhindwara, Chitradurga, Chittorgarh, Churachandpur, Daltonganj, Daman, Dharampuri, Dhule, Diphu, Faizabad, Godhara, Guna, Halflong, Hamirpur, Hazaribagh, Himmatnagar, Hissar, Hospet, Jhalawar, Jhansi, Joranda, Jorhat, Jowai, Kailashahar, Karaikal,, Karwar, Kathua, Keonjhar, Khandwa, Kurnool, Kurukshetra, Macherla, Mandla, Manjeree, Markapuram, Mokokchung, Mount-Abu, Murshidabad, Nowgong, Nagarcoil, Nagaur, Nanded, Nizamabad, Oras(Sindhudurg), Osmanabad, Patiala, Poonch, Puri, Purnea, Raichur, Raigarh, Rajgarh, Rourkela, Sagar, Saraipally, Sasaram, Satara, Sawai Madhopur, Shantiniketan, Solapur, Soro, Tirupati, Vijayapura, Warangal, Yavatmal and Ziro.

Annexure IV



LIST OF VIVIDH BHARATI STATIONS

GROUPING OF VIVIDH BHARATI STATIONS

Group – A (9):

Ahmedabad, Bengaluru, Chennai, Delhi, Hyderabad, Kolkata, Mumbai, Nagpur and Pune.

Group – B (18):

Allahabad, Bhopal, Chandigarh, Gorakhpur, Indore, Jaipur, Kanpur, Kozhikode, Lucknow, Patna, Raipur, Rajkot, Ranchi, Surat, Thiruvananthapuram, Vadodara, Varanasi and Vijayawada.

Group – C (14):

Cuttack, Dharwad, Gulbarga, Guwahati, Jabalpur, Jalandhar, Jammu, Jamshedpur, Jodhpur, Panaji, Rohtak, Siliguri, Srinagar and Udaipur.



ANNEXURE-V

List of Abbreviations/ Definitions

A I R : All India Radio

A M C : Annual Maintenance Contract

B C : Broadcast Counter

B C : Broadcast Certificate.

BG : Bank Guarantee

C C S : Commercial Cue Sheet

C B S : Commercial Broadcasting Services

C E R T - In : Computer Emergency Response Team - India

C R D : Commercial and Revenue Division.

C R M: Customer Relationship Management

D C S : Daily Cue Sheet

DG: AIR : Directorate General All India Radio

F C T : Free Commercial Time

F P C : Fixed Point Chart

G I G W : Guidelines For Indian Government Websites

L R S : Local Radio Station

- M C : Maintenance Contract
- MEITY: Ministry of Electronics and Information Technology N A B M : National Academy of Broadcasting & Multimedia N I C: National Informatics Centre O E M : Original Equipment Manufacturer P B: Prasar Bharati P B S: Prasar Bharati Secretariat P C S : Program Cue Sheet P O : Purchase Order
- R H B : Rights Holding Broadcaster

R M C : Revenue Management Company

R O : Release Order

S R S : Software Requirement Study

STQC: Standardization Testing and Quality Certification

Note:

The names Prasar Bharati / Prasar Bharati Secretariat / DG : AIR / All India Radio /AIR / Doordarshan, where ever referred to in these documents, have been used interchangeably and all are to be treated as procuring agency i.e. Prasar Bharati.

ANNEXURE- VI



PRICE BID/TECHNICAL BID FORMAT

(To be submitted on Company's letter head in Financial Bid with prices and another copy without prices in technical bid)

Ref:

Date:

To,

(Tender Issuing Authority)

Dear Sir,

<u>Sub:</u> Price Bid for Supply/development, Implementation, training and Integration of software for billing, booking and Traffic for All India Radio vide tender no.

In continuation of our Price Bid for the above mentioned business solution, we give below the breakup of the lump sum price of the complete project separately for each component.

Price Break Up for Main Components

Sr. No.	Items	Description	Rate (INR) (A)	% Taxes (B)	Total Amount (INR) (C)
1	Supply/development/customization, Implementation, acceptance testing, data migration, Integration of payment gateway and software for Billing, Booking & Scheduling Software, for AIR as per Section II, including two years warranty.				
2 (a)	Training	Phase I			
2(b)		Phase II			
3	Quarterly charges for hosting on Meity/NIC approved/empaneled cloud services including 500GB scalable storage in cloud.(Rates to be valid for five years)				
4	AMC Charges of application software per quarter (for Five years) after warranty period.				
5		FOTAL			
	Total amount of column (A) in words				



	Optional AMC : Charges per quarter (for three extendable	1 st Yr.		
6	years) after seven years as at item 4 above. This will not be factor for determining L1	2 nd Yr.		
		3 rd Yr.		

Note:1.	Quarter refers to three(3) calendar months. For items at 3 & 4, rates per
	quarter only, are to be quoted.

- 2. Please indicate the price both in figures as well as in words.
- 3. Lowest bidder (L1) will be calculated, based on the prices quoted in column (A) in the above table taking into account the present value of the payments to be made in future (post quarterly) by using the following formula:
 - Effective price = [Column A Row1 + Column A Row 2(a) + Column A Row 2(b) + (16.35 x Column A Row 3) + (14.02 x Column A Row 4)]
- 4. Please give break up of taxes. Taxes applicable on the date of opening the financial bid will apply.
- 5. Prices are to be quoted in INR only.

Suggestive Bill of Material (BOM) for cloud Hosting Solution for AIR

Sr. No.	Description	Remarks
1	EQUIVALENT TO THE FOLLOWING; Enterprise class cloud servers of suitable scalable configuration to ensure smooth, lag & drag free execution of the software application, along with scalable Internal storage, etc. (To be used as applications server and database server) Vendor has to submit a copy of proposed BOM.	
2	Disk based backup system demographically spread out.	
3	Required Operating Systems like Microsoft Windows Server 2012, Linux Enterprise Server Red Hat Enterprise Linux, Red Hat Enterprise Virtualization, SQL Server etc. required to run the applications and database.	
4	COMPUTE – TENANCY: The cloud should offer single tenant Instances/VMs that run on hardware dedicated to a single user.	



COMPUTE – HOST AFFINITY: The cloud should have the ability to launch an Instance/VM and specify that this Instance/VM always restarts on the same physical best				
this instance, vivi always restarts on the same physical host.				
COMPUTE – SCHEDULING MECHANISM:				
The cloud should offer any way to schedule and reserve additional compute				
capacity on a recurring basis, i.e. daily, weekly, monthly schedule.				
OBJECT STORAGE – POLICY-DRIVEN MANAGEMENT:				
The cloud should have the capability for creation and use policies to manage				
stored data, its lifecycle, and tier-ing settings.				
OBJECT STORAGE – LOCATION AND TIME-BASED POLICIES:				
The cloud should offer users the capability to create policies that can restrict				
access to the data based on user/request location and time of request.				
OBJECT STORAGE – NOTIFICATIONS:				
The cloud should offer the ability to send notifications when certain events				
happen at the object level (i.e. addition/deletion operations).				
FILE STORAGE – REDUNDANCY:				
The cloud should redundantly store the file system objects (i.e. directory, file,				
and link) across multiple data centres or facilities to achieve higher levels of				
Any other item/system required to complete the application software work				
satisfactorily.				
	The cloud should have the ability to launch an Instance/VM and specify that this Instance/VM always restarts on the same physical host. COMPUTE – SCHEDULING MECHANISM: The cloud should offer any way to schedule and reserve additional compute capacity on a recurring basis, i.e. daily, weekly, monthly schedule. OBJECT STORAGE – POLICY-DRIVEN MANAGEMENT: The cloud should have the capability for creation and use policies to manage stored data, its lifecycle, and tier-ing settings. OBJECT STORAGE – LOCATION AND TIME-BASED POLICIES: The cloud should offer users the capability to create policies that can restrict access to the data based on user/request location and time of request. OBJECT STORAGE – NOTIFICATIONS: The cloud should offer the ability to send notifications when certain events happen at the object level (i.e. addition/deletion operations). FILE STORAGE – REDUNDANCY: The cloud should redundantly store the file system objects (i.e. directory, file, and link) across multiple data centres or facilities to achieve higher levels of availability and durability. Any other item/system required to complete the application software work			

AFFIRMATION

We affirm that the total price given above represents the entire cost to complete the work in accordance with the scope of work and is inclusive of all expenses and incidentals etc. In particular, the price is also inclusive of cost of any development cost, maintenance cost, App development Cost, App Maintenance Cost, Internet facilities, License fee, travel, boarding & lodging, Infrastructure requirements such as PCs, Laptops, data cards, application software, bandwidth requirement, any special equipment required for management, installation etc. and no claim will be made on account of any increase in expenses to be incurred or towards fulfillment of the scope of work during the validity of the notification of award. (Please note that the bidders should also submit the detailed work out sheet of the bid amount to ascertain its reasonableness)

Place: Date:

(Signature of the Authorized Person)

(Name of the Authorized Signatory Designation Contact Details

Company Seal