PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
PRASAR BHARATI SECRETARIAT
PRASAR BHARATI HOUSE, COPERNICUS MARG, NEW DELHI

No: - 03(1)11/E-Procurement/2012/D (P)/Vol-II   Date: 9 May 2019

Sub: Draft Specification of Tender document for E tendering Portal service to Prasar Bharati

Prasar Bharati intends to engage Application Service Provider (ASP) for providing customized service to implement e-tendering, e-procurement, e-auction system for procurement of all goods, works and services at all the offices of Prasar Bharati, includes All India Radio, Doordarshan and all establishments of Prasarbharati across the country.

Comments are solicited on the draft specifications of Tender document, not later than the due date i.e. 23 may 2019, from the genuine contenders /solution providers to encourage competition and quality responses/bidding, on the address given below.

Email: ravindrantp@prasarbharati.gov.in
        or
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For Prasar Bharati

1

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

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

प्रसार भाराती सचिवालय
प्रसार भारती भवन,
कापरनिकस मार्ग,न्यू दिल्ली
110001

TENDER DOCUMENT

for

E-Procurement service provider in all the Offices of PB, AIR and DD all over in India

Address: PRASAR BHARATI (India's Public Service Broadcaster)
                  IT DIVISION
                  PRASAR BHARATI SECRETARIAT,
                  PRASAR BHARATI HOUSE, TOWER – 'C'
                  COPERNICUS MARG, NEW DELHI – 110001.
                  Website: www.Prasar Bharati.gov.in

TENDER Notice.No.03(1)11/E-Procurement/2012/D(P)/Vol-II 2018 dated ....

SLNo.	CONTENTS	
1.	**NIT and Eligibility conditions**	
2.	**Instructions to bidders**	
3.	**Commercial Conditions of the contract**	
4.	**Specifications and Technical Conditions of the Contract**	
5.	**Schedule of Requirements**	
6.	**CVC Compliance check list**	Annexure-I
7.	**Price schedule**	Annexure-II
8.	**Technical Bid Letter/ Bid Form**	Annexure-III&IV
9.	**Performance Security Guarantee Bond**	Annexure-VI
10.	**Letter Of Authorisation For Attending Bid Opening**	Annexure-VII
11.	**No Deviation Cetificate**	Annexure-IX
12.	**Declaration of not blacklisted**	Annexure-X

1. NIT and eligibility conditions

1.1. Prasar Bharati is a Statutory Autonomous body established under Prasar Bharati Act. It is the Public Service Broadcaster of the country, with Akashvani (All India Radio) and Doordarshan as its two constituents. It came into existence on 23rd November, 1997 with the mandate to organize and conduct public broadcasting services to inform, educate and entertain the public and to ensure a balanced development of broadcasting on radio and television. Prasar Bharati is interested to engage Application Service Provider (ASP) for providing customized service to implement e-tendering, e-procurement, e-auction system for procurement of all goods, works and services at various offices of Prasar Bharati. This includes organisations under Prasar Bharati namely All India Radio and Doordarshan along with their establishments across the country.

1.2. In order to save cost and time, achieve process efficiencies and maintain transparency, fairness and equal opportunity in auctions/ tendering processes of procurement, Prasar Bharati intends to avail the services of an Application Service Provider.

1.3. Prasar Bharatialso wants to use the service provider's infrastructure required forsuccessful e-tendering and e-auction for PrasarBharati offices. Bidder should list all elements and dependencies in its offer submitted for consideration of its bid viz.Web portal, Hardware, Software, Connectivity, Training and other Services for managing and conducting various events.

1.4. Invitation of Bids: Prasar Bharati invites sealed tenders under two stage bidding system i.e. Technical bid and Price bid. No contractual obligation on behalf of Prasar Bharati whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by officers duly authorized by Prasar Bharati and the successful bidder.

1.5. The procedure and terms & conditions for submission of bid are enumerated in this document.

1.6. Important information relating to NIT is given as below:

S. No.	Particulars	Bid Detail
1	NIT No:	No.03(1)11/E-Procurement/2012/D(P)/Vol-II 2018
2	Bid Security/ EMD:	Rs. 25,000/- (Rupees Twenty-five thousand--only)
3	Validity of Tender	180 days from the Opening of the tender.
4	Currency of Payment:	INR (Indian Rupees)
5	NIT System :	Two Bid System
6	Mode of Bid Submission :	E-Bid at https://www.tenderwizard.com/PB
7	Price to be Quoted:	The price shall be firm and inclusive of all applicable taxes & duties including applicable GST.
8	Contact person:	Assistant Engineer (IT), Room No. 809, Prasar Bharati Secretariat, Tower-C, Prasar Bharati House, Copernicus Marg, New Delhi-110001
9	Tender Category (Services/ Goods/ works)	Service
10	Type/ Form of Contract (Work/ Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Service
11	Payment Mode for EMD and bid security (Online/ Offline)	Offline
12	Date of Issue/ Publishing	
13	Document Download/ Start Date	
14	Document Download/ End Date	
15	Pre- Bid Meeting	
16	Bid submission Start Date	
17	Last Date and Time for Submission of Bids	
18	Date and Time of Opening of Technical Bid	

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

1.8. **EligibilityConditions:**Only those Bidders who fulfill the following criteria are eligible to respond to the Tender. Documents in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders that do not fulfill any of the following eligibility criteria are liable to be rejected.

S.No.	Criteria	Proof to be submitted
1.8.1.	The bidder should be a company incorporated in India under Companies Act, 1956/2013 or a Partnership registered under the Indian Partnership Act, 1932 or a Partnership registered under the Limited Liability Partnership Act, 2008 or a Government Undertaking or a Government Autonomous body.	Copy of Certificate of Incorporation or copy of partnership deed or copy of the relevant notification.
1.8.2.	Bidder should have minimum annual turnover of Rs. 5 Crores during the last three financial years (2015-16, 2016-2017 & 2017-18). This must be the individual company turnover and not that of any group of companies.	Copies of the audited balance sheet and Profit and Loss Statement.
1.8.3.	The Bidder should be providing e-Tendering (e-Procurement, Reverse auction and Forward Auction) services (ASP) to Government/ PSUs and other government offices only for a minimum of last 5 years using the same platform/solution that is being offered in this bid.	Performance certificates from users organisations to whom bidder is providing services for last 5 years using the offered solution/ platform.
1.8.4.	The e-procurement solution proposed by the bidder and related system should conform to the requirements of the IT Act 2000, amended IT Act 2008, CVC and Govt. of India guidelines for e-procurement and GFR Guidelines.	1. CVC Guidelines checklist as per Annexure – I. 2. Self-Certification by the bidder for conformity to IT Act, GOI guidelines, GFR, etc.
1.8.5.	The proposed e-procurement / e tendering and e-auction application and hosting infrastructure should be STQC certified.	Valid STQC Certificate.
1.8.6.	The bidder should have a support offices in Delhi/ NCR region, Mumbai, Chennai, Kolkata, Bengaluru, Guwahati.	Support office address.
1.8.7.	Bidder should have PAN India Service experience, so that it can extend support all over the PB offices across the India.	Self-certification
1.8.8.	The bidder should have ISO:27001 certificate for conducting e-procurement activities	Copy of ISO Certificate
1.8.9.	The successful bidder of the offered Service Solution for e-Procurement should be either Original Equipment Manufacturer (OEM) of the offered product or a partner duly authorised by the OEM.	In case of OEM, self-declaration by OEM. Or, In case of authorised partner, copy of the authorisation letter from the OEM along with binding agreement between bidder and the OEM.
1.8.10	The Bidder should be registered with Income Tax and GST.	1. Copy of PAN card. 2. Copy of GST registration
1.8.11	Presently the company should not be blacklisted/ barred/ disqualifiedby any Govt. Department/ PSU/ PSB/ AutonomousBody.	Declaration by the bidder on affidavit as per Annexure-IX

2. Instructions to the Bidders:

2.1. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Tender document. Failure to furnish any information required by the Tender document or to submit a bid not substantially responsive to the Tender document in every respect will be at the Bidder's risk and shall result in the rejection of its bid.

2.2. No Deviation from Specifications, Terms & Conditions of the document is allowed. Offer having deviation from specifications and/ or terms & conditions would be rejected.

2.3. **Bid Security/ Earnest Money Deposit (EMD):**The bidder shall submit EMD of Rs. 25,000/- (Rupees Twenty Five Thousand Only) drawn from any scheduled bank by way of demand draft/ pay order.

2.3.1. The demand draft should have been issued on or after the issue of this NIT but not later than the last date of this NIT.

2.3.2. The Demand Draft/ Pay order of EMD should be submitted in favour of "DDO, Prasar Bharati Secretariat, New Delhi" payable at New Delhi. Online Bids must be accompanied by Scanned copy (PDF Format) of Earnest Money Deposit (EMD). The original demand draft should be submitted to the NIT Authority, on or before the due date and time of bid submission. The details of the EMD uploaded should tally in all respect with the original demand draft/ pay order submitted. In case of failure, the uploaded bid will be summarily rejected.

2.3.3. Security Deposit may be forfeited, if bidder fails to meet any of the following conditions:

2.3.3.1. If bidder withdraws Bid or makes any modification in the terms and conditions of the NIT which are not acceptable to Prasar Bharati, during the period of Bid Validity;

2.3.3.2. If the successful bidder fails to sign contract;

2.3.3.3. If the successful bidder fails to furnish Performance Bank Guarantee of requisite amount and valid for a period as mentioned in this tender.

2.3.3.4. If the successful bidder fails to comply with any of the terms of NIT or Contract;

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

2.3.4. The EMD of the unsuccessful bidders will be returned with in 90 days, after completion of process of selection of the successful bidder. The EMD of the successful bidder will also be returned after submission of requisite Performance Bank Guarantee.

2.3.5. No interest is payable on the amount of EMD.

2.4. DOCUMENTS TO BE SUBMITTED WITHBIDS:

2.4.1. Technical Bid Letter (Annexure-III)

2.4.2. Bid form (Annexure-IV)

2.4.3. Demand draft/ pay order forEMD.Copy of EMD to be uploaded. Original EMD should be sent by post/ deposited by hand.

2.4.4. Letter of authority to sign bid documents.

2.4.5. Documentary proofs to meet all the eligibility criteria mentioned under Para 1.8

2.4.6. Copy of Certificate of Incorporation or copy of partnership deed or copy of the relevant notification.

2.4.7. Copies of the audited balance sheet and Profit and Loss Statement.

2.4.8. Performance certificates from userorganisations to whom bidder is providing services for last five years using the offered solution/ platform.

2.4.9. Signed CVC Guidelines Compliance checklist as per Annexure-I

2.4.10. Self-Certification by the bidder for conformity to IT Act, GOI guidelines, GFR etc.

2.4.11. Copy of valid STQC Certificate.

2.4.12. Self-Declaration mentioning contact details of support officesat various locations.

2.4.13. Self-certification regarding Pan India service experience

2.4.14. Copy of ISO:27001Certificate

2.4.15. In case of OEM, self-declaration by OEM or, In case of authorised partner, copy of the authorisation letter from the OEM along with binding agreement between bidder and the OEM.

2.4.16. Copy of PAN card.

2.4.17. Copy of GST registration.

2.4.18. Declaration of non-blacklisting of the bidderon affidavit as per Annexure-IX.

2.4.19. Nil Deviation Certificate as per Annexure–VIII.

2.4.20. Letter of authority for attending Bid opening event as per Annexure-VI. (to be furnished at the time of attending the said meeting)

2.5. Tenderer should provide services at zero setup charge.

2.6. The method of selection is: Quality & Cost Based Selection (QCBS) as per the table mentioned below.

2.7. Bid Evaluation

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

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

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

2.7.4. Evaluation of Proposals:

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

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

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

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

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

2.7.10. The bidders are required to score minimum 70% technical points (quality) to qualify for opening of financial proposal.

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

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

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

S. No	Evaluation Criteria	Max. Scores	Section Total	Documents required
	e-Procurement experience of bidder			
1	(i) No. of years of offering e-tendering by ASP: 1 marks for every completed year beyond 5 year. (Max. Marks=15)	15	40	Performance certificates from user organisations for each successful contract, showing number of years clearly to award marks.
	(ii) No of years of offering e-auction (forward & reverse) by ASP: 1 marks for every completed year beyond 5 year (Max. Marks=15)	15		
	(iii) For STQC Certificate= 5 Marks	5		Copy of valid Certificate
	(iv) For ISO 27001 = 5 Marks	5		
	Geographical Work Experience			
2	Support Services for offered system in states At least 10 States of offered e-tendering platform for over 5 years = 15 Marks At least 10 States of offered e-tendering platform for over 3 years = 10Marks	15		Performance certificates from user organisations
	Experience of PAN India implementation for a single project for e-tendering Services with local support (currently running projects only covering at least 25 States/ UTs) = 5 Marks	5		Performance certificates from user organisations
	Large Number of e-tenders hosted on offered platform for One Customer in the past 10 Years: Over 30,000 Tenders for one single implementation in 10 years = 10Marks 10,000 to 30,000 Tenders for one single implementation in 10 years = 5 Marks	10	40	Performance certificates from user organisations

	Integration of offered solution with 3rd Party applications AND Payment Gateway
	   - Payment Gateway + ERP integration = 10 Marks
	   - Only Payment Gateway integration = 05 Marks
		10		Performance certificates from user organisations

3.	Number of e-Procurement implementation of offered platform on ASP Model for central/ state PSU: -Implementation in each State/ Central PSU/ Ministry/ Government Organisation will be awarded 1 mark. Maximum 10 marks will be awarded for 10 such implementations in different Govt. Organisations.	10	10	Self certificate with customer, project details/ Customer Testimonials/ work order with work completion certificate.
4.	For Successful demo = 10 Marks. (Average marks given by members of TE of PB)	10	10	
Total			100	

i. **The Quality Cost Based System Illustration is as below:**

1. STAGE 1: TECHNICAL BIDS EVALUATION ILLUSTRATION

Bidder Details	Technical Mark Obtained (Example)
Bidder 1	90
Bidder 2	82
Bidder 3	54
Bidder 4	80

➢ Bidder 3 technically rejected as minimum required score is 70 to qualify.

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

Bidder Details	Technical Marks	Percentile score
Bidder 1	90	100 highest quality bidder
Bidder2	82	(82/ 90) X 100 = 91.11
Bidder3	Rejected*	X
Bidder4	80	80/ 90 = 88.88

3. STAGE 3: FINANCIAL BID EVALUATION

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

*Amt to be charged from venders by bidder.

4. STAGE 4: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE

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

LFB = Lowest Financial Bid, F = Quoted Amount

1. CONSOLIDATED TECHNICAL & FINANCIAL SCORE

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

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

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

3. Commercial Conditions of the contract

3.1. Successful bidder will be required to sign a legal contract on valid legal paper containing all the conditions. This document will be signed by representatives of Prasar Bharati and succesful bidder after mutual consent.

3.2. The service contract will be between Prasar Bharati and successful bidder only. Successful bidder will not be allowed to further issue subcontract to any other agency/ entity.

3.3. **Validity Term of the Contract:** The term of this agreement shall start from the date of signing this contract by both parties. The contract period will be initially for a period of five years from the date of implementation/ commissioning of the project.The term may be renewed with mutual consent for next three years in steps of one year. However Prasar Bharatiwould have the right to terminate the agreement during its currency by giving 90 days advance notice.

3.4. PERFORMANCE BANK GUARANTEE (PBG)

3.4.1. Within 15 days of issue of work order, the Service Provider will be required to submit PBG of Rupees Five Lakh only (Rs 500000/-).The Performance Bank Guarantee shall be valid for the period of contract in force plus 90 days.

3.4.2. The Service Provider will be required to accept the work order for Application Service Provider (ASP) to implement e-tendering, e-procurement, e-auction system which may be issued by Prasar Bharati. Non acceptance of such work order by the Service Provider will result in forfeiture of the PBG.

3.4.3. PBG may be furnished in any of the following forms:

3.4.3.1. Pay Order/ Demand draft/ RTGS/ NEFT (Electronic Fund Transfer) in favour of DDO, Prasar Bharati Secretariat, payable at New Delhi. Or

3.4.3.2. PBG from any of the Scheduled Banks strictly as per format at Annexure-VI

3.4.4. It is the responsibility of the bidder to get the PBG(s) revalidated/extended for the required period (subject to minimum period of one year), as per the advice of Prasar Bharati. Prasar Bharati shall not be liable for issue of any reminders regarding expiry of the PBG(s).

3.4.5. In case the PBG(s) is not extended before the expiry date, Prasar Bharati reserves the right to invoke the same by informing the concerned bank in writing, without any advance notice communication to the concerned bidder.

3.4.6. The bidder should note that any corrections to PBG(s) shall be done by the issuing bank only with prior consent of Prasar Bharati and through an amendment agreed on an appropriate non-judicial stamp paper.

3.4.7. The Original PBG(s) shall be sent directly by the Bank to NIT Issuing Authority under the registered post (Acknowledgement Due)/Courier/ Speed Post.

3.4.8. PBG shall be released to the Service Provider/ Service Provider after six months of the actual date of fulfillment of contractual obligations as per terms of contract.

3.4.9. Acceptance of PBG will be subject to hypothecation or endorsement on the documents in favour of DDO, Prasar Bharati Secretariat. However, Prasar Bharati will not be liable or responsible in any manner for the payment or collection of interest or renewal of the documents or in any other matter connected therewith, wherever applicable.

3.4.10. Prasar Bharati reserves the right to appropriate any part/whole of the amount of the PBG and security deposit without prejudice to other claims against the Service Provider for losses suffered by Prasar Bharati due to failures on the part of the Service Provider, due to termination of contract or Service Provider becoming disqualified because of liquidation/ insolvency. The decision of Prasar Bharati in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the Service Provider

3.5. **Readiness of Service:** This service should be installed, customized, made available and ready for fullfledged service within 3 weeks from the date of Agreement.

3.6. **Delay in Service:** Any delay in launch of service beyond 3 weeks period shall invite penalty clause and if it is beyond 6 weeks the Order on the tender shall be cancelled.

3.7.   Prasar Bharati shall not provide any Guest House/ accommodation (lodging and boarding)/ Hotel, Travelling/ conveyances in case of visit to other offices of Prasar Bharati outside Delhi/NCR, local transportation and any other out of pocket expense. The Bidder should consider all these expenses while submitting price bid. No request will be entertained in this regard in future.

3.8.   The Service Provider is liable to take/maintain all necessary insurances at his own cost.

3.9.   **Settlement of disputes**:

3.9.1.   Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the Prasar Bharati subject to a written appeal by the Service Provider to the Prasar Bharati whose decision shall be final to the parties hereto.

3.9.2.   Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

3.9.3.   If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided concerned clause, herein below.

3.10.   Arbitration:

3.10.1.   All disputes of differences arising out of or in connection with the present Contract including the one connected with the validity of the present Contract or any part thereof should be settled by bilateral discussions.

3.10.2.   Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

3.10.3.   Within sixty days of the receipt of the said notice, an Arbitrator shall be nominated in writing by the authority agreed upon by the Parties.

3.10.4.   The sole Arbitrator shall have its seat in India at New Delhi/ Delhi or such other place in India as may be mutually agreed to between the parties and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.

3.10.5.   The Arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and subsequently Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. All Arbitration awards shall be in writing and shall state the reasons for the award.

3.10.6.   The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

3.10.7.   In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the parties.

3.10.8.   The decision of the arbitrator shall be final and binding upon both parties.

3.11.   **Governing laws and Jurisdiction**: This contract shall be interpreted in accordance with and be governed by the laws of India. The Jurisdiction shall be vested only in the Courts at New Delhi.

3.12.   Service provider solemnly agrees and accepts the responsibility of safeguarding all the data and information to be fed to this data server of the software. At any point of time Prasar Bharati wants to migrate this software to any other version of software or system, the service provider shall retrieve the entire data and transfer to the new software system.

3.13. **Income Tax Liability**: Service Provider will have to bear all Income Tax liability both corporate and personal tax.

3.14. **Designs, Patents And Royalties:** 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 service provider is not licensed, the service provider 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 service provider shall keep the organization indemnified from and against any and all claims, actions demand and proceedings whatsoever brought or made against the organization on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the service provider shall at their own risk and any work executed by the service provider 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 Purchaser indemnified from and against all consequence thereof.

3.15. **Employment by firms to officials of this Organization:**Service Provider undertakes not to employ serving employees of this Organization without its prior permission or within the initial one year period after the retirement/resignation/severance from the service without specific permission of this Organization. This Organization may decide not to deal with the service provider who failed to comply with the above advice and may terminate the contract.

3.16. If any error or inadequacy appears in the documents submitted by the Service Provider, the Service Provider shall perform at its own initiative at no extra cost to Prasar Bharati, all such services as deem necessary to remedy the said mistake or inadequacy.

3.17. The Service Provider shall be further liable for the consequences/losses resulting from omissions and/ or commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts. Prasar Bharati is not responsible for any liability of whosoever in nature in the process of completion of service.

3.18. **Ethical Standard:** Service Provider is expected to observe the high e ststandard of ethics during the procurement and execution of this Contract.In pursuit of this policy,the Prasar Bharati will reject a proposal for award if it determines that the service provider being considered foraward has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision,the terms set forth below are defined as follows:

"Corrupt practice"means the offering,giving,receiving,or soliciting of anything of value to influence the action in the procurement processor in Contract execution; and

"Fraudulent practice"means a misrepresentation of facts inorder to influence a procurement process including collusive practices designed to establish bid prices at artificial,non-competitive levels to deprive Prasar Bharati of the benefits of competition.By signing the Bid Forwarding Letter, the service provider represents that or the software it supplies,it is either the owner of the Intellectual Property Rights in the software or that it has proper authorization and/ or license from the owner to offer them.Willful misrepresentation of the facts shall be considered a fraudulent practice with out prejudice too the remedies that the Prasar Bharati may take.

3.19. **Insurance:** Service Provider shall take out and maintain, at its own cost but on terms and conditions approved by Prasar Bharati, insurance against the risks, and for the coverage, as shall be specified by Prasar Bharati and in accordance with good industry practices.

3.20. Force Majeure:

3.20.1. Neither party shall bear reasonability for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

3.20.2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

3.20.3. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the acceptance of the contract, and avoid or overcome with utmost persistent effort in the carrying out its obligations hereunder.

3.20.4. Force Majeure shall not include insufficiency of funds of manpower or inability to make any payment required for execution of services in respect of the contract.

3.20.5. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than Ten (10) days from the moment of their beginning.

3.20.6. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization or the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

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

3.20.8. The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default in respect of the contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all possible precautions, due care and all measure, with the objective of carrying out the terms and conditions of the contract.

3.21. Limitation of Liability

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

3.21.2. Except in the case of gross negligence or willful misconduct on the part of the Agency or on part of any person or company acting on behalf of the Agency in carrying out the services, the Agency, with respect to damage caused by the Agency to Prasar Bharati, shall be liable to Prasar Bharati: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage, & only to the extent of: (A) the total payments payable under this contract to the Agency, or (B) the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher, plus the Performance Bank Guarantee submitted by the Agency. This limitation of liability shall not affect the Agency liability, if any, for damage to Third Parties caused by the Agency or any person or firm/company acting on behalf of the Agency in carrying out the work.

3.22. Termination:

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

3.22.2. If the Service Provider is declared bankrupt or becomes insolvent.

3.22.3. As per decision of the Arbitration Tribunal.

3.22.4. As per Force Majeure clause of this contract.

3.22.5. Prasar Bharati has noticed that Service Provider has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.

3.22.6. The delivery of services is delayed due to causes of Force Majeure for more than 01 month.

3.22.7. Prasar Bharati may terminate the contract, in whole or in part, by not less than thirty(30) days written notice of termination to the Service Provider in the following cases:

3.22.8. If the Service Provider does not remedy a failure in performance of their obligations under the contract, within fifteen (15) days after being notified or with any further period as Prasar Bharati may have subsequently approved in writing.

3.22.9. If the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Prasar Bharati.

3.23. Penalty Clause

3.23.1. In case of default in performance on the part of the Service provider, Prasar Bharati shall decide the penalty to be imposed for such default considering the quantum and other related factors which shall be deducted from the payments that may become due to the Service Provider.

3.23.2. In case of any breach of terms of the contract agreement the Service Provider shall be liable to penalty/ legal action as the circumstances warrant as assessed by Prasar Bharati.

3.23.3. Penalty under the contract will be as per various related clauses of this contract and Tender Document.

3.23.4. Successful bidder shall ensure 99.5% uptime of the servers/services. The routine maintenance/ Up-gradation works shall be carried out to ensure that downtime is minimal. However, if the e-tendering system may need to be put down for doing routine maintenance/ up-gradation work. It will be planned under prior intimation to Prasar Bharati well in advance and shall not exceed 0.5%. Prasar Bharati shall not charge penalty for such planned downtime of servers/services.

3.24. **Assignment:**Service Provider shall not, without the express prior written consent of Prasar Bharati, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

3.25. **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable such prohibition,invalidity,or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.26. The project will be considered as started from the date of hosting first tender on the e-tendering portal arranged by successful bidder.

3.27. In case of any malfunctioning related to software/hardware on server side, successful bidder should rectify the same within one calendar day.

3.28. Successful bidder will indemnify Prasar Bharati against all losses,damages, expenses of whatsoever nature, arising out of the above said malfunctioning related to software/ hardware of e-tender portal.

3.29. Successful bidder shall treat all the data and information collected fromPrasar Bharati and its bidders during the project in strict confidence.

3.30. The Monthly periodical reports illustrating the up/ down time of the e-tendering system/ services shall be submitted by Successful bidderto Prasar Bharati. These reports may be based on the log/ databases of the system/ servers.

3.31. The running of Prasar Bharati tender activities such as preparation of tender document, scrutiny, uploading, distribution of tender document, opening, evaluation etc activities would be managed by Prasar Bharati officials. Successful bidder shall all along provide needed manpower support for trouble free effective functioning of the entire system.

3.32. Prasar Bharati will appoint a dedicated Nodal Officer inits Headquarter for interaction with Successful bidder. Similarly Successful bidder will appoint Nodal Officer for interaction with Prasar Bharati.

3.33. The documentation supplied by Successful bidder will include user manual and vendor manual for each of the procurement office of Prasar Bharati.

3.34. Successful bidder agrees to guarantee the service of the e-tender software and hardware and there satisfactory performance subject to fitness of hardware/software on Client side Prasar Bharati.

3.35. Successful bidder shall maintain disaster management. This is to ensure the un- interrupted e-tendering services are available to Prasar Bharati.

3.36. E-tendering system provided for Prasar Bharati shall comply with the CVC/DIT/Govt of India guidelines issued from time to time. It shall always be kept appropriately updated/modified.

3.37. A log of e-tendering operations including the untampered softcopies of e-tenders shall be maintained by Successful bidder for later reference by Prasar Bharati.

3.38. System integrator appointed by Prasar Bharati, if any in future shall be facilitated for transfer of data by Successful bidder appropriately & shall be free ofcost.

3.39. All tender documents shall be freely downloadable by all contractors/bidders who are registered on e-tender website with Successful bidder.

3.40. Audit Log: Comprehensive audit log facility for detailed auditing of all transactions. The audit logs are secured and tamper proof with provision to know the details whenever required.

3.41. Payment Terms:

3.41.1. E-tendering processing fee, if any, shall be collected by Successful bidder from participating bidders/ contractors through on-line e-payment gateway developed by successful bidder on the cost of successful bidder i.e. on Credit/ Debit Card or any other mode found suitable by successful bidder. However, if due to any unavoidable reason if e-payment facilities are not working, the e-tendering processing fee can be submitted by participating bidders/ contractors in the form of DD, in favour of successful bidder agreed by Prasar Bharati.

3.41.2. Prasar Bharati will not be any party between successful bidder's and its employee for any reason. Prasar Bharati will not pay any amount to successful bidder's employee in any case.

3.41.3. Prasar Bharati will not be responsible for any dispute arising out between Service Provider and tenders (third party) due to lapse/ technical incompetence of Service Provider.

4. Specifications and Technical Conditions of the Contract

4.1. Application Features and Requirements:

4.1.1. The scope of work involves providing the e-Procurement platform for conducting of e-tender and e-Auctions (both Reverse and Forward) by Prasar Bharati.

4.1.2. To enable Prasar Bharati in hosting a solution for e-procurement and e-Auction of any goods, works or services, the service provider should have its own hardware, software, connectivity and expertise in conducting e-Tendering (e-Procurement, Reverse Auction, Forward Auction) events online. No hardware or software would be provided by Prasar Bharati to the service provider.

4.1.3. The e-Procurement application should be capable of handling limited tenders, open tenders, global tenders, reverse auctions, forward auctions, etc.

4.1.4. The application should be OS independent i.e. should run on any Operating System.

4.1.5. The application should be Browser Independent. Browser for all legal purposes is Microsoft Internet explorer 8.0 above. Application must work on IE 8.0 & above and should also be equally compatible with all other mostly used browsers such as Chrome, Firefox, Edge, etc.

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

4.2. Application Design, Development and Customization for Prasar Bharati:

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

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

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

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

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

4.2.6. The Application should be capable of supporting different kinds of formats of tenders, tender conditions and output reports as may be required by Prasar Bharati.

4.2.7. Service Provider shall provide a dashboard by customising as per requirements of Prasar Bharati for use by Top Management. The dashboard would be able to provide comprehensive status and analytics of various tender events.

4.3. Hosting Infrastructure Requirements for the ASP solution:

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

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

4.3.3. The Service Provider should ensure existence of adequate and secure infrastructure including firewall, intrusion detection, Prevention systems etc.

4.3.4. The Application and hosting infrastructure shall be scalable and shall permit expansion of both the capacity and functionality.

4.3.5. Secure web-based access (e.g., https instead of http). The e- Procurement application shall be a n-tiered (3 or more) architecture with Web, application and Database Server & offers a superior level of security with Secure Socket Layer (SSL) encryption, strong authentication with digital signature certificates and speed to conduct real time bidding over the Internet as well as intranet.

4.3.6. Access with single sign-on and facility for User Authentication & role based access control.

4.3.7. The proposed e-Procurement application should be highly robust, scalable. The Bidder needs to check the scalability, interoperability of its e-Procurement application and the data on the maximum number of concurrent users and transactions the Application can handle.

4.4. Technical and Security Requirements of the e-Procurement application system:

4.4.1. The offered application/ platform should fully comply with the Central Vigilance Commission(CVC) guidelines,MeitY Govt. of India e-procurement guidelines and any other guidelines specified from time to time. It should also be compliant with all relevant Government rules, laws, instructions, acts including provisions of IT Act.

4.4.2. The proposed e-procurement Application should be tested, approved and certified for compliance with these guidelines by Standardisation Testing and Quality Certification (STQC) as required by CVC.

4.4.3. The Application shall support a minimum of 128 bit encryption for sensitive data, and information while in transfer. Data shall be encrypted and stored in secured format.

4.4.4. Application shall enforce registration of Users with the DSC Class-II/ Class-III of the User and thereafter the login to the system shall be with the DSC.

4.4.5. Application shall implement SSL by using the Secure Hyper Text Transport Protocol (HTTPS).

4.4.6. Application shall utilize the latest widelyused SSL standard of 128bit encryption.

4.4.7. Application shall enable PKI based encryption of the bid forms (technical and commercial), attachments, and entire bid document at the client side through PKI technology using the DSC Class II/ Class III of minimum 2048 bite length before bid submission.

4.4.8. Establish a secured communication mechanism between the e-Procurement system and other external systems (both internet and intranet).

4.4.9. All bids submitted should be tamper evident and should generate alerts in case of tampering/ unauthorized access.

4.4.10. Application shall ensure that suppliers electronically sign tender documents before submission.

4.4.11. Application shall ensure only authorized personnel have access rights to module and Application logs.

4.4.12. Logs created during submission of tenders should be accessible only for authorized contracting authority personnel identified by Prasar Bharati.

4.4.13. Application shall ensure storage of log files in secure servers.

4.4.14. There shall be clear segregation of duties between the functions/ activities performed by the procurement officers of Prasar Bharati and the system administrators deployed for managing the technical aspects of the solution.

4.4.15. Application shall facilitate creation of reports containing information on events occurred during the lifecycle of an e-Procurement competition

4.4.16. E-Procurement Application shall make use of the date and time service of the external time stamping server as identified for the e-Procurement solution. The e-procurement servers shall be synchronized with the identified time stamping server.

4.4.17. Provide a tool for accessing, processing, and producing reports on activities based on the Application logs.

4.4.18. Support the analysis of the log information, so that the full audit trailing of a particular completion of an activity or a user's activities can be reported Only authorized personnel should be able to gain access to this tool

4.4.19. Capability to generate customizable reports on procurement activities conducted through e-procurement Application.

4.4.20. Provide tools for analyzing information for data generated through the repetitive purchasing of Prasar Bharati.

4.4.21. An automatic check of submitted documents/ files related to tenders is performed and if a file is infected with virus the Application invalidates the supplier's tender.

4.4.22. Provide an automated notification mechanism for informing the corresponding supplier that the submitted documentation is considered invalid due to the detection of viruses.

4.4.23. Perform an automatic virus check on submitted tenders. Virus infected files should be automatically deleted from the Application, or put to quarantine at a server location which is secure and guarantees that the virus cannot infect other areas of the Application.

4.4.24. An automated notification should be sent to the corresponding supplier to inform about the virus infected document.

4.4.25. Audit trailing mechanism of the virus scanner should only report whether a tender document is infected, and not include confidential information.

4.4.26. All the audit trails generated for the transactions/ activities carried out in the e-Procurement Application must be stored in a separate audit log server and access to the audit logs shall be restricted to the administrators/individuals of Prasar Bharati and shall be accessible only to designated officers.

4.4.27. A full audit trailing facility, inbound and outbound queues guaranteeing the delivery of messages and advanced security features.

4.4.28. Intrusion Prevention Applications coupled with a weekly review of the system logs shall be adopted to ensure that no unauthorized processes/programs are installed/running on the e-Procurement servers.

4.4.29. The e-Procurement implementation shall adopt security methods such as usage of Demilitarized zones for web servers, completely secured zones for application and database servers.

4.4.30. The Service Provider shall ensure that all the services and associated ports, which are not required for e-Procurement Application operations are disabled/uninstalled in the e-Procurement IT Infrastructure including operating systems, database,application.

4.4.31. Application shall support supplier/user registration along with the facility for the supplier/user to select their own user-id while password generation shall be performed by the Application, which should be mailed to the email-id specified during the registration process.

4.4.32. The DSC of the user should be mapped with his user ID to avoid vendor using any other DSC for online Tendering.

4.4.33. Application shall restrict programmed attempts to create user ids in the e-Procurement Application through implementation of techniques such as 'captcha'.

4.4.34. The Application should put in place mechanisms, based on industry standards, which assist the users in retrieving the forgotten credentials (e.g. passwords). Such process shall be foolproof to ensure misuse of vendor credentials. Such practices may include not disclosing the forgotten passwords online in the portal to the users, mailing the forgotten password to the e-mail address indicated by the user in his profile etc.

4.4.35. Application shall maintain the detailed audit trails for the registration application submitted in the Application including the date and time of receipt of the application form.

4.4.36. During the first login attempt, Application shall mandate the users to change the auto generated passwords and Application shall ensure that industry standard password controls are implemented to restrict unauthorized usage of Application (e.g. minimum of eight characters, usage of alphanumeric characters, avoiding usage of CIN number, PAN number, company name as passwords and enforcing password changes at defined intervals etc.).

4.4.37. Registration process must ensure the confidentiality, integrity and non-repudiation of the user and supplier organization credentials during information transfer and storage.

4.4.38. Application shall provide facility/forms/tools for online filling of user registration/supplier registration forms. Application shall implement the validation controls to ensure that all the mandatory fields are filled by the user.

4.4.39. Application shall implement detailed audit trails for the changes made to the supplier/user profiles including the approvals provided for such changes.

4.5. **Functional Requirement:** The Application shall cover full life cycle of e-Tendering to Purchase Order and e-Auction Services (Forward & Reverse)

4.6. Also to execute various activities on the E-tender and providing technical support and training for execution of various activities to be conducted by Prasar Bharati officials as well as its supplier/ bidder organizations, including, but not limited to the following: Assist in various E-tendering activities such as creation of users/ Tendering authority, uploading of DSCs, preparation of Electronic forms for tender, bid documents – amendments/ modifications required, configure E-reverse auction for e-procurement activities, Creation of NIT & Electronic Template, Issuance of Amendment/ Corrigendum/ Addendum etc., downloading bidding documents by the bidders, Bid Preparation and submission by the bidders, Posting of Minutes of Pre-bid Conference etc.

4.6.1. **Tender Notice Creation:**

4.6.1.1. Facility to float Tender notice.

4.6.1.2. Notices are visible to Suppliers/Vendors only after it is approved

4.6.1.3. Application should facilitate approved tender release.

4.6.1.4. In case of Limited Tenders, only authorized registered Vendors will be able to bid for a particular Tender. Application shall facilitate Limited Tender's visibility in public view on optional basis.

4.6.1.5. Application should allow to Archive Tenders to be restored.

4.6.1.6. There should be facility to provide grouping of closing tenders by Current Day, Tenders Closed after 15 Days/after 30 Days etc.

4.6.1.7. Application should allow Cancelled Tender to be initiated afresh.

4.6.1.8. Provision to categorize Tender as New, Live, Archive, Cancelled, etc. for ease

4.6.1.9. Provision for image to be attached with Tender Notice

4.6.2. **Tender Settings**

4.6.2.1. Application should support Tenders with or without Tender/RFP/ROI cost

4.6.2.2. Application should support Tenders with or without Pre-Bid Meeting.

4.6.2.3. Application should have inbuilt check to ensure that incomplete bids in any manner is not accepted.

4.6.2.4. Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time

4.6.2.5. It should be possible to download Tenders free of cost also.

4.6.2.6. Application should maintain record of names of those Vendors who have downloaded the Tender.

4.6.2.7. It should be possible to specify users current system details (IP, System Id, Login time, Logout time, etc.) to trace the user.

4.6.3. **Pre-bid Meeting**

4.6.3.1. There should be a facility of replying to all or selected questions

4.6.3.2. The Application should not allow questions to be raised after pre bid meeting date &time is over.

4.6.3.3. The Application should have facility to reject to reply to any question.

4.6.3.4. The Application should allow upload of replies to pre☐bid meeting

4.6.3.5. Tender Amendments/Corrigendum

4.6.3.6. The Application should allow amendment of Tender for extension of dates and adding new Vendor.

4.6.3.7. The Application should have inbuilt checks to ensure that any change in the released TENDER is only through an amendment process and should not be made to an event or clause, whose scheduled time for Bidding/ Opening etc. is over.

4.6.3.8. Provide details of New/ Updated corrigendum as well as Old corrigendum for further reference/comparison.

4.6.3.9. Corrigendum should be maintained date/time wise.

4.6.3.10. Visible to all those who already download the original Tender.

4.6.3.11. It should be possible to upload corrigendum and avail to compare with main tender doc.

4.6.3.12. The Application should allow cancellation of the tenders without deleting them from the database.

4.6.4. E-Tendering

4.6.4.1. E-TenderingCreation of webportal

4.6.4.2. Creation ofTender

4.6.4.3. Cancel/ Re-inviteTender

4.6.4.4. Map Tenderdocument

4.6.4.5. Online ApproveTender

4.6.4.6. Online Create Biddingformats

4.6.4.7. Centralized Registration of Vendors/ Contractors (Category-wise)

4.6.4.8. Uploading of Tenders/ Downloading of Tenders by prospective bidders

4.6.4.9. Vendors Registration

4.6.4.10. Pre-BidQueries

4.6.4.11. Publish Minutes of Pre-Bid Meeting

4.6.4.12. Submit BidsOnline

4.6.4.13. Upload attachments to Tender Online seeking clarification from the bidders and their responses including attachment of documents during technical and price bid evaluation stages

4.6.4.14. TechnicalEvaluation

4.6.4.15. Price Bid Opening and evaluation

4.6.4.16. Publish Tender Results

4.6.4.17. Award of Contract

4.6.4.18. Audit Trail of each events

4.6.4.19. Payment gateway integration with any Scheduled Bank and direct credit of all payments by the bidders in Prasar Bharati designated bank accounts

4.6.5. E-Auctions (Forward & Reverse)

4.6.5.1. Publishing of auction in portal

4.6.5.2. Mock auction / Training to bidders/ Prasar Bharati officials

4.6.5.3. Preparing Business rule containing auction format and other details

4.6.5.4. Sending Business rule document to all the Bidders

4.6.5.5. Collection of consent letter & compliance statement from Bidders

4.6.5.6. Auction related query handling & Bidder Training

4.6.5.7. Making user id & Password available to Bidders

4.6.5.8.   Assisting Bidders participate in dummy auction

4.6.5.9.   Audit trail of each events.

4.6.5.10. Reports on auction detailing highest/ lowest bid, time, amount   etc.

4.6.5.11. Subject to Approval feature in E-Auctions for requisite bids.

4.7.   **Notifications:** The Application should provide facility for notifications in form of emails and SMS to be sent to the Vendors/ Suppliers to intimate them for various events like any extension of dates of tender, addition of Vendors, opening of tender, commercial bid opening, amendments, configurable reminders etc.

4.8.   To upload tenders for publishing on CPP Portal using XML upload facility.

4.9.   To assist in creating and uploading NIT, tender document and pre-bid clarifications, if any, issued by Prasar Bharati on Central Public Procurement Portal i.e. http://eprocure.gov.in

4.10.   Online registration of Contractors/ bidders and sale of Tender Document.

4.11.   Assist Prasar Bharati officers in using the platform for receiving/ uploading, compiling clarifications from the bidders and uploading the replies to these in an MS Excel- format.

4.12.   Assist in all the online Tender Opening Events (TOE) configured for the Tender for all the stages i.e. Technical, financial and E-reverse auction.

4.13.   Generation of comparison charts through the E-Tendering portal including techno-commercial compliance of various bidders based on electronic forms uploaded by bidders etc. after the TOE of Technical part.

4.14.   Providing access to the bids and all other details, including comparison charts, bid annexure through Bulletin Board to a minimum of 3 officers for Evaluation of the bids.

4.15.   Assist in floating post bid queries during techno-commercial evaluation.

4.16.   Assist in preparation, storage and accessing of comparison charts showing detailed financial statements/ price schedules and compliance of various bidders after the financial TOE.

4.17.   Generation of detailed activity log, audit trail reports and other related records as and when required.

4.18.   To provide all other incidental services till the completion of the process and successful selection of the successful bidder(s).

4.19.   Provision for accepting bid security/ EMD and PBG electronically through the platform.

4.20.   Provision for issue of Purchase Orders/ Work Orders through the platform.

4.21.   Generation of statements for technical bids and comparative statement for financial bids.

4.22.   **Vendor Management:**

4.22.1.   The Application shall enable registration of suppliers/ vendors with the e-Procurement Application, to participate in electronic public procurement transactions, and management of vendor profiles (including vendor performance history, authorizations in the system, activation or deactivation of the access Supplier Registration & Administration New Supplier Registration facility.

4.22.2.   Application shall provide single interface for registration of all the suppliers who intend to do business with Prasar Bharati.

4.22.3.   For registered suppliers, Application shall support creation of additional users for the company, which in turn shall require approval of the registration approval officer from Prasar Bharati for activation of the user credentials in the Application. Application shall maintain the detailed audit trails for creation of user ids, approval of user ids, changes in user details etc.

4.23.   **Comprehensive Training:**

4.23.1.   For each functional module of e-Procurement, the Service Provider is required to train the designated Prasar Bharati's technical and end-users to enable them to effectively operate and perform the services using the software.

4.23.2.   The Service Provider shall also be responsible for re-training the employees whenever changes are made in the software.

4.23.3. The Service Provider shall provide hardcopy of the training material to all the employees participating in the training and softcopy of the training material shall be made available in the proposed e Procurement portal.

4.23.4. Classroom training shall be on a planned regular basis, on-demand basis subject to a minimum number of participants, and also walk-in-trainings on specific modules as agreed mutually by Prasar Bharati and the Service Provider.

4.23.5. The Service Provider shall also implement online training modules, which should be accessible to authorized users from the e Procurement Portal.

4.23.6. The Service Provider shall also provide handholding support to new users in familiarizing with the e Procurement Application.

4.24. Operational Support:

4.24.1. Helpdesk support to Prasar Bharati officials and its bidders through e-mail and telephone, available 12 hours (9:00 AM to 9:00 PM) x 7 days (all days of the week).

4.24.2. The responsibilities of the bidder include, but are not limited to, providing operational support for end-to-end e-procurement Application for the entire duration of the contract, starting from the Go-live date. The O&M period can be further extended on or before the expiration of the contract on same terms & conditions with the consent of both Parties for one year period.

4.24.3. Latest Application patches released by the system vendor should be updated regularly.

4.24.4. The solution should be scalable to meet the requirements of the Prasar Bharati for at least the next five years from the date of placing the Purchase Order.

5. Schedule of Requirements

S.No.	Item	Quantity
5.1	To providecustomised e-Procurement platform for conducting of e-tender and e-Auctions (both Reverse and Forward) by Prasar Bharati	1
5.2	To execute various activities on each e-tender and to provide technical support and training for execution of various activities	Per e-tender floated by Prasar Bharati or its associated offices.

6. Bidder Response sheet on CVC Compliance of e-Procurement (e-Tender, e-auction, - reverse Auction system).

6.1 Security Infrastructure level:

Sr. No.	Issues	Best Practices to achieve security considerations	Compliance (Y/N)	Remarks, supporting document, ifany
1.	Perimeter Defense	Deployment of routers, firewalls, IPS/IDS, Remote Access and network segmentation		
2.	Authentication	Network authentication through deployment of password policy for accessing the network resources. To minimize unauthorized access to the e- procurement system at system level.		
3.	Monitoring	Deployment of logging at OS/ network level and monitoring the same.		
4.	Secure configuration of network host	The security of individual servers and workstations is a critical factor in the defenses of any environment, especially when remote access is allowed. Workstations should have safeguards in place to resist common attacks.		
5.	System patching	As the vulnerability of the system are discovered almost regularly and system vendors are also releasing the patches. It is expected the host are patched with latest security updates released by the vendors.		
6.	Control of malware	Suitable control like anti-virus, anti spyware etc. should be deployed on the host associated with e-procurement system. However, option of running the services at non privileged user profile may be looked for. Otherwise, suitable operating system which is immune to virus, Trojan and malware may be deployed.		
7.	Structured Cabling	The availability of the network services is critically dependent on the quality of interconnection between the hosts through structured including termination and marking. It is expected the e-procurement system has implemented structured cabling and other controls related with network and interconnection.		

6.2 Security at Application LevelSecurity During Design

Sr. No.	Issues	Best Practices to achieve security considerations	Compliance (Y/N)	Remarks, supporting document, if any
1.	Authentication	The authentication mechanism of the e-procurement application should ensure that the credentials are submitted on the pages that are server under SSL.		
2.	Access Control	The application shall enforce proper access control model to ensure that the parameter available to the user cannot be used for launching any attack.		

3.	Session management	The design should ensure that the session tokens are adequately protected from guessing during an authenticated session.		
4.	Error handling	The design should ensure that the application does not present user error messages to the outside world which can be used for attacking the application.		
5.	Input validation	The application may accept input at multiple from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set. All user- supplied fields should be validated at the server side		
6.	Application logging and monitoring	Logging should be enabled across all applications in the environment. Log file data is important for incident and trend analysis as well as for auditing purposes. The application should log failed and successful authentication attempts, changes to application data including user accounts, server application errors, and failed and successful access to resources. When writing log data, the application should avoid writing sensitive data to log files.		

6.3 Security during application deployment and use.

Sr. No.	Issues	Best Practices to achieve security considerations	Compliance(Y/N)	Remarks, supporting document, if any
1.	Availability Clustering Load	Depending on the number of expected hits and access the options for clustering of servers and load balancing of the web application shall be implemented.		
2.	Application data recovery	Suitable management procedure shall be deployed for regular backup of application and data. The regularity of data backup shall be in commensurate with the nature of transaction / business translated in to the e-procurement system.		
3.	Integrity of the application. Control of source code.	Suitable management control shall be implemented on availability of updated source code and its deployment. Strict configuration control is recommended to ensure that the latest software in		
4.	Configuration management	The production system.		

6.4 Security in data storage and communication

Sr. no.	Issues	Best Practices to achieve security considerations	Compliance (Y/N)	Remarks, supporting document, if any
1.	Encryption for data storagee	Sensitive data should be encryptedor hashed in the database or file system. The application should differentiate between data that is sensitive to disclosure and must beencrypted, data that is sensitive onlyto tampering and for which a key hashed value (HMAC) must begenerated, and data that canbe irreversibly transformed (hashed)without loss of functionality (such as passwords). The application should store keys used for decryptionseparately from the encrypted data.Examples of widely accepted strongciphers are 3DES, AES, RSA, RC4and Blowfish. Use 128bit keys (1024for RSA) at a minimum.		
2.	Data transfer security	Sensitive data should be encrypted prior to transmission to other components .Verify that intermediate components that handle the data in clear text form, prior to transmission or subsequent to receipt, do not present an undue threat to the data. The application should take advantage of authentication features available within the transport security mechanism. Specially, encryption methodology like SSL must be deployed while communicating with the payment gateway over public network.		
3.	Access control	Applications should enforce an authentication mechanism that provides access to sensitive data and functionality only to suitably permitted users or clients.Role based access control should be enforced at the database level as well as the application interface. This will protect the database in the event that the client application is exploited.Authorization checks should require prior successful authentication to have occurred. All attempts to obtain access, without proper authorization should be logged.Conduct regular testing of key applications that process sensitive data and of the interfaces available to users from the internet. Include both "black box" "informed" testing against the application. Determine if users can gain access to data from other accounts.		

RATE QUOTATION FOR PROVIDING E-TENDER, FORWARD E-AUCTION & REVERSE
E-AUCTION SERVICES ON ASP MODEL.

S. No.	Particulars	Charges
1.	Hardware/Software enablement Setting up dedicated website for e-tendering / e-procurement/e-auction in PB for five years.	
2.	Human Resource Enablement. The enablement / product training / hand holding of users Officials of PB, interested Contractor/Bidders at various places across the country in the office premises of PB.	
3.	Imparting of awareness programme for working contractor / Bidder.	

E-Tendering processing charges: Payable by Venders/contractor

S. No.	Particulars	Unit	Charges
1.	For Estimated Cost based Tenders, e-tendering (including e-auction, if required) processing fee chargeable from all bidders per tender per Vendor/ Supplier.	per tender per Vendor/ Supplier	% of estimated cost. Bidder has to mention some cap amount. This cap amount will be considered for selection of L1. **
2.	Annual registration Charges in e-Tendering website for each Vendor/ Supplier.	Once	Bidder has to mention one time registration charge to obtained from vendor/ supplier, if any.**
Other Charges (optional)			
3	Digital certification /PKI: Arranging & Enabling the digital signatures certified by Comptroller of Certifying Authority, Government of India and the Digital signature as provided by Authorized Certifying Agency	Once	
4	E-payment gateway: For earnest Money, tender Cost etc.	Once	

** No amount will be paid by Prasar Bharati.
NOTE:-Charges may be excluding taxes.

a. The above rates are exclusive of all applicable taxes.

b. The rate quoted by the bidders at Annexure-II is valid for the entire contract period.

c. This is to certify that the Price quoted above will remain firm throughout the period of the contract and shall not escalate in any circumstances.

Date: AuthorizedSignatory

                                                               Name of Company &Seal

8. TECHNICAL BID LETTER

(To be submitted on the Company's Letter Head and signed by the Director/Authorized signatory)

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

Subject: Notice Inviting Tender for E-Procurement service provider in all the Offices of PB, AIR and DD all over in India

Ref: No.03(1)11/E-Procurement/2012/D (P)/Vol-II

Sir,

✓ I/ We have downloaded / obtained the Tender document(s) for the above mentioned 'NIT/Work' from the web site(s) namely: "_____" as per your advertisement, given in the above mentioned website(s).

✓ I / We hereby certify that I / we have read the entire terms and conditions of the NIT documents from Page No. to (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.

✓ The corrigendum(s) issued from time to time by your department/ organisation to have also been taken into consideration, while submitting this acceptance letter.

✓ I / We hereby unconditionally accept the NIT conditions of above mentioned NIT document(s) /corrigendum(s) in its totality /entirety.

✓ In case any provisions of this NIT are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this NIT/bid including the forfeiture of the full said earnest money deposit absolutely.

✓ We enclose Demand Draft/Bank Guarantee for Rs. 25,000/- (Rupees Twenty Five Thousand Only) favoring Prasar Bharati and payable at New Delhi, towards bid security, details of the same is as under:

No. :
Date :

Name of Issuing : DDO Prasar Bharati Secretariate, New Delhi
Date date_____this_____day of_____2019

✓ If our bid is accepted, we will submit an unconditional performance bank guarantee for the sum 500000(Five Lakh.) for the due performance of the Contract and due performance of the software, etc., in the form prescribed by the Prasar Bharati.

✓ We hereby declare that all the information &Statements made in this NIT are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms &conditions of the NIT.

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

S No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal		
5	Addresses of Firm/Company		
	a)Head Office		
	b) Local Office in Delhi/ NCR(if any)		
6	Authorized Contact person		
	a)Name and Designation		
	b)Telephone number		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover (Rs In Crores)	Operating Profit (Rs. In Crores)
	2017-18		
	2016-17		
	2015-16		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

N.B. *Enclose copies of Audited Balance Sheet along with enclosures*

Dated this ....Day of.............................. 2019

                                                                        (Signature)

                                                                        (In the capacity of)

Duly authorized to sign bid with seal for & on behalf of

(Name & Address of the Bidder)

LETTER FOR REFUND OF EMD
(To be submitted by the unsuccessful bidders)

<div align="right">Date:</div>

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

We _____(Company Name) had participated in the Tender for Selection of Service Provider for e-Procurement & e- Auction Services and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No	Bidder Name	Cheque / DD Number	Drawn on (Bank Name	Amount(`)

Bank details to which the money needs to be credited via NEFT are as follows

a.   Name of the Bank withBranch

b.   AccountType

c.   AccountTitle

d.   AccountNumber

e.   IFSC Code

Sign
Name of the signatory

Designation

Company Seal

(TechnicalBid)

Sub: E-Procurement service provider in all the Offices of PB, AIR and DD all over in ndia

NIT Enquiry No:

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing bank

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

In consideration of the Prasar Bharati (hereinafter referred to as Prasar Bharati which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awardedtoM/s_____with its Registered Office at_____(hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, a contract by issue of Prasar Bharati's letter ofAward No.dated _____and the same havingbeenunequivocallyacceptedbytheConsultantresultingina'Contract'bearingNo._____ dated…………..Valuedate_____for (scope of contract) and the consultant having agreed to provide a Contract Performance Guarantee for faithful performance of the entire contract equivalent to 10% (ten percent) after deduction of EMD amount of the said value of the contract to the Prasar Bharati.

We_____(Name & address of issuing bank), having itsHead Officeat _____(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns do hereby guarantee and undertake to pay the Prasar Bharati, on demand any and all monies payable by the Consultant to the extent of …………………………………….. as aforesaid at any time upto (days/ month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Consultant. Any such demand made by the Prasar Bharati on the bank shall be conclusive and binding notwithstanding any difference between the Prasar Bharati and Consultant or any dispute pending before anycourt,tribunaloranyotherauthority.Thebankundertakesnottorevokethisguaranteeduringits currency without previous consent of the Prasar Bharati and further agrees that the guarantee herein contained shall continue to be enforceable till the Prasar Bharati discharges this guarantee.

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

The Bank also agrees that the Prasar Bharati at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Consultant and not withstanding any security or other guarantee that the Prasar Bharati may have in relation to the Consultant's

liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ _____and it shall remain in force uptoandincluding_____and shall be extended from time to time for such period, as may be desiredbyM/s_____whose behalf this guarantee has beengiven.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this_____Dayof_____2019 at_____.

Signature_____

Name(Designation and bank stamp)

Attorney as per Power of Attorney No_____Date_____

Witness:
Signature_____

Name(Designation and bank stamp)

Attorney as per Power of Attorney No._____Date_____

Witness:
Signature_____

Name_____(Designation and bank stamp)

Attorney as per Power of Attorney No,_____Date_____

For Letter of Authorization for attending Bid Opening Event
(To be typed preferably on letter head of the company)
Subject: Authorization for attending Bid opening

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

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

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

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

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

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

…………………………………….

Signature of the Representative

…………………………………

Signature of Bidder/
Officer authorized tosign
 Name oftheRepresentativeon behalf of theBidder

…………………………………….

Signature of the alternative Representative

…………………………………………..

Name of the alternative Representative
Above Signatures Attested

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

     Note 2: Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

11.

(Technical Bid)

Subject: Notice Inviting Tender for ASP for Eprocurement in Prasar Bharati

NIT Enquiry No:

NO DEVIATIONCERTIFICATE

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

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

(Please strike out whichever is not applicable).

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

Declaration from the bidder on their letter head stating that the Company has not been blacklisted by any Government Organization, Non-Government or Public Sector Organizations

<LOCATION, DATE>

To,

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

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

Dear Sir,

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

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

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

[BIDDERS NAME]
Name Title Signature

Definitions :

1. Bidder: The agency who will submit this tender document.

2. Venders/contractor: The party who will take part in sell goods or services to Prasar Bharati, in response of various tenders floated by successful bidder.

3. Venders/contractor: The party who will take part in auction to Prasar Bharati, in response of various tenders floated by successful bidder.