

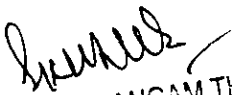
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Duty approved by P.B

Notice Inviting Tender for Engagement  
of  
GST SUVIDHA PROVIDER (GSP)-cum-  
APPLICATION SERVICE PROVIDER (ASP)  
For  
Prasar Bharati

No. D24011/01/2018-GA

  
संगम ठाकुर/SANGAM THAKUR  
वरिष्ठ सहायक निदेशक  
जीएसटी  
आकाशवाणी महानिदेशालय/DG : AIR

All India Radio (Prasar Bharati)  
(India's Public Service Broadcaster)  
General Administration (GA) Section  
Akashvani Bhawan,  
Parliament Street, New Delhi-110001  
Website: [www.prasarbharti.gov.in](http://www.prasarbharti.gov.in)  
[www.allindiaradio.gov.in](http://www.allindiaradio.gov.in)

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## Chapter 1: NIT & Instructions to Bidders

### 1.1 Introduction

- i. Prasar Bharati (India's Public Service Broadcaster) is the only public service broadcaster in 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.
- ii. In addition to broadcasting activities, Prasar Bharati is also having Civil Construction wing which executes civil construction projects of third parties also. Presently, there are about 530 Drawing and Disbursing Offices (DDOs) in Prasar Bharati Secretariat, All India Radio (AIR) [including common/ support units] and Doordarshan (DD) spread across all the States and Union Territories of the country. The support units / common offices include Civil & Construction Wing (CCW), Training Centres and Engineering Zonal Offices etc.
- iii. Prasar Bharati has separate registrations for AIR and Doordarshan in each State/ UT. Under the GST regime, there are total 69 GST registrations (i.e. AIR - 35 & Doordarshan - 34) of Prasar Bharati all over India. Similarly, Prasar Bharati has taken 69 registrations (i.e. AIR - 35 & Doordarshan - 34) all over India for GST TDS.
- iv. Currently, Doordarshan uses Broadcast Air Time Scheduler (BATS) as traffic & billing application for its commercial operations almost across its network. However, AIR uses similar application in its Central Sales Unit (Mumbai) which does majority of the billing for AIR while other 15 CBS (Commercial Broadcasting Service) units use mainly manual system. On the other hand, details in relation to all purchases by various units are communicated through offline file exchange via Excel files. Further, Prasar Bharati is in the process of installing and commissioning a centralized web based Pay & Accounting application software which should be completed within next one year integrating all DDOs of AIR and Doordarshan along with other units for seamless flow of data including that of inward and outward supplies.
- v. Presently, Prasar Bharati prepares its accounts on accrual basis. Initially, the accounts at field units are prepared on cash basis, which are converted into accrual basis by collating the additional information from the field units.
- vi. For each registration of AIR and Doordarshan, Prasar Bharati has appointed a separate State Nodal Officer (SNO) for maintaining and updating the requisite records as per GST Acts by coordinating with the Drawing and Disbursement Officers (DDOs) of field units of the respective States/ UTs, concerned Directorates, Zonal Nodal Officers and other offices as required. Each SNO makes due GST payment by compiling details of all inward and outward supplies of all its DDOs of the respective State/ UT. Both the Directorates of AIR and Doordarshan centrally monitor the overall functioning of their respective SNOs with Prasar Bharati Secretariat providing support in all policy related matters.
- vii. The income earned from sales / services (including taxes) of Prasar Bharati during the financial year 2015-16 is Rs. 992.67 crores. Besides, Prasar Bharati has earned Rs.423.47 crores on account of Fees/ subscriptions, Interest earnings and other income such as DTH, Tower etc. For further details financial statements/ Annual Report(s) of Prasar Bharati can be referred which are available on public domain at following links:
  - a. For annual reports:

- b. <http://PrasarBharati.gov.in/information/Annual%20Report/Pages/default.aspx>
- c. For financial statements:
- d. <http://PrasarBharati.gov.in/information/Annual%20Report/Pages/AnnualAccounts.aspx>

- viii. In a financial year, Prasar Bharati processes about 3 Lakh invoices for Outward & Inward supplies including Stock transfers.
- ix. Prasar Bharati hereby invites bids from empanelled GSP cum ASPs hereby referred to as bidder(s) who would provide Application Service Provider (ASP) & GST Suvidha Provider (GSP) services to ensure GST compliances relating to GST, GST TDS & E-Way Bills, assist in filing all related monthly as well as annual returns of GST within the stipulated timeline after availing of due/eligible Input Tax Credit (ITC) as per GST Acts and rules made there-under and render assistance in GST audits as mandated under GST Acts and rules thereto for all registrations of AIR and Doordarshan.

## 1.2 Notice Inviting Tender (NIT)

AIR (Prasar Bharati) invites sealed tender under two stage bidding system i.e. Technical bid and Price bid from the **GST SUVIDHA PROVIDERS (GSP)-cum-APPLICATION SERVICE PROVIDERS (ASP)** in India for smooth implementation of GST and secure requisite compliances for Prasar Bharati and its both verticals i.e., AIR and DD & their field units/ stations/ kendras. The successful bidder needs to execute the work as per ToR:

Important Information relating to NIT is given as below:

S. No	Particulars
1	NIT No: D-24011/01/2018-GA
2	Bid Security/ EMD Rs. 1,00000/-
3	Tender Validity: 180 days from the Opening of the Tender.
4	Currency of Payment : INR (Indian Rupees)
5	Tendering System : Two Bids System
6	Duty and Taxes: All Inclusive except GST.
7	Contact person: Shri Sangam Thakur, Sr A.O GST Cell,O/o DG All India Radio, Akashwani Bhawan, Parliament Street, New Delhi-110001.

### 1.2.A. Estimated cost of the job

Estimated cost of the job for two years contract period is approximately 35 lakh.

### 1.3 Eligibility of the Bidder

The bidder is required to meet the following eligibility criteria and provide adequate documentary evidence of each of criteria stipulated below:

Sl. No.	Description	Criteria	Supporting documents to be submitted by bidder for Pre-qualification
1.	Type of Bidder	The Bidder should be GSTN's empanelled GST Suvidha Provider-GSP and also an ASP (Application Service Provider) (Should not have any separate collaboration with any other GSTN's approved GSP and/or ASP)	Copies of Registration Certificates and relevant notification of the empanelment as GSP and self declaration for ASP.
2.	Experience of the Bidder	The Bidder should have been appointed as a consultant/service provider as GSP-cum-ASP for compliance/implementation services with respect to implementation of GST	User/ client certificate

		(i) in at least 3 Organizations of repute (each dealing in taxable goods or services or both in eight or more States/UTs) and out of which two should be a Govt. Department/ Autonomous body/ Public Sector Undertaking/ Public Sector Bank involved in commercial activities. One of these clients/ organisations should have a minimum turnover of Rs. 200 crores in the financial year 2016-17 or 2017-18.	
3.	Office in Delhi/NCR	The bidder should have a support office in Delhi/ NCR region and should have help desk facility during working days/hours to address the queries instantly.	Self-Declaration mentioning the contact details of support office
4.	Declaration about black-listing	Presently the company should not have been blacklisted/ barred/ disqualified by any Govt. Departments/ PSUs/ PSBs/ Autonomous Bodies.	Self-declaration by the bidder on company's letterhead
5.	Related party disclosure	The Bidder's firm should not be owned or controlled by any employee (or their relatives) of Prasar Bharati.	A self-declaration by the bidder on the letter head of the organization.

**Note: (i)** Notwithstanding anything stated above, Prasar Bharati/AIR reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily, to ask for any other information/document, if deemed necessary before opening of the Price Bid.

**(ii)** The bidder shall upload necessary documentary proof showing that he meets the eligibility criteria along with their bid.

#### 1.4 Bid Opening and Evaluation

1.4.1 It shall be a two stage evaluation: technical and financial. The bidders shall upload simultaneously technical and financial bids separately on the same day. On the opening of tender only technical bids shall be opened. The evaluation of bids shall be undertaken by a committee of the officers duly constituted for this purpose.

1.4.2 The technical evaluation of the bids would be based on the following:

- The assessment of bidders meeting the eligibility criteria.
- 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.
- The presentation/ demonstration of the quality of the solution offered by the bidders could be an additional requirement for bids to be technically qualified. The date and time of the demonstration will be communicated to bidders. The demonstration of the offered application software should include the desired features defined in scope of work.

1.4.3 The financial bids of only those bidders will be opened whose bids are evaluated as technical qualified. Date of opening of financial bids shall be intimated to the bidders later.

1.4.4 The price shall be firm and inclusive of all applicable GST.

The price and applicable GST shall be shown separately in Price bid.

1.4.5 The tender (financial bids) shall be evaluated as a complete package of all the items and services mentioned in Schedule of Requirement/ Price Schedule.

*Signature*

- 1.4.7 Lowest offer would be calculated on basis of sum total of the all-inclusive prices quoted for all items and services.
- 1.4.8 The Purchaser intends to limit the number of technical and financially qualified bidders to one (1) from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. Among all such qualified bids, the lowest evaluated price will be termed as L1 and the rest of the bids shall be ranked in ascending order of evaluated prices, as L2, L3 and so on.

## 1.5 Critical Date Sheet:

NOTICE INVITING TENDER (NIT) CALENDER DATES			
Sl. No.	Events	Date & Time	
1	NIT Document downloading start date & time	18.01.2019	17:00 Hrs.
2	NIT Document downloading end date & time	12.02.2019	15:00Hrs.
3	Bid Submission Start Date & Time	18.01.2019	17:00Hrs.
4	Pre Bid Query Receipt Start Date & Time	18.01.2019	17:00Hrs.
5	Pre Bid Query Receipt Close Date & Time	29.01.2019	14:30Hrs.
6	Pre Bid Meeting Venue, Date & Time	Conference Hall (Fielden Hall), 1 <sup>st</sup> Floor, Akashwani Bhawan, Parliament Street, New Delhi-110001 on (Day 11) at 11:00 Hrs.	
7	Bid Submission Close Date & Time	12.02.2019	15:30Hrs.
8	Technical Bid Opening Date & Time	12.02.2019	16:00Hrs.
9	Price Bid Opening & Time	To be Intimated Later	

## 1.6 Bid Security/ Earnest Money Deposit (EMD)

- 1.6.1 The bidder shall submit EMD of Rs. 1,00,000/- (Rs. One lakh only) drawn from any scheduled bank by way of demand draft/ pay order in favour of PB, BCI, DG: AIR, New Delhi, payable at New Delhi.
- 1.6.2 The demand draft should have been prepared on or after the issue of notice inviting NIT but not later than the last date of notice.
- 1.6.3 Bids not accompanied with the requisite EMD would be treated as non-qualified and would not be opened.
- 1.6.4 EMD may be forfeited:
- If bidder withdraws Bid or makes any modification in the terms and conditions of the NIT which are not acceptable to the DG: AIR, during the period of Bid Validity; or
  - If the successful bidder fails to sign contract; or
  - If the successful bidder fails to furnish Performance Guarantee valid for 30 months on signing of contract.
  - If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future NITs/ tender floated by the Prasar Bharati.
- 1.6.5 EMD should be kept in the envelope containing copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the bid document...
- 1.6.6 The EMD of the unsuccessful bidders will be returned as early as possible, after completion of process of selection of the GSP-cum-ASP. The EMD of the selected GSP-cum-ASP will form part of the

Performance Security which will be refunded only at the time of release of performance guarantee after successful completion of contract/ assignment/ job.

1.6.7 No interest is payable on the amount of EMD.

**1.7 Duly Filled-in Bid Document**

All the column of the Bid document should be dully filled-in. Any cutting/ overwriting in the bid must be countersigned by the person who is authorised to sign the tender.

**1.8 Currency of the Bid**

All prices quoted in the schedules given in the bid proposal sheet should be in Indian rupees and all payments shall be made in the currency of the bid after statutory deductions/ withholdings.

**1.9 Validity of the Bid**

The Bid shall be valid for a period of 180 days from the last date for submission of Bid or any extended date as indicated in sub clause below.

In exceptional circumstances, during the process of evaluation of bid and prior to the expiry of the original time limit for NIT Validity, the AIR (Prasar Bharati) may request that the Bidder's may extend the period of validity unconditionally for a specified additional period. The request and the Bidder's response shall be made in writing/ e-mail. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of the Bid Security for the period of the extension.

**1.10 Instructions for Submission of Bid**

**1.10.1 Preparation Of Bids**

- (i) No Bidder shall submit more than one BID for the Work.
- (ii) Bid shall be submitted in the prescribed Performa. The bid duly filled in and signed should be returned intact.
- (iii) In the event of the space on the bid being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the Tender Number and duly signed. In such cases, reference to the additional page must be made in the tender form.
- (iv) The Tender referred to above, if not returned or if returned but not duly filled in, will be liable to rejection. Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied in their offer failing which the offer is liable to be rejected.
- (v) The tender papers shall be filled in and complete in all respects shall be submitted together with requisite information and Appendices. It shall be completed and free from ambiguity, change or interlineations.
- (vi) The bidder's tender and any annotations or accompanying documentations shall be in English-language.
- (vii) Bidders should indicate at the time of quoting against this tender their full postal and E-mail addresses and also similar information in respect of their authorized agent(s) in India, if any.



- (viii) Bidders shall sign their proposal with the exact name of the organisation to which the contract is to be issued. The tender shall be duly signed and sealed by an executive officer of the bidder's organization.
- (ix) Each page of the tender shall be sequentially numbered and signed by a duly authorized officer with his usual signature and in the case of a corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal.
- (x) Bidder shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also source of his ability to bind the bidder.
- (xi) The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the tender. Prasar Bharati may reject outright any tender unsupported by the adequate proof of the signatory's authority.
- (xii) It must be ensured that each page of this tender document including terms and conditions and Bid Evaluation Criteria are signed by bidder.
- (xiii) All documentary evidence in support of claims must clearly be marked as to against which criteria the document is submitted.
- (xiv) Tenderers are not at their liberty to quote separate rates for the whole quantity as well as reduced quantity.
- (xv) Prasar Bharati may reject/accept or prefer any bid without having to assign any reason whatsoever.
- (xvi) Erasures or other changes in the offer shall be authenticated by the initials of the persons signing the bid.
- (xvii) The NIT document (Two Bids system)– Technical and Financial/Price Bids may be downloaded from website of the Prasar Bharati, website [www.Prasar Bharati.gov.in](http://www.PrasarBharati.gov.in) or Central Public Procurement Portal <http://www.eprocurement.gov.in> or <http://tenderwizard.com/PB> well before the deadline for submission of bids. After downloading / getting the Tender document/schedules, the bidder should go through them carefully and then upload the requisite documents, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting his bid.
- (xviii) From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact Prasar Bharati on its own on any matter related to its Technical and/or Financial Proposal.
- (xix) For any clarifications, if required, they may contact with the NIT Inviting Authority. All correspondence shall bear reference to the NIT document number. The details of the NIT Inviting Authority are as under:

Postal Address:

Sh. Sangam Thakur  
Room No.423, Akashwani Bhawan,  
Parliament Street,  
New Delhi-110001 (INDIA)



- 1.10.2 The bidders are required to submit soft copies of their bids electronically on the e-tendering portal of Prasar Bharati Secretariat at <http://tenderwizard.com/PB>, using valid Digital Signature Certificates. The instructions given herewith are meant to assist the bidders in registering and submitting their bids on the e-tendering portal.
- 1.10.3 To participate in the e-tendering submission, it is mandatory for the bidders to get registered their companies with the e-tendering portal of Prasar Bharati Secretariat <http://tenderwizard.com/PB> to have user ID & Password from M/s ITI Ltd. The annual registration charges for vendor/successful bidder are Rs. 1180/- (Rupees one thousand one hundred eighty only including tax) for one year.
- 1.10.4 To participate in e-bid, bidders shall be charged e-tendering processing fee @ 0.1% of estimated contract value with minimum cap Rs.500 only and maximum cap Rs.5000 only excluding taxes for per tender.
- 1.10.5 For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e- Token/ Smart Card. Those who have already enrolled need not go through this step.
- 1.10.6 Bidder must log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission date & time.
- 1.10.7 Bidder must prepare the demand draft(s)/ pay order(s) for EMD as per the instructions specified in the e-tender Notice. The original must be submitted to the NIT inviting Authority on or before the due date and time for submission of bids.
- 1.10.8 Online Bids must be accompanied by Scanned copy (PDF Format) of demand draft against EMD towards NIT. The details of the EMD uploaded should tally in all respect with the original demand draft(s)/ pay order(s) submitted. In case of failure of any of the above, the uploaded bid will be summarily rejected.
- 1.10.9 The bidder shall digitally sign and upload the required bid documents one by one as indicated in the NIT details according to specified cover.
- 1.10.10 The bidders shall note that the very act of using DSC for downloading the NIT document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the NIT documents without any exception and have understood the complete NIT documents and are clear about the requirements of the organization mentioned in the NIT document.
- 1.10.11 The bidders shall submit their bids through online e-tendering portal well before the bid submission end date & time (as per Server System Clock). The authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.10.12 The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at bidder's premises to access the e-tendering website/portal. Under any circumstances, Prasar Bharati shall not be liable to the tenderer for

any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-tendering system or internet connectivity failures.

1.10.13 All annexure are to be filled in and scanned copies of the same are to be uploaded along with other documents on <http://tenderwizard.com/PB>.

1.10.14 Any change in quotation after opening of tender WILL NOT BE CONSIDERED.

1.10.15 TELEX/ TELEGRAPHIC/ TELEFAX/ Email offers, whether received directly by Prasar Bharati or submitted by the local agents, in India, will not be considered.

### **1.11 Price Bid (Financial Bid)**

1.11.1 While quoting the price, the bidder shall consider all expenses *including* travelling, boarding, conveyance & other miscellaneous and out of pocket expenditure which may be incurred by the successful bidder and/or its officials in connection with the Contract and not to be claimed separately. No claim for expenditure other than the price quoted will be entertained by Prasar Bharati on account of Scope of Work provided in this NIT. Rate quoted shall be firm & shall not be quoted with price variation clause.

1.11.2 Prices charged by the vendor/ successful bidder for goods delivered and services performed under the contract shall not be higher than the prices quoted by the vendor/ successful bidder in its Bid except for variation caused by change in taxes/ duties.

1.11.3 Prasar Bharati shall not provide any Guest House/ accommodation (lodging and boarding)/Hotel, Travelling/ conveyance 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.

1.11.4 The bidder shall quote the price in Indian rupees for the entire scope of work as per Price Bid format.

1.11.5 The successful bidder is liable to take/maintain all necessary insurances at his own cost.

1.11.6 Prasar Bharati shall be authorized to make statutory deductions as applicable from the amount payable to the successful bidder.

1.11.7 The Bidder shall be responsible for all costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Prasar Bharati, presentation, if any etc. Prasar Bharati will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.11.8 GST is required to be quoted separately in the price bid. Non-quoting of GST separately in the price bid will be deemed to be included in the price quoted. Thus additional claim on account of GST in future shall not be entertained in any situation.

### **1.12 Place Of Opening Of Nit/ Technical Bids**

The place of opening of technical bid will be opened at Room No.225, All India Radio, Akashwani Bhawan, Parliament Street, New Delhi-110001. The authorized representative of the bidder can attend the bid opening event.

### **1.13 Rejection Of Bid**

1.13.1 The Prasar Bharati may reject all Bids if:

(a) Effective competition is lacking; or

(b) All Bids and Proposals are not substantially qualified to the requirements of the Procurement Documents; or

(c) None of the technical Proposals meets the minimum technical qualifying criteria.

1.13.2 Prasar Bharati further reserves the right to accept or reject all Bids and to annul the bidding process and reject all Bids, at any time prior to award of Agreement, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder or bidders on the grounds for Prasar Bharati's action.

1.13.3 Any effort by the bidder to influence the examination, evaluation, comparison and contract award decision may result in the rejection of the Bidder's proposal.

#### **1.14 Modification/ Substitution/ Withdrawal of Bids**

1.14.1 The Bidders shall submit offers that comply strictly with the requirements of the NIT Document as amended from time to time. Alternatives or any modifications by the bidder shall render the bid invalid.

1.14.2 The bidder can modify, substitute, re-submit or withdraw his bid, in writing, after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of Bid Security.

1.14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the procedure set-out for submission of Bids and shall be marked as "MODIFICATION" or "WITHDRAWAL" as appropriate. A duly signed withdrawal notice may also be sent by fax or post or e-mail, so as to reach the designated office, before the expiry of deadline for submission of Bids i.e. last date of receipt of the Bid.

1.14.4 Any modification in the Bid or additional information supplied subsequently to the dead line for submission of bids, unless the same has been explicitly sought for by Prasar Bharati, shall be disregarded.

#### **1.15 Terms for Micro & Small Enterprises**

1.15.1 Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).

1.15.2 MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).

1.15.3 MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

- (i) District Industries Centers
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

1.15.4 The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should upload an attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

1.15.5 The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.

1.15.6 In case the MSE does not fulfill the criteria as mentioned above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.

1.15.7 Participating MSEs quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, for procurement of services or supplies where quantity is not splittable or non-dividable, MSE quoting price within the price band or L1+15% may be awarded for full/ complete supply of total tendered value.

#### **1.16 Pre-Bid Clarifications and Amendment of Tender Document**

1.16.1 A prospective Bidder may request any clarification/ suggestion in writing on any clause of the NIT documents only within specified time period i.e. from the day of "Pre-bid Query/clarifications Receipt Start Date and Time" till "Pre-bid Query/clarifications Receipt End Date and Time". Any request for clarification must be sent through e-mail to DDA (GA) at [nks1806@prasarbharati.gov.in](mailto:nks1806@prasarbharati.gov.in) or through hard copy to be delivered at Dy. Director (GA), Room No. 225, Akashvani Bhawan, Parliament Street, New Delhi-110001.

1.16.2 At any time prior to the scheduled end date for submission of proposal, Prasar Bharati may modify the bidding document by amendment. Any modification issued by the Prasar Bharati will be in the form of an addendum/ corrigendum and will be available on CPP Portal, <http://tenderwizard.com/PIB> and its website <http://www.prasarbharati.gov.in> or <http://www.allindiaradio.gov.in> under relevant section. These addendum/ corrigendum shall become part of the NIT document. Issue of addendum/ corrigendum will however be stopped 3 days prior to the deadline for submission of NIT as finally stipulated.

1.16.3 The amendment will be binding on all bidders. Prasar Bharati, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are advised to frequently visit the web sites for updating themselves about changes, if any, made in the NIT before the bid submission date.

#### **1.17 Award and Formation of Contract**

1.17.1 The contract will be awarded to the Bidder whose bid is found to be technically and commercially/financially acceptable cost to the Prasar Bharati is least/ lowest.



- 1.17.2 All the documents issued by Prasar Bharati as well as accepted by the bidder up to the stage of Letter of Award will form part of contract, such as NIT Document, Technical/Price Bid, Certificates, No Deviation Statement, etc.
- 1.17.3 The successful bidder shall give acceptance to the Letter of Award to Prasar Bharati within seven (07) working days from the date of issue of the same by Prasar Bharati, by way of return of signed copy of Letter of Award.
- 1.17.4 The contract shall come into effect from the date of acceptance of Letter of Award by the successful bidder.

**1.18 Signing of Agreement**

After Prasar Bharati/AIR notifies the successful bidder that its Bid has been accepted, Prasar Bharati will send the Draft Agreement, incorporating agreements between the parties, to the successful bidder. Within five (05) working days of receipt of the Draft Agreement document, the successful bidder shall return it to the Prasar Bharati with their comments on it, if any and shall depute their authorized person having Power of Attorney to the designated office of Prasar Bharati at Delhi to sign the Agreement.

## **2.1 Performance Bank Guarantee (PBG)**

- 2.1.1 The successful bidder shall be required to furnish the performance guarantee before start of the work but not later than 7 days of the acceptance of award of work. The total amount of Performance Guarantee will be 10% of the initial contract value/ final contract value (in case of extension of services granted after contract period) EMD of the successful bidder will be adjusted in the performance guarantee.
- 2.1.2 In case of extension of contract, the service provider shall enhance the performance guarantee amount and its validity period to commensurate with the final contract price and the extended period respectively.
- 2.1.3 Performance Guarantee may be furnished in any of the following forms:
- a. Pay Order/ Demand draft/ RTGS/NEFT (Electronic Fund Transfer) in favour of PB BCL DG: AIR payable at New Delhi.
  - b. Bank Guarantee from any of the Scheduled Bank strictly as per format enclosed at Annexure-E for a period of 30 months.
- 2.1.4 It is the responsibility of the bidder to get the bank guarantee(s) revalidated/extended for the required period (subject to minimum period of six months), as per the advice of Prasar Bharati. Prasar Bharati shall not be liable for issue of any reminders regarding expiry of the bank guarantee(s).
- 2.1.5 In case the bank guarantee(s) are 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.
- 2.1.6 Bidder to note that any corrections to bank guarantee(s) shall be done by the issuing bank, only through an amendment in an appropriate non-judicial stamp paper.
- 2.1.7 The Original bank guarantee(s) shall be sent directly by the Bank to Prasar Bharati under Registered Post (Acknowledgement Due)/Courier, addressed to the addressed mentioned below:
- DDA (GA), All India Radio,  
Akashwani Bhawan,  
Parliament Street,  
New Delhi -110 001
- 2.1.8 Performance Guarantee shall be released to the service provider after six months upon fulfillment of contractual obligations as per terms of contract and no interest would be payable on the Performance Guarantee
- 2.1.9 Acceptance of Performance Guarantee will be subject to hypothecation or endorsement on the documents in favour of PB BCL. 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.
- 2.1.10 Failure to pay the Performance Guarantee within time shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and GSP-cum-ASP shall be liable to compensate for losses suffered by the Prasar Bharati. Prasar Bharati reserves the right to appropriate any part/whole of the amount of the Performance Guarantee and security deposit without prejudice to other claims against the GSP-cum-ASP for losses suffered by Prasar Bharati due to failures on the part of the GSP-cum-ASP, due to termination of contract or GSP-cum-ASP 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 GSP-cum-ASP.

## **2.2 Payment Terms/ Schedule**

- 2.2.1 No Advance payment shall be made by Prasar Bharati.

- 2.2.2 The paying authority will be DG: AIR, New Delhi-110001 for all kind of payments as per the terms & conditions defined in NIT and Agreement.
- 2.2.3 The payment will be processed only after receipt of invoice/ request in this regard from the service provider.
- 2.2.4 All payment shall be subject to recoveries towards statutory deductions (If any), liquidated damages/ penalties levied on service provider in accordance with the provision of the Agreement etc.
- 2.2.5 All payment will be made in Indian rupees only.
- 2.2.6 All undisputed payments will be made by transferring funds directly in the Bank account through electronic transfer to the account of the service provider. The service provider would be required to furnish the requisite details for transferring funds directly in his bank account within 15 days or at the time of request for first payment as sought by the Prasar Bharati. All subsequent payments will be made in the same bank account only.
- 2.2.7 The milestones indicated below are for release of payment only.
- 2.2.8 Payment to the service provider for the "Training to Prasar Bharati Employees" mentioned above shall be made based on the basis of actual training imparted by the GSP-cum-ASP.
- 2.2.9 Amounts/ Fees payable to the GSP-cum-ASP as mentioned above shall not be liable for upward revision during the Term of this Agreement irrespective of reasons whatsoever including, increase or imposition of new taxes, duties, levies, octroi, charges etc.
- 2.2.10 The fee quoted shall state the fee and taxes applicable with quoted rates (Taxes applicable will be paid as per rate prevailing at the time of actual payment). All out of pocket expenses, travelling, boarding, accommodation and lodging expenses which may be incurred by the GSP-cum-ASP and/or its officials in connection with the Contract shall be borne and payable by the GSP-cum-ASP alone and the Prasar Bharati shall not be bound to make payment of any amounts in this regard to the GSP-cum-ASP.
- 2.2.11 Notwithstanding anything contained in this Agreement or the NIT where the GSP-cum-ASPs liable to pay any amount to the Prasar Bharati, on account of penalties under this agreement or on account of discrepancies in the invoices, invocation of indemnity by the Prasar Bharati, for third party claims, statutory dues or for any other reason the Prasar Bharati shall without prejudice to its other rights be within rights to adjust such amounts from the Fees payable to the GSP-cum-ASP and raise a demand on the GSP-cum-ASP for the balance amount if any and the GSP-cum-ASP shall pay such amount to the Prasar Bharati within 10 working days of receipt of such demand.
- 2.2.12 Payment towards performance of services under the contract shall be made on Prasar Bharati's certification of satisfactory completion of services/milestone as under:

### Payment Schedule:

The payment schedule will be as under:

Period: after commencement of work	Payment relating to				
	One Time Implementation charges	Charges for Managed services including Cloud hosting	Charges for data uploading (Quarterly)	Charges for Support Services including facilitating the filing of all requisite GST returns (Quarterly)	Training and capacity building of staff
After filing of the first three monthly returns by the GSP-cum-ASP.	50%	Annual payment to be paid after 1 <sup>st</sup> quarter (since commencement of work)	Actual number of Invoices uploaded every quarter x quoted rate per invoice	Quarterly amount payable = Amount quoted/8	On supply of training material, On-line web-based training, training videos explaining step-wise procedure and Familiarization training session at Delhi- 80%
After filing of the first six monthly returns by the GSP-cum-ASP	40%				20% after filing of first six monthly returns by the GSP-cum-ASP
After completion of contract period extended period	Balance amount (10%)				

*[Signature]*



### **2.3 Work Not To Be Let Out**

Sub-contracting in part or full of the assignment awarded to the successful Bidder is not permitted, except as specifically approved by Prasar Bharati.

### **2.4 Confidentiality**

- 2.4.1 Any and all information in written, electronic media or oral form and disclosed to the GSP-cum-ASP shall at all times remain the legal and absolute property of Prasar Bharati and the GSP-cum-ASP shall have no rights to use the information for any purpose other than that expressly authorized by Prasar Bharati.
- 2.4.2 For maintaining the confidentiality of all the information to the successful bidder for completion of the assignment, Non-Disclosure Agreement (NDA) as prepared by, will be signed by the authorized representative of both GSP-cum-ASP and Prasar Bharati. The NDA will be signed by the successful bidder and submitted to Prasar Bharati within 7 days of Letter of Award of work. The delay in commencement and completion of work on account of delay in submission of NDA shall be to the account of the GSP-cum-ASP. Prasar Bharati not responsible for any delay due to delay/non-submission of signed NDA by the GSP-cum-ASP.

### **2.5 Liquidated Damages (LD) / Penalty**

- 2.5.1 For any delays, attributable to the GSP-cum-ASP, beyond the scheduled date for completion of milestone/assignment, service provider shall pay to Prasar Bharati liquidated damages of an amount worked out at the rate of 0.5% (half percent) of the contract price of the related activity/ milestones/ performance standards/ query resolution for each week of delay or part thereof.
- 2.5.2 However, the total liability of the service provider under this clause shall not exceed 10% of the total contract values actually executed. All applicable taxes on LD shall also be recovered/ payable by the GSP-cum-ASP.

### **2.6 Liabilities of the Successful Bidder**

- 2.6.1 If any mistake or inadequacy appears in the data submitted to the service provider, the service provider shall perform at its own initiative and no extra cost to Prasar Bharati, all such services as shall be necessary to remedy the said mistake or inadequacy.
- 2.6.2 The service provider shall be further liable for the consequences/losses resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of that total value of this contract. Prasar Bharati is not responsible for any liability of whosoever in nature in the process of completion of service.

### **2.7 Handling of Documents**

- 2.7.1 All documents prepared by the service provider in connection with the services to be provided by the GSP-cum-ASP shall be the property of the Prasar Bharati. As and when required or upon termination of the contract, the aforesaid documents prepared specifically for this Assignment (including originals) shall be handed over to the Prasar Bharati before final acceptance or thereafter.
- 2.7.2 The service provider shall take all necessary steps to ensure confidential handling of all matters pertaining to any information developed or acquired by him from Prasar Bharati under terms of the contract or in performance thereof.
- 2.7.3 The service provider shall not prepare articles or photographs for publication or speeches about the work and/or plant, contracts and installation in which Prasar Bharati has an interest without prior written consent of Prasar Bharati.

### **2.8 Abandonment of Work**

If any work included in the scope of bidding documents to be done by the GSP-cum-ASP is abandoned or suspended for any cause or reasons which cannot be attributed to the GSP-cum-ASP, payment shall be made on a pro-rate basis for the work actually done and reported by him.

*Jul*

## 2.9 Settlement of Disputes

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 management subject to a written appeal by the GSP-cum-ASP to the management whose decision shall be final to the parties hereto.

- i. 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.
- ii. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.

## 2.10 Suspension of the Obligation

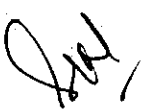
- 2.10.1 The obligations stipulated in these bidding documents can only be suspended in the case of any particular item of work, in the event of Force Majeure or as a result of an agreement between the parties.
- 2.10.2 In the event of Force Majeure, neither of the Parties may be considered in default of its obligations under the terms of the bidding documents.

## 2.11 Termination for Convenience/ Agreement

- 2.11.1 Prasar Bharati may, by giving written notice to the GSP-cum-ASP, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the termination is for Prasar Bharati's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.
- 2.11.2 The services that are completed and ready for final submission within thirty days after the GSP-cum-ASP's receipt of notice of termination shall be accepted by the Prasar Bharati at the contract terms and prices. For the remaining services, the Prasar Bharati may elect:
  - i. to have any portion completed and delivered at the contract terms and provisions and/or
  - ii. to cancel the remainder and pay to the GSP-cum-ASP an agreed amount for partially completed services.
- 2.11.3 The Prasar Bharati may at any time terminate the contract by giving written notice to the GSP-cum-ASP, without compensation to the GSP-cum-ASP, if the GSP-cum-ASP 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.

## 2.12 Arbitration

- 2.12.1 In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work after its completion, abandonment or breach of contract, the same shall be referred for arbitration, for which purpose the Prasar Bharati and the GSP-cum-ASP shall nominate one arbitrator each. The Arbitrators shall appoint an Umpire not later than one month from the latest date of their respective appointment. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under and any statutory modifications thereof. The costs of reference and arbitration award shall be payable by the parties to the extent and in a manner as may be determined by the Arbitrators or the Umpire.
- 2.12.2 Notwithstanding the existence of any dispute or difference and/or reference for arbitration, the GSP-cum-ASP shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the GSP-cum-ASP shall not be withheld by the Prasar Bharati on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.
- 2.12.3 The Arbitrators may from time to time, with consent of the parties, extend the time for making and publishing the award.



This consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Court shall have the exclusive jurisdiction.

From the time the proposals are opened to the time the contract is awarded, the bidders should not contact Prasar Bharati, unless called for. The bidders should also not contact any of the officers/employees or representatives of the Prasar Bharati on any matter related to its technical proposal and/or Commercial proposal with a view to influencing Prasar Bharati in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the bidder's proposals. Canvassing in any form would lead to disqualification of the proposal.

## 2.14 Other Terms

Prasar Bharati reserves the right to verify information submitted by the entity. In case the information is found false/incorrect, the offer shall be rejected and shall also be liable for other action as per Prasar Bharati policy.

2.14.1 It is expressly made clear that mere submission of bid by an Entity, whether eligible or ineligible, shall not confer any right whatsoever on any such entity.

2.14.2 Any bid submitted by an entity, which fails to satisfy the eligibility requirements set out in this Tender document, shall not be considered and would stand summarily rejected.

2.14.3 Neither the issue of this Invitation for Tender nor any part of its contents is to be taken as any form of commitment or acknowledgement on the part of Prasar Bharati to proceed with Tender or any entity.

2.14.4 Prasar Bharati Secretariat reserves the right to annul or terminate the process or reject any or all Tender at any time or stage without assigning any reason.

2.14.5 Prasar Bharati reserves the right and absolute discretion at any time and without any liability whatsoever, to amend, vary, waive and/or modify any or all of the terms and conditions of this Invitation for Tender without assigning any reason whatsoever.

2.14.6 Prasar Bharati shall in no circumstance whatsoever, be responsible or liable in any manner whatsoever, for any costs or expenses incurred or any loss suffered by the entity, in connection with or in consequence of the preparation or delivery of any Tender, or compliance with any of the requirements of the Invitation for Tender or Presentation made to Prasar Bharati or in any other manner.

2.14.7 Any suppression or misrepresentation of a material fact shall result in disqualification of the Entity.

2.14.8 In case any clarification is sought by Prasar Bharati after opening of bids, the reply of the Entity should be restricted to the clarification sought.

2.14.9 Canvassing in any form shall render the Bid liable to be rejected.

2.14.10 The Entity shall be deemed to have read and duly considered all terms and conditions of this Invitation of Tender document and must acknowledge that it intends to submit a bid in accordance with the provisions of this document having accepted the terms and conditions as have been incorporated herein and/or that may be incorporated by Prasar Bharati through any Addendum (s).

2.14.11 Each Entity irrevocably and unconditionally accepts and agrees that by submitting a bid:

- (i) It agrees to be bound by the terms, conditions and obligations set out in this Invitation for Tender document together with such other terms and conditions as Prasar Bharati may, in its sole discretion, require; and
- (ii) It has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this Invitation for Tender.

(iii) It agrees that the offer shall remain valid till the expiry of the validity period as specified in this Invitation for Tender or any extension thereof.

2.14.12 The decision of Prasara Bharati shall be final while finalizing the Tender.

## 2.15 Force Majeure

2.15.1 Force Majeure is hereby defined as any cause which is beyond the control of the GSP-cum-ASP or the PRASARA BHARATI as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of contract such as:

- (a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics.
- (b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.

2.15.2 Provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes.

2.15.3 The service provider or the Prasara Bharati shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time, as mutually agreed, even though such cause may occur after GSP-cum-ASP's performance of his obligations has been delayed for other causes.

## 2.16 Disclaimer

2.16.1 The information contained in this Notice Inviting Tender (NIT) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/ email by or on behalf of Prasara Bharati, is subject to the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.

2.16.2 This NIT is neither an agreement nor an offer and is only an invitation by the Prasara Bharati to the potential bidders for submission of bids. The purpose of this NIT is to provide the Bidder(s) with information to assist the formulation of their proposals. This NIT does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this NIT and wherever necessary obtain independent advice/clarifications. Prasara Bharati may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT. No contractual obligation whatsoever shall arise from the NIT process until a formal contract is signed and executed by duly authorized officers of the Prasara Bharati with the Selected Bidder (SB).

2.16.3 Prasara Bharati, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way for participation in this Bid Stage.

2.16.4 Prasara Bharati also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.

2.16.5 The issue of this NIT does not imply that the Prasara Bharati is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the Prasara Bharati reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

2.16.6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Prasara Bharati or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Prasara Bharati shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## Chapter 3: SPECIFICATIONS AND ALLIED TECHNICAL DETAILS - Schedule of Requirements

### 3. Broad Scope of Work for GST Compliance Services

The successful bidder should be an empanelled GST Suvidha Provider (GSP) cum Application Service provider (ASP) and would be required to provide GSP & ASP services to ensure GST compliances relating to GST, GST TDS & E-Way Bills, assist in filing all related monthly as well as annual returns of GST within the stipulated timeline after ensuring availing of due Input Tax Credit (ITC) as per GST Acts and rules made there-under and render assistance in GST audits as mandated under GST Acts and rules thereto for all registrations of AIR and Doordarshan.

To meet the above requirement, the successful bidder is required to provide a fully integrated web-based online solution for collecting GST related data from all DDOs state-wise, automate the process of collating data, validating data and ensuring compliances for all state registrations of AIR and Doordarshan. The offered solution should also provide centralized monitoring system on a dashboard and be able to provide various reports for management. The offered application should be hosted on cloud to be provided by bidder and should be made accessible by all authorized users of Prasar Bharati through internet from any location of the country.

The bidder shall, unless specifically excluded in the contract, perform all such works and services not specifically mentioned in the contract but that can be reasonably related to the contract as being required for attaining completion and performance of the ASP-GSP facilities as elucidated in the tender document as if such work and /or service that were expressly mentioned in the contract, within the scope of the contract.

The broad scope of work for the purposes of compliance of GST laws relating to GST, GST TDS and E-Way Bills for all 69 registrations (AIR-35 and Doordarshan-34) covering about 530 DDOs in total and spanning across 36 States/ UTs are as follows:

#### 3.1 One Time GSP-ASP Implementation Support

- 3.1.1 The successful bidder should analyze Prasar Bharati's activities and applications including all its input and output services under different lines of business for requisite GST compliances.
- 3.1.2 Bidder should provide requisite solution and interface for seamless transfer of commercial billing data as well as inward supplies data into the offered solution for various GST compliances from billing solution & Accounting solution under implementation to GSP-cum-ASP solution, if feasible or by developing appropriate suitable templates. Doordarshan is currently using a centralized billing system called Broadcast Air Time Scheduler (BATS) while AIR primarily is currently following manual system. The Accounting solution is in beta stage of implementation.
- 3.1.3 The successful bidder should customize its GSP-cum-ASP solution, if required, as per the requirement of Prasar Bharati in order to collect data available in all relevant systems or available manually for compiling, preparing and uploading the requisite GST returns. The solution should support punching information one by one or by uploading information prepared in Ms-Excel and / or any other usually accepted format(s) on offered solution through offline file exchanges tool. Prasar Bharati will initially be transferring data in offline mode-with file exchange only.
- 3.1.4 Offered solution should configure all exception scenarios and rules applicable for securing compliances under the GST regime.



- 3.1.5 After requisite study of business processes and integration with billing solution & under implementation accounting solution, if implemented, the bidder should undertake a test run of the business and IT systems post changes from ASP-GSP solution. The sample size for testing must include the data of AIR and Doordarshan of State registrations of Delhi and Maharashtra invariably.
- 3.1.6 During test run, successful bidder has to undertake the coordination with respective DDOs for gap assessment with respect to additional fields required for the purpose of reporting and undertaking compliance under GST.
- 3.1.7 In case of deviation, the same shall be communicated to the respective DDOs/SNOs of Prasar Bharati. These DDOs/SNOs would rectify reported errors and thereafter, bidder shall again perform the testing process on such revised data.
- 3.1.8 After successful test run, user IDs and passwords of the offered solution should be provided to various field units from where the GST related data is to be collected and Prasar Bharati Secretariat, Directorates, SNOs based on authorization and access rights as per directions of Prasar Bharati.
- 3.1.9 The user IDs need to be provided for various Units/field offices including DDOs, SNOs, Officers of Directorates and Prasar Bharati Secretariat with authorization and role/ rights as per directions of Prasar Bharati for timely flow of GST data to comply with GST law provisions. The user ids should also be created for those offices which are centrally issuing invoices or receiving goods or are processing payments on behalf of other State registrations.
- 3.1.10 The successful bidder is required to update its offered solution as and when required to ensure that the solution is compliant with all GST provisions applicable/ to be applicable from time to time during the entire period of the contract.

## **3.2 Preparation of GST Returns of Outward and Inward Supplies**

### **3.2.1 Collation of data from the DDO's**

- i. At the start of the engagement, successful bidder should provide the list of information required from the respective DDOs along with templates in which information is required and the timelines by when bidder expects to receive the data. The requisite templates should be devised in consultation with Prasar Bharati.
- ii. The successful bidder will be provided the contact details such as names of DDOs, SNOs & Nodal Officers of both the Directorates, their mobiles numbers and e-mail ids etc. through which the successful bidder will communicate for GST & other related compliances.
- iii. On a monthly basis, the bidder should co-ordinate with DDOs and other nodal units which are either issuing invoices or receiving goods or services on behalf of other State registrations of GST to receive the input and output data. This would include the following:
  - a) Monitor on daily basis the status of data received from the DDOs and other nodal units;
  - b) Follow up with the DDOs and other nodal units by sending them mails to submit the data;
  - c) Escalate cases where data is not received. The escalation matrix would be agreed at the commencement of the engagement;
  - d) Identify errors, if any (discussed in stage 2 below) and communicate it to the respective DDOs and other nodal units; and

- c) Prepare a summary of the data prepared and share it with the centralized team at both the Directorates under intimation to Prasar Bharati highlighting the following cases on daily basis:
- DDOs and other nodal units who have shared the data;
  - DDOs and other nodal units who have been requested to amend the data;
  - DDOs and other nodal units who have not shared the data at all;
  - Summary of the output and input shared by the DDO and other nodal units for management; and
  - Comparison of the input data with the monthly budget allocated to the DDO.

### 3.3 Processing of Data for Preparation of GST Returns

- 3.3.1 Bidder should assist Prasar Bharati in preparation of the requisite monthly returns for all GST registrations (as listed in **Annexure 2**). On receipt of the requisite information from Prasar Bharati (in the format to be intimated by bidder), the bidder's scope would include:
- Process transaction level information received from the respective DDOs to enable preparation of requisite returns;
  - As part of the above process, Successful bidder should validate the Outward supplies data and Inward supplies data by applying various validation checks. Validations should be a multi-step process with data hygiene checks and master-level validations (including GST rate checks) and invoice level validations by pre-defined rules. The checks have to be mutually agreed before commencement of the engagement. The illustrative list of check to be done are as follows:
    - The invoice number does not exceed 16 digits;
    - Validate the GSTINs;
    - The GSTIN should be of 15 digits;
    - The first 2 digits of the GSTIN number is the State of the supplier of goods/ services;
    - In case of inward supply invoices, the Place of Supply or State Code is same as the State of the DDO/ SNO;
    - The debit/ credit note is matched to a valid invoice;
    - Sum of Taxable amount, CGST, SGST/ UTGST, IGST & Cess match with Invoice value.
    - The invoices issued by one State registration of Prasar Bharati to other State registration of Prasar Bharati for stock transfer are considered by both State registrations.
    - Any other check which may be agreed at the time of commencement of the engagement
  - Upload and download the draft returns pertaining to outward supply and inward supply on a periodic basis, to and from the GST System through the successful bidder's software;



- d) Match transaction level supplies information (such as inward supplies, TDS) as received from the respective DDOs with corresponding transaction level inward supplies information auto-generated at the GST System;
- e) Download summary return for the inward and outward supplies from the GST System and reconcile with transaction level information as received from the respective DDOs;
- f) Assistance in uploading the data relating to inward and outward supply of goods and services through excel files for the period for April 2018 to the month of commencement of services. In addition, to assist in it's reconciliation and preparation of annual returns for the year 2018-19; and
- g) Assistance in preparation of tax computation
  - i. Assistance in the calculation of output tax liability;
  - ii. Assistance in working out the input tax credit reversals; and
  - iii. Assistance in availing the balances from GSTIN in respect of ITC credits and the Cash ledger towards the tax liability.

### **3.4 Error / Mismatch Reports from GST Returns**

- 3.4.1 Bidder should undertake DDO-wise comparison of the inward supplies register, to match the details uploaded on the GSTN portal by the suppliers under GSTR-2A, provided by Prasar Bharati (for a monthly and cumulative basis period).
- 3.4.2 The bidder would prepare the details of those invoices under a State registration which are available in GSTR 2A but not available in the GST data received from units to the concerned SNO for its reconciliation.
- 3.4.3 The successful bidder would assist in reconciliation of GSTR-2A with GST information/ data received from field units.
- 3.4.4 Bidder should communicate the errors along with suggestion on actionable steps, if any, which may need to be undertaken by Prasar Bharati, in accordance with the provisions of GST law.
- 3.4.5 Based on the above, the nodal units of both the Directorates will take appropriate action therewith – such as necessary changes to be done in the GST returns.
- 3.4.6 Provision for forwarding auto mismatch alerts (through SMS and e-mail via successful bidder's software) to concerned DDOs, SNOs and Vendors, for various mismatches.
- 3.4.7 Bidder should make a mechanism to follow up with vendors on behalf of the respective DDOs to upload their GST returns and resolve such errors/ mismatches via e-mails.
- 3.4.8 Further, the offered solution should have the facility of sending automated electronic alerts to the relevant vendor contacts, wherever required (as per the information to be provided by Prasar Bharati) with a copy to Prasar Bharati.

### **3.5 Tax Liability and Payment**

- 3.5.1 On completion of the above-mentioned activities, the successful bidder will calculate and generate the registration-wise Challan(s) for discharging monthly GST liability by Prasar Bharati. It would be the responsibility of Prasar Bharati to discharge any such tax liability as per procedures and within the prescribed due dates, notified by government.



- 3.5.2 Bidder will be required to provide the details of liability to be discharged atleast five working days prior to the due date of discharge of GST liability.

### **3.6 Signing and Filing of the Returns**

- 3.6.1 The bidder would provide all assistance in preparing all applicable returns based on the information shared by Prasar Bharati (and based on the information downloaded from the GST System using the successful bidder's software). Where full or timely information is not available, bidder will discuss the position with Prasar Bharati and render advice about any applicable penalties and disclosure obligations.
- 3.6.2 Prasar Bharati would review the returns for the purpose of correctness and completeness and thereafter, an authorised signatory (as required under the GST Law) of Prasar Bharati would affix his/ her digital signature in the respective GST returns. On timely receipt of the final returns after affixing the digital signature of the authorised signatory, bidder would transmit the returns using the successful bidder GSP link to the GST System, by the prescribed due dates under GST Law. Thereafter, Prasar Bharati would directly receive an acknowledgement from the GST System. Such an acknowledgement evidences actual filing of the return with the GSTN.
- 3.6.3 Bidder will provide the copy of returns filed along with supporting details and documents, if any, to the concerned State Nodal Officers under intimation to Commercial and Finance Wings of both the Directorates.
- 3.6.4 Bidder will be required to prepare and provide the GST MIS for each GST registration of Prasar Bharati to the Commercial wings and Finance wings of both the Directorates and Taxation section of Prasar Bharati Secretariat in the mutually agreed format.

### **3.7 Exception Management**

- 3.7.1 **Data not provided within timelines:** In case the data is not provided by any of the DDOs as per the timelines mutually agreed between Prasar Bharati and the successful bidder, the successful bidder should send emails to the respective DDOs for providing the data. He is required to send atleast two reminder emails with a gap of at least one working day. In case, the data is not received even after sending requisite e-mails, the bidder should escalate the matter to the concerned responsible person within the agreed timelines.
- 3.7.2 **Performing corrections after the required validation performed by the bidder:** In case the rectified data post such validations performed by the bidder on the data, is not provided within the agreed time lines, the successful bidder should send emails to the respective DDOs for providing the data. He is required to send atleast two reminder emails with a gap of at least one working day. In case still the same is not received, bidder should escalate the matter to the concerned responsible person within the agreed timelines.
- 3.7.3 **Payment not made within the due date:** In case the payment is not made within the due date, the successful bidder should send emails to the respective DDOs for providing the data. He is required to send at least two reminder emails with a gap of at least one working day. In case still the same is not done, bidder should escalate the matter to the concerned responsible person within the agreed timelines.
- 3.7.4 **Filing of the Return:** In case the return is not filed within the due date, the successful bidder should send emails to the respective DDOs for providing the data. He is required to send at least two reminder emails with a gap of at least one working day. In case still the same is not

done, bidder should escalate the matter to the concerned responsible person within the agreed timelines.

### **3.8 Dashboards**

Successful bidder should provide role-based access of the dashboard to the authorised users of Prasar Bharati to view and download GST related various information and MIS. Such dashboards should broadly contain status of GST compliance at Prasar Bharati and GST registrations levels including details of respective outward supply, procurements, tax liability and credit eligibility, other GST MIS in the templates mutually agreed.

### **3.9 Successful Bidder as GSP**

Successful Bidder as a GSP should transmit the requisite returns (including final monthly and annual returns) to and from the GST System in an encrypted form on behalf of Prasar Bharati. It shall maintain logs of all the transactions including API calls made to GSTN on behalf of Prasar Bharati to establish audit trail of return transmission, as appropriate.

### **3.10 Preparation of GST TDS Return**

**3.10.1 Collation of data from DDO's:** At the start of the engagement, successful bidder should provide the list of information required, the format in which that information should be provided and the timelines by when bidder is expected to receive the data. The data would be provided by all DDOs for preparation of TDS return wherein the total value of supply under a contract exceeds INR 2.5 lacs (excluding CGST, SGST/ UTGST, IGST & GST Cess) and payment to such suppliers.

**3.10.2 Processing of data for preparation of TDS Returns:** Bidder should assist Prasar Bharati in preparation of the requisite filing of TDS returns. On receipt of the requisite information from Prasar Bharati (in the format mutually agreed by bidder and Prasar Bharati), bidder should undertake the following:

- a) Process transaction level information received from the all DDOs to enable preparation of requisite returns;
- b) Upload and download the draft returns pertaining to Tax Deducted at Source ("TDS") as may be applicable on a periodic basis, to and from the GST System through the successful bidder's offered solution;
- c) Validate the details sent by the DDOs and if information given by DDOs found to be incorrect the same shall be intimated to the DDOs via e-mails.
- d) Validation of TDS rates and corresponding Goods/Services on which TDS is applicable.
- e) As part of the above process, software should validate the GSTIN of the deductee received from Prasar Bharati.

### **3.11 Tax Liability and Payment**

On completion of the above-mentioned activities, the successful bidder will calculate and generate the Challan(s) for discharging monthly GST TDS liability by Prasar Bharati. It would be the responsibility of Prasar Bharati to discharge any such tax liability as per procedures and within the prescribed due dates, notified by government.

### **3.12 Signing and Filing of the Returns**

The bidder would provide all assistance in preparing all applicable returns based on the information shared by Prasar Bharati (and based on the information downloaded from the GST System using the successful bidder's software. Where full or timely information is not available, bidder will discuss the position with Prasar Bharati and render advice about any applicable penalties and disclosure obligations.

Prasar Bharati would review the returns and thereafter, an authorized signatory (as required under the GST Law) of Prasar Bharati would affix his/ her digital signature in the respective GST returns. On timely receipt of the final returns after affixing the digital signature of the authorised signatory, bidder would transmit the returns using the successful bidder's software to the GST System, by the prescribed due dates under GST Law. Thereafter, Prasar Bharati would directly receive an acknowledgement from the GST System. Such an acknowledgement evidences actual filing of the return with the GSTN.

Bidder will provide the copy of returns filed along with supporting details and documents, if any, to the concerned State Nodal Officers/ Nodal DDOs under intimation to Commercial and Finance Wings of both the Directorates.

Bidder will be required to prepare and provide the GST MIS for each GST registration of Prasar Bharati to the Commercial wings and Finance wings of both the Directorates and Taxation section of Prasar Bharati Secretariat.

### **3.13 Generation of TDS certificate**

Bidder should assist in generation of the TDS certificate in the form GSTR-7A on the basis of the GSTR-7 filed by Prasar Bharati within five days of filing of GSTR-7. Further, bidder should assist in generating and sending all the TDS Certificate to the relevant DDOs.

### **3.14 Exception to Management**

In case the data is not provided on timely basis, the successful bidder should send emails to all respective DDOs for the data under intimation to concerned Nodal DDO and Finance wings of the concerned Directorate. Further, in case the data is not provided within the agreed timelines, the successful bidder should send emails to the respective DDOs for providing the data. He is required to send at least two reminder emails with a gap of at least one working day. In case the data is not received even after sending reminder e-mails, bidder should escalate the matter to the higher authorities.

### **3.15 Preparation and generation of E-Way Bill (EWB)**

**3.15.1 Data Collection from Prasar Bharati:** At the start of the engagement, successful bidder should provide the list of information required, the format in which that information should be provided and the timelines by when bidder expect to receive the data.

**3.15.2 Assistance in generation of EWB:** Successful bidder shall assist Prasar Bharati in generation of EWB for all GST registrations of Prasar Bharati as a supplier or recipient for the period as mentioned herein above. On receipt of the Data, bidder's application should undertake the following:



- a) Process Data (by undertaking certain validation for generation of EWB) received from all DDOs;
- b) Upload/download the data pertaining to EWB generation to and from the System through the successful bidder's software;
- c) Enable Prasar Bharati to download the EWBs pursuant to the data uploaded to system.
- d) Enable Prasar Bharati for cancellation/rejection of EWBs issued, as permitted.
- e) Incorporating the EWB in the concerned GST return.

### **3.16 Error Reports**

- 3.16.1 On completion of the processing (including validations) of information as explained in above para, error reports for the respective SNOs as well as for DDOs should be auto-generated by the bidder's application for viewing and downloading by the authorized users of Prasar Bharati (as identified by the Prasar Bharati). Additionally, the authorized users would receive automated electronic alerts (for example, emails and/ or short messaging service) for error reports.
- 3.16.2 To resolve such errors at the earliest, bidder should send the emails to the respective DDOs under intimation of the concerned SNO. Thereafter, the bidder should update the information in EWB.

### **3.17 Dashboards**

Successful bidder should provide role-based access of the dashboard to the authorised users of Prasar Bharati to view and download EWB data. Such dashboards would broadly contain status of EWBs.

### **3.18 Successful Bidder as GSP**

Successful Bidder as a GSP would transmit the EWB data to and from the System in an encrypted form via application software. It shall maintain logs of all the transactions including API calls made to the system to maintain an audit trail, as appropriate.

### **3.19 Preparation of Annual Return**

The bidder would provide all assistance in preparing all applicable returns based on the information shared by Prasar Bharati for the following process:

- a) The bidder shall collate the outward supplies related information and details in respect to the GST paid as disclosed in the GST returns (GSTR-1 and GSTR-3B) and any reconciliations prepared in this regard, for the purpose of disclosures to be made in the annual return;
- b) Verify the reconciliation of ITC availed as per applicable GST return (GSTR-3B) as against GSTR-2A to check the correctness of the ITC availed by Prasar Bharati for the purpose of disclosures in the annual return;
- c) Verification of details of ITC reversed, transitioned ITC and ineligible ITC as declared in the returns;
- d) The bidder is required to obtain the data in respect of the outward/inward supplies made during the year from all DDOs of Prasar Bharati and prepare reconciliations in respect of each such DDO.

- c) Verification of any corrective measures such as ITC availed reversal and amendment to outward GST liability pertaining to the said-period carried out subsequently till the return month of September following the end of financial year.
- f) Obtain information on any tax demand received and details with respect to refund claims made by Prasar Bharati during the period of audit for the purpose of disclosure in the annual return.
- g) Other details as may be notified or required from time to time.

### 3.20 Assistance During Audit to be Conducted Under GST Acts for Preparation of GSTR-9C

- a) Successful Bidder should assist Prasar Bharati in preparing the detailed list of records/documents that need to be filed with the Government as part of GST Audit of all registrations of Prasar Bharati separately.
- b) The bidder would collate the details of outward and inward supplies from all DDOs. The successful bidder should assist Prasar Bharati in preparing the reconciliation statement, in the GSTR-9C, of the disclosures made in the GST returns and the audited financial statements (as per the State-wise financial statement which would be provided by Prasar Bharati) for all registrations.
- c) The successful bidder should review all collated information/documents, as per the requirements of GST law.
- d) Bidder should advise Prasar Bharati in preparing any other information as required by the third party auditors appointed by Prasar Bharati for GST audit.
- e) Further, the draft GST Audit report of all registrations should be reviewed by the bidder, and would provide comments thereon.

### 3.21 GST Support Services

- a) Regular updates on news/alerts, notices, circulars and notifications with potential impact on Prasar Bharati business with the successful bidder's software perspective and implementation thereof.
- b) Bidder shall provide the support services to address various queries raised or problems faced by Prasar Bharati users and resolve the issues immediately related to GST compliances. He shall assign one suitable person to address the day to day issues and extend routine support services.

### 3.22 Assistance in Reconciliation of Various Returns and ITC Awailed

- 3.22.1 The successful bidder should assist Prasar Bharati in reconciliation among various GST returns as well as with subsidiary records, with information submitted on E-Way Bill portal & in GST TDS returns so that information submitted in various returns/ portal be in sync.
- 3.22.2 The successful bidder should assist in calculation of ITC to be reversed on account of non-payment of inward supply bill and interest thereon to be paid.
- 3.22.3 The successful bidder should assist in calculation of ITC to be availed which was reversed earlier by capturing the data of payment made against inward supply invoices.

### 3.23 Training

- 3.23.1 Bidder shall provide requisite training and hand-holding support at Delhi to create master trainers in Prasar Bharati for further training to users.
- 3.23.2 The bidder shall also organize online web-based training sessions for all field stations and provide training videos/guiding notes explaining all step-wise activities as per the proposed IT solution.

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3.23.3 In addition, bidder shall organize two familiarization training sessions at Delhi for officials of Prasar Bharati and both of its verticals which inter alia should include the impact on business and applicable provisions of the GST law.

### 3.24 Period for Engagement

The successful bidder shall initially be engaged for 2 years period from the date of signing of the contract. The term is extendable for a period of two more years (one year at a time) considering the performance of the bidder on the same terms & conditions and at same cost excluding the one-time implementation charges quoted by the successful bidder.

### 3.25 Storage and Retrieval of Data

The successful bidder should store the data provided for the purpose of preparing the GST returns (and any other incremental information provided to successful bidder), in electronic form till the validity of the contract for the purpose of retrieval of data. During the said period requisite information shall be provided to Prasar Bharati whenever needed. On expiry of the contract, the entire data shall be handed over to Prasar Bharati in readable formats like Ms-Excel or in any other format mutually agreed to. No data should be leaked and given access to any unauthorised person and its security & integrity should be maintained at all times. The successful bidder will provide a list of reports that can be retrieved from the data stored. The bidder will be responsible for maintaining the back up of all GST related data of Prasar Bharati which could be utilized in case of any inadvertent damage to the original data. Successful bidder shall ensure security, privacy, integrity, archiving & retrieval of data travelling from end user application to its system and to GSTN and vice-versa.

**Note: The above mentioned Scope of Work is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for the Implementation of GST, Rules, Notifications as and when issued by GOI/CBIC.**

### 3.26 Performance Standard

The System should ensure that functions and its integrations are according to the definition as per scope of work and the average availability of the application software shall be at least 99.5% in a quarter. The performance standard will be calculated by the following formula:

$$\text{Average Availability Time per Quarter} = \frac{\text{System Availability in Working Hours in a Quarter}}{\text{Total Available Working Hours in a Quarter excluding Scheduled Down Time in Working Hours}}$$

Note:

- I. *For the purpose of this clause, the working hours means the time period between 0900 Hrs to 2100 Hrs on all working days observed in Prasar Bharati.*
- II. *In case there is working day in any State/UT of India on any week day than it will be treated as a working day observed in Prasar Bharati.*
- III. *The Scheduled Down Time in Working Hours will be decided in agreement with Prasar Bharati.*
- IV. *Any deviation from performance standard, penalty shall be imposed in terms of clause 2.5 above.*

### 3.27 Query Resolution System

- 3.27.2 3.27.1 The successful bidder shall ensure to provide a flaw less and qualified Query Resolution System in order to respond the operational queries of field units of Prasar Bharati.
- 3.27.3
- 3.27.4 The successful bidder has to provide a web based solution for accepting the queries from field units of Prasar Bharati. In addition to the web based solution, the successful bidder will also provide Email-ids and Phone numbers for raising queries by the field units of Prasar Bharati. Unique ticket number will be generated for each query. The successful bidder will ensure that the query raised shall be addressed within 24 hours.
- 3.27.5 The successful bidder will provide support over phone during office hours i.e. 0900 HRS to 2100 HRS.
- 3.27.6 The Query Resolution System will be provided during entire period of the contract.
- 3.27.7 Any unreasonable delay in query resolution as decided by Prasar Bharati, penalty shall be imposed in terms of clause 2.5 above.



## Chapter 4: Price Schedule

The bidders are required to submit their Price bid in the format prescribed at Price Bid format annexed with NIT.

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## Chapter 5: Contract Forms

The Contract forms which are required to be uploaded with Technical Bid by the bidders along with requisite annexures and documents as prescribed in Tender document are as follows:

Form-1: Technical Bid Letter as per Annexure-X

Form-2: Contract Form as per Annexure-A7

*Sub-*

## Chapter 6: Other Standard Information

### 6 Documents/ Information to be Submitted with Bids-Check List

- 6.1 The requisite documentary evidence needs to be submitted by the bidder for each of the eligibility criteria. The following information/data shall be provided in the "Techno-Commercial Bid" by the bidders:
- (a) A demand draft/ pay order for EMD.
  - (b) No Deviation Certificate *as per Annexure I*– In case of any deviation with the terms and conditions and Scope of work of the tender document, the bid shall be liable for rejection.
  - (c) General Declaration Certificate *as per Annexure II*.
  - (d) Declaration on Non-Disclosure *as per Annexure III*.
  - (e) Copy of GST registration certificate.
  - (f) Copy of PAN card.
  - (g) NEFT/RTGS details for e-payment of consultancy fee *as per Annexure IV*.
  - (h) Format of Bank Guarantee for Security Deposit *as per Annexure V*.
  - (i) Authorization (Power of Attorney) in support of Signatory of the Tender.
  - (j) Request for changes and modification to Bid Documents as per Annexure VI.
  - (k) Firm Details as per Annexure VII.
  - (l) Detail of offices of Bidder as per Annexure VIII.
  - (m) Relevant Work Experience of Bidder along with supporting document as per Annexure IX.
  - (n) Technical Bid letter in Annexure X.
  - (o) Contract Forms in Annexure-XI.
  - (p) Price Bid in Annexure-XII.
- 6.1.1 Prasar Bharati reserves the right to verify information submitted by the bidder. In case the information is found false/incorrect, the offer shall be rejected and shall also be liable for other action as per Prasar Bharati policy.
- 6.2 For each identified element of the scope of work and time of completion stated in clause 3 of this NIT Document, bidders shall submit the category-wise intermediate manpower deployment proposed by them such as Partner, Senior Consultant, and Associates etc. or in similar categories as may be relevant for the assignment & bidder.
- 6.3 Details of key personnel likely to be deployed on the project need to be provided. All key personnel deployed on the project must necessarily possess adequate relevant experience.
- 6.4 Self-declaration needs to be signed by authorised signatory.

*Jan*

**Subject: NIT for "Engagement of GSP-cum-ASP for PRASAR BHARATI".**

Reference: Tender Enquiry No: D-24011/01/2018-GA

**NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender 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. Deviations, if any mentioned elsewhere in our bid (whether technical bid or price bid) will be treated as null and void by PRASAR BHARATI.

Signature of Authorized Signatory of Bidder



Name:

Designation:

Date:

Place:

Seal of Organization:

Subject: Notice Inviting Tender for “Engagement of GSP-cum-ASP for PRASAR BHARATI”.  
NIT Enquiry No: D-24011/01/2018-GA

**GENERAL DECLARATION CERTIFICATE**

I, \_\_\_\_\_ do hereby certify that all the information and data furnished with regard to this NIT No. \_\_\_\_\_ are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I/We do hereby also declare that during the tenure as **GSP-cum-ASP for PRASAR BHARATI**, any amendment /updatation required from time to time shall be automatically applicable to the contract to the extent they improve upon the stipulation of this NIT from PRASAR BHARATI view.

I/We also undertake to maintain confidentiality of documents & information which shall be used during the execution of the Contract and the documents & information shall not be revealed to or shared with third party which shall not be in the business interest of PRASAR BHARATI.

I, further certify that I am the duly authorized representative of my bidder M/s \_\_\_\_\_ for the purpose of signing and submission of bids and all other documents for this tender.

(Signature & seal of authorized signatory)

(This is to be given on the letter head of the bidder)



**ANNEXURE -III**  
**(Part I: Technical Bid)**

**Subject:** NIT for "Engagement of GSP-cum-ASP for PRASAR BHARATI".

**Reference:** Tender Enquiry No: D-24011/01/2018-GA

**DECLARATION ON NON DISCLOSURE**

M/s..... willing to provide service to PRASAR BHARATI for appointment of a GST Suvidha Provider (GSP)-cum-Application Service Provider (ASP), hereby undertake to comply with the following in line with information security of PRASAR BHARATI:

- 1.0 To maintain confidentiality of documents & information used during the execution of the contract.
- 2.0 The documents & information shall not be revealed to or shared with third party in a manner which is detrimental to the business interest of PRASAR BHARATI.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:



**Annexure IV**  
**(Part I: Technical Bid)**

**Subject:** NIT for “Engagement of GSP-cum-ASP for PRASAR BHARATI”.

**Reference:** Tender Enquiry No: D-24011/01/2018-GA

**RTGS / NEFT Format**

<b>Beneficiary Name</b>	
<b>Beneficiary Bank Name</b>	
<b>Beneficiary Bank address</b>	
<b>IFSC CODE of the bank</b>	
<b>Beneficiary Account Number</b>	
<b>Email ID</b>	
<b>PAN</b>	

**Enclosed:** A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform PRASAR BHARATI in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Name:

Date:

Seal of Company:



Subject: NIT for "Engagement of GSP-cum-ASP for PRASAR BHARATI".

Reference: Tender Enquiry No: D-24011/01/2018-GA

**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,  
Mandi House Complex,  
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 awarded to M/s \_\_\_\_\_ with its Registered Office at \_\_\_\_\_ (hereinafter referred to as the 'GSP-cum-ASP' 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 of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the GSP-cum-ASP resulting in a 'Contract' bearing No dated ..... valued at \_\_\_\_\_ for (scope of contract) and the GSP-cum-ASP 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 its Head Office at \_\_\_\_\_ (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 money payable by the service provider to the extent of ..... as aforesaid at any time up to (days month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the GSP-cum-ASP. Any such demand made by the PRASAR BHARATI on the bank shall be conclusive and binding notwithstanding any difference between the PRASAR BHARATI and GSP-cum-ASP or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this guarantee during its 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 GSP-cum-ASP. 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 GSP-cum-ASP, 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 GSP-cum-ASP 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 GSP-cum-ASP and not withstanding any security or other guarantee that the PRASAR BHARATI may have in relation to the GSP-cum-ASP's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to

\_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period, as may be desired by M/s \_\_\_\_\_ whose behalf this guarantee has been given.

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

\_\_\_\_\_ Day of \_\_\_\_\_ 2017 at | \_\_\_\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Designation and bank stamp)

Attorney as per Power of Attorney No. \_\_\_\_\_ Date \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name & Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name & Address \_\_\_\_\_





Annexure VI  
(Part I: Technical Bid)

Consultancy Services package for

Engagement of GSP-cum-ASP for PRASAR BHARATI

**PROFORMA FOR CHANGES/MODIFICATIONS SOUGHT BY BIDDERS TO THE  
BIDDING CONDITIONS**

PRASAR BHARATI expects the bidders to fully accept the terms and conditions of the bidding documents. However, the following proforma can be used to inform about the proposed changes/modification in advance to the pre-bid conference date.

Clause No. of Bidding Document	Full compliance / not agreed	Changes/modifications proposed by the bidders	Changes/modifications proposed by the bidders	Remarks

Signature of the Bidder

Name: \_\_\_\_\_

Seal of the Organisation:



**Annexure VII**  
**(Part-I: Technical Bid)**

**Subject:** NIT for “Engagement of GSP-cum-ASP for PRASAR BHARATI”.

Reference: Tender Enquiry No: D-24011/01/2018-GA

**FIRM DETAILS**

Name of the Firm	
Address	
Name of the Authorized Partner / Proprietor / Associate / Others	
Telephone Nos.	
Fax No.	
Mobile No.	
Email Address	
Date of Establishment	
Web Site Address (if any)	

**Copy of latest Annual Report of the firm may be enclosed.**

Signature of Authorized Signatory of Bidder Name:

Designation:

Date:

Place:

Seal of Organization:

**Annexure VIII**  
**(Part-I: Technical Bid)**

**Subject:** NIT for "Engagement of GSP-cum-ASP for PRASAR BHARATI".

**Reference:** Tender Enquiry No: D-24011/01/2018-GA

**Details of office of the bidder(s)**

S. No.	Name of State	Name of City	Status of Office (Owned/Leased)	Complete Address	Telephone No.	No. Of Qualified Professionals

Signature of Authorized Signatory of Bidder Name:

Designation:

Date:

Place:

Seal of Organization:

*Handwritten signature*

**Annexure IX**  
**(Part-I: Technical Bid)**

**Subject:** NIT for “Engagement of GSP-cum-ASP for PRASAR BHARATI”.

**Relevant experience of the Bidder**

S.No.	Name of Client	Client's status (Government/Private)	Nature of Assignment	Work Order/ LoA No. and Date	Work Order / LoA Value (Rs.)	Turnover of Client for FY 2016-17 (Rs/Crs )	Names of states/Uts where clients branches/ subordinate/ attached offices are situated	Date of completion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of Authorized Signatory of

Bidder Name:

Desination: Date:

Place:

Seal of  
Organization:

*[Handwritten Signature]*

**TECHNICAL BID LETTER**

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

To  
Dy. Director (Admn.)  
All India Radio  
Prasar Bharati,  
Akashvani Bhawan, P. Street,  
New Delhi.

**Subject:** NIT for "Engagement of GSP-cum-ASP for PRASAR BHARATI".  
**Ref:** NIT Enquiry No: D-24011/01/2018-GA

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we the undersigned offer over services as GSP-cum-ASP for Prasar Bharati in conformity with the said bidding documents.

- I. If our bid is accepted, we undertake to supply, Install, Test and Commission the software in accordance with the specifications/requirements specified in this tender document.
- II. If our bid is accepted, we will submit an unconditional performance bank guarantee for the sum equivalent to 10% of the Contract Price (i.e. total Order Value) for the due performance of the Contract and due performance of the software, etc., in the form prescribed by the Prasar Bharati.

We agree to abide by this bid for a period of 180 days, which may be extended, after the date fixed for opening of price bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We declare that we will offer the said software at the price mentioned in the Price Bid.

We have carefully read and understood the terms and conditions of the bid document and the conditions for the contract applicable to the bid document and we do hereby unconditionally undertake to accept the terms and conditions mentioned in this tender document.

Name:  
Designation:  
Date:  
Place:

Signature of Authorized Signatory of Bidder

Seal of Organization



**Annexure XI**  
**(Part-I: Technical Bid)**

**Contract Forms**

**Form-1**(to be submitted along with Technical Bid)

**Technical Bid Form**

**(PLEASE COMPLETE THE FORM AND ENCLOSE NECESSARY DOCUMENTS  
WITH PAGINATION IN SUPPORT THEREOF WHEREVER REQUIRED)**

**BID PARTICULARS FOR TENDER NO. :**

1) Name and Type of the Bidder :

2) Address of the Bidder :

Telephone :

Fax :

E-mail :

3) Bidder's proposal number and date :

4) Name & Address of the officer to  
whom all references shall be made  
regarding this tender :

Telephone :

Fax :

E-mail :

5) Details of payment of Earnest Money/Bid Security :

Particulars	DD Date	DD No.	Drawn on Bank	Amount
EMD				

6) No. of years of experience :

(Attach certificates from Client – for successful running)

7) Detailed list of Help Desk/Service Centers/  
Maintenance Facility

- 8) Copy of Income Tax returns : Yes/No  
(Attach attested copies)
- 9) GST Registration Certificate : Yes/No  
(Attach attested copies)
- 10) Whether the tenderer has, ever, been blacklisted : Yes/No  
If yes, reason and date of blacklisting :
- 11) Whether the order of blacklisting withdrawn : Yes/No  
If yes, when was withdrawn :
- 12) An undertaking that the tenderer has : Yes/No  
never been blacklisted or otherwise
- 13) PAN No. :
- 14) TIN No. :
- 15) Documentary evidence of ISO  
Certification attached : Yes/No
- 19) Documentary evidence of being authorized :  
distributor/ channel partner by the manufacturer.

I/We have read all the terms and conditions of tender and accept them in full (Enclose a certificate of acceptance).

(Signature) Seal

**DECLARATION**

I/WE DECLARE THAT THE INFORMATION SUPPLIED ABOVE IS CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

(Signature) Seal

*Seal*

## Annexure-XII - PRICE BID

Subject: Notice Inviting Tender for "Engagement of GSP-cum-ASP for PRASAR BHARATI".

Tender No: D-24011/01/2018-GA

S.No.	Particulars	Unit	Quantity	Rate (inRs.)	Amount (in Rs.)
1	2	3	4	5	6=(4x5)
A	One Time Implementation charges for customization (inclusive of infrastructure and other charges etc.)	One time charges	Lumpsum		
B	Charges for Managed Services including Cloud Hosting for the offered application. (For the purpose of determining lowest bidder, prices for two years will be considered.)	Annual	2		
C	Charges for data uploading (rate per invoice) – for financial evaluation purposes, 3 lakh invoices would be taken into account. However, payment would be made as per actual number of invoices uploaded.	Invoice	3,00,000		
D	Charges for Support services including facilitating the filing of all requisite GST returns, TDS returns and Annual Returns, etc.	Per Annum	2		
E	Training and capacity building of staff		Lumpsum		
<b>Total</b>					
<b>GST</b>					
<b>Gross Total including GST</b>					

Note:-

- 1 GST is required to be quoted separately in the price bid. Non-quoting of GST separately in the price bid will be deemed to be included in the price quoted. In such cases additional claim on account of GST shall not be entertained at any cost.

Signature of Authorized Signatory of Bidder

Name: Designation:

Date:

Place:

