Request for Proposal

(RFP)

For

ENGAGEMENT OF CONSULTANT

For

Implementation of GST in Prasar Bharati

PRASAR BHARATI (India's Public Service Broadcaster) ALL INDIA RADIO AKASHVANI BHAWAN PARLIAMENT STREET, NEW DELHI-110001

(website): www.air.org.in

DETAILED NOTICE INVITING REQUEST FOR PROPOSALS (DNIRFP)

PRASAR BHARATI All India Radio, Akashwani Bhawan, Parliament Street, New Delhi-110001

Request For Proposals (RFP) for appointment of a Consultant to advise and assist Prasar Bharati in the Transformation of its Indirect Tax functions by making it GST ready and be compliant from the date of applicability of GST including its two Directorates(AIR & DD) & their field units/ stations/ kendras.

The bids are hereby invited by All India Radio on behalf of Prasar Bharati for provision of the above-said services. The crucial dates for the RFP are as under:

Important Information pertaining to RFP at a Glance:

S. No	Particulars
1	RFP No: D-24011/01/2017-GA
2	Bid Security/ EMD Rs. 1,00,000/-
3	Tender Validity: 120 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 Service Tax / GST.
7	Contact person: Shri Kanwarjeet Singh, DDA (GA), All India Radio, Akashwani Bhawan,
	Parliament Street, New Delhi-110001.
8	Calendar Dates relating to Request for Proposal (RFP):

	REQUEST FOR PROPOSAL	(RFP) CALENDER DATES	
S1.	Events	Date & Time	
No.			
1	RFP Document Sales start date & time	13.06.2017 10:00Hrs	
2	RFP Document Sales end date & time	04.07.2017 15:00 Hrs	
3	Bid Submission Start Date & Time	13.06.2017 10:00Hrs	
4	Pre Bid Query Receipt Start Date & Time	20.06.2017 10:30Hrs	
5	Pre Bid Query Receipt Close Date & Time	22.06.2017 14:30Hrs	
6	Pre Bid Meeting Venue Date & Time	Akashwani Bhawan on 27.06.2017 at 11:00 Hrs	
7	Place of Presentation and Discussions with the	Room No.235, All India Radio, Akashwani	
	prospective Bidders	Bhawan, Parliament Street, New Delhi-110001	
8	Bid Submission Close Date & Time	04.07.2017 15:30Hrs	
9	Technical Bid Opening Date & Time	04.07.2017 16:00Hrs.	
10	Price Bid Opening & Time	To be Intimated Later	

Interested bidders may submit their bid offer on-line on or before date & time specified above.

(Kanwarjeet Singh) Dy. Director Admn. (GA) Tele:-23421174

PRASAR BHARATI All India Radio

1. **INTRODUCTION**

- 1.1 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 f broadcasting on radio and television.
- 1.2 From 01.04.2005, the accounts are initially compiled on cash basis at field unit level and subsequently converted into accrual basis to the extent possible based on the information collected from both the Directorate. Prasar BharatiBoard, however decided to give effect to complete switch over from cash to accrual accounting at field unit/ level also.
- 1.3 Presently, the total number of Drawing and Disbursing Offices are three (3), two hundred ninety six (296) and two hundred fifty three (253) in Prasar Bharati Secretariat, All India Radio (AIR) and Doordarshan (DD) respectively spread across all the States and Union Territories of the country.
- 1.4 Prasar Bharati compiles Receipts and Payments Accounts on monthly basis. The financial statements of Prasar Bharati are audited by CAG. The duly audited annual financial statements are forwarded to the Central Govt. for laying before the both Houses of the Parliament.
- 1.5 The income from sales / services (including taxes) of Prasar Bharati for financial year 2015-16 is Rs. 992.67 crore. Besides, Prasar Bharati has earned Rs.5.13 crores, Rs.104.95 crores and Rs.313.39 crores on account of Fees/ subscriptions / Interest earnings and other income respectively.
- 1.6 At present, Prasar Bharati has two Centralized Service Tax registration at directorate level in Delhi whereas Sales Tax/ VAT, Income Tax (TAN), Central Sales Tax are decentralized at field unit level. For the purpose of service tax reporting, the data from field units are manually consolidated at Directorate level. This leads to significant inefficiency and risk in Tax compliance.
- 1.7 With the intent of aligning the current tax operations of the Prasar Bharati with the proposed GST regime, the organisation proposes to prepare an action plan to become GST Ready. The objective is to avoid any impact on business operations due to transition to the GST so as to ensure full compliance under GST and also to ensure that all the benefits of GST are realized by the organization.
- 1.8 Prasar Bharati hereby invites proposals from interested & eligible bidders for advisory and implementation services that suggest procedural changes and thereafter assist in the deployment of changes suggested to transform the tax functions of Prasar Bharati to make it GST ready, ensure GST compliances and also to ensure smooth process of transition from the present indirect tax regime within the time frame for taking maximum input credit as per earlier laws and optimum tax benefits under the forthcoming GST.

2. **DEFINITIONS**

Under the context otherwise requires, the following terms whenever used in this document shall have the following meanings:

- (a) "Applicable Law" shall mean the Indian Law both substantive and procedural.
- (b) "Bidder" means the person(s), partnership firm, LLP, corporate entity or any other organisation who is under the process of being contracted by the Employer for delivery of service. The word is considered synonymous to Consultant.
- (c) "**Consultant**" means the successful Bidder that may provide or provides the Services to the Employer under theContract.
- (d) "**ContractValue**"meansthepriceinIndianrupeesfortheperformanceoftheServices for the complete Scope of Work as per Tender document.
- (e) "**Implementation of GST in India**" means implementation of GST in all the States and Union Territories ofIndia.
- (f) "Employer" means DG:AIR, Akashwani Bhawan, Parliament Street, New Delhi.
- (g) "**Prasar Bharati**" means the each and every unit of Prasar Bharati which includes its Secretariat, both directorates viz. All India Radio, Doordarshan and their all field formations/ units/ Stations/ Kendras.
- (h) "Assignment" or "Project" or "Services" or "Job" means the work to be performed by the successful bidders pursuant to this Contract, as described in the detailed "Scope ofWork".

3. SCOPE OF WORK AND TIME OF COMPLETION:

3.1 **Detailed Scope of Work (SoW)**: Prasar Bharati, with the intent of aligning its current indirect tax operations with the proposed/ forthcoming GST regime proposes to transform its tax functions. The detailed scope of work, for fulfilling the objective of transforming the tax functions to make it an GST compliant organisation from tax perspective, is to be performed. The detailed scope of work is as follows:

S.No.	Scope of Work		
1.	GST Implementation assistance:		
	Assistance for smooth GST implementation in Prasar Bharati and advise on all related aspects		
	including but not limited to the following:		
	• Advices in relation to obtaining/ migration of registration (Provisional & Final registration) for		
	Prasar Bharati under GSTregime.		
	• Preparation of a document encompassing requirements of statutory compliance including maintenance of records, filing of returns, etc. under CGST, IGST and all SGST/ UTGST laws		
	including ISD (Input Service Distribution), Rules, Notifications, Circulars, Invoices to optimize the GST incidence,etc.		
	• Study of current indirect tax compliance mechanism of Prasar Bharati and suggest suitable changes required under GST regime for minimizing the tax burden, effective utilization of available credits		
	and suggestion for review mechanism for availing all eligible input tax credits and utilization under GSTetc.		
	• Examination of Prasar Bharati contracts executed/ under process/ ongoing tendering process with		
	the clients/customers on sizeable sample basis vis-à-vis Prasar Bharati business activities for		
	supplies and procurement of supplies, to suggest modifications required if any, covering all		
	spectrums of activities of the organisation, in the contract clauses entered into by Prasar Bharati for		
	GST regime. Advices would also include suggestions on changes required in structure of contracts		

	(sales, purchases, import, services, etc.) including specific clauses and additional details to be captured so as to optimize the tax incidence under GSTregime.		
	• Preparation of a document encompassing the changes required for implementing GST.		
	• Impact assessment and render advices on various areas such as Tax, Accounting, Organisation, IT		
	software, etc. as detailed in Annnexure-1.		
	• Impact of transitional provisions and methodology to avail input tax credits for the earlier		
	years.		
	• Working requirement / assessment of number of staff for smooth compliance of GST in		
	respect of all offices / Stations / Kendras situated in India.		
	 Specific emphasis on analysis zero rated supplies / Services covered in Prasar Bharati. 		
	• Outlining the tax aspects of key transactions of Prasar Bharati including valuation, classification, place of supply and transmission/ broadcasting of programs and advertisements etc.thereof.		
	• Suggestions with justifications on having Input Service Distribution (ISD) registration inPrasar Bharati.		
	• Suggestions, if any on the migration plan before enactment of the GST law, for smooth transition		
	from pre GST regime to GST regime including the action points for CENVAT/ VAT credits,		
	changes in present billing system, reverse charge cases, refunds, etc		
2.	Preparation of a document manifesting		
	• guidelines on major issues of compliances under GST, availment of input tax credits, refunds,		
	returns, possible exemptions in relation to Prasar Bharati business, principles to determine inter or		
	intra state supplies/Services, sales/ purchase contract formulation, place of supplies, imports, Input		
	Service Distribution(ISD)s, Time & Value of supplies and anti profiteering mechanism in Prasar		
	Bharati, etc.		
	• Communication strategy: Advise and design blueprint on communication strategy among various		
	external Stakeholders/ Partners/ Third parties and Prasar Bharati'sinternal communication system		
	wherein letters/ FAQs/ clarifications advising AIR & DD and their Stations/ Kendras/ units.		
	Presentation to the Senior Management of Prasar Bharati highlighting the important changes on		
	various activities/operations of Prasar Bharati due to GST and suggesting eventual strategies for		
	optimizing the tax incidence.		
3.	Undertake 05 trainings/ workshop of two days each for the Prasar Bharati's personnel (spanning		
	various functions such as tax, services, supplies and procurement) at Delhi (03) and Mumbai (02) to		
	highlight the impact on business and applicable provisions of the new law of GST such as key		
	compliances and documentation requirements and post GST scenario.		
4.	Identification of additional issues and advises to Prasar Bharati thereon.		
	Issue arising out of or connected to transitory provisions including ongoing litigation, assessment, etc.		
	Advising Prasar Bharati on any matter considered important and significant in the view of the		
	consultant during Transitions and/or as per the requirement of the Prasar Bharati. Handout on		
	reconciliation procedure for monitoring Input/ Output/ final monthly returns and guidance to track on		
	Un-reconciledtransactions.		
5.	Post GST implementation/ Handholding assistance:		
	• On site assistance on a month to month basis to ensure that the GST laws are complied with. The		
	bidder shall handhold, comply and train for a given period to ensure that taxes are paid, credits in		
	full are availed of and reporting & compliances envisaged in the GST law are compiled in toto.		
	• On-call/ troubleshooting support on entire indirect tax processes.		
	• Filing of various periodical GST Returns for Prasar Bharati covering assistance in		
	outwards/inwards information of matching /un-matching transactions and reconciliation thereof.		
	• Advice necessary checks to be implemented to ensureauthenticity of data being received at the		
	centralised platform;		
	• Validate all output/ reports in the new framework during this phase.		
	• Guide/ advice for developing necessary tools for review, monitoring, reporting and compliance		

with reports required in GST regime and preservation of related records in digital form.
• Time to time advice on other compliances to be undertaken by the Prasar Bharati under the GST regime and any other eventual queries that may arise along with timely implementation of any relevant circulars/ notifications/ amendments in Prasar Bharati, during the engagement of the consultant.
Highlight areas of potential non-compliance to regulation
• Develop a Litigation Tracker for managing GST assessments and litigations at Directorate level and reporting at Prasar Bharati Secretariat
• Standardize format for MIS of Head Quarter and stations/ Kendras to ensure the statutorycompliances.
• Render advices Prasar Bharati on all issues related to GST as covered in present day Service Tax/VAT.
• Hand holding of Prasar Bharati's tax core team.
• Please note that the above 'Post GST implementation/ handholding assistance' shall be provided for a period of one year from the introduction of GST law.

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/CBEC.

3.2 Time line for completion of making Prasar Bharati GST compliant:

Tentative time line of completion shall be within 2 months from the date of award *or* as per mutually agreed timeline for smooth & effective implementation.

Sl. No.	Description	Criteria	Supporting documents to be submitted by bidder for Pre-qualification
1.	Type of Bidder	The Bidder should be a Government organisation or Partnership Firm or Limited Liability Partnership (LLP) or Company or any other body registered in India. The bidder should be registered with Income tax department and Service Tax Department.	 Registration Certificate. Name(s) and other details of the authorized signatory(ies) that are authorized to execute the contract & other documents. Copy of valid PAN issued by Income- Tax Department. Copy of valid Service tax registration number issued by Service Tax Department.
2.	Experience of the organisation	The Bidder should have minimum 10 years of experience. During last five financial years i.e. 2012-13 to 2016-17, the bidder should have completed minimum 5 (Five) years of Indirect Tax (Excise/ Service Tax/ VAT/ CST) assignments, including consultancy of Indirect taxation in India and minimum of one such work order of Rs. ten (10) lakh should be from an entity engaged in Media and Broadcasting services.	 Details to be furnished as per <i>Exhibit</i> Details to be furnished as per <i>Exhibit</i> II. Copy of award of Work anddocumentary evidence in support of successful completion of assignment. Copy of Audited Financial Statement or annual reports or certificate ofturnover from Statutory Auditors of the clients in support of turnover during the year of award ofwork. List of clients whose Indirect tax assignments undertaken in last fiveyears.
3.	Office in Delhi/NCR	Bidder should have at least one full- fledged functional office in the Delhi/NCR region.	Details of Offices to be furnished as per <i>Exhibit III</i> . A self-certificate from the bidder, citing

4. ELIGIBILITY CRITERIA

		In addition, the bidder should have their own offices across India atleast in 5 cities.	the addresses and telephone numbers for all offices is required at the time of responding to this bid.
4.	Composition of Professionals to be deployed in the project/ for the work	minimum 10 (Ten) number of	 Details to be furnished as per <i>Exhibit</i> <i>IV</i>. List and resume of each team member who would be deployed on this project. The team members should have experience as indicated above. Detail of nodal officer i.e. single point of contact with Prasar Bharati for all communications.
		Out of qualified professionals stated above, atleast 5 (five) numbers of qualified professionals should have minimum post qualification experience of 10 (ten) years in the area of Indirect tax (Excise/ Service Tax/ VAT/ CST/ Entry Tax) inIndia.	
5.	Annual Revenue/ Turnover	The Bidder should have a minimum average annual turnover (audited) of Rs.5 crores or more in last three financial years i.e. 2013-14, 2014-15 and 2015-16 and should have experience of working with at least 1 media and/ or broadcaster (having turnover of more than Rs.100 crores from the Indian operations, for three out of last five years) in India on tax and regulatory issues.	Audited financial statements for the relevant financial years. Copy of award of work specifically mentioning the nature of work, period and amount of contract.
		The bidder should not have negative net worth in any of the immediately three previous financial years.	
6.	Declaration about black- listing	The bidder should not have been blacklisted for supply of any items or services to Prasar Bharati or any other Government department/ agency in India. A self-declaration to this effect should be provided by the bidder's Authorised Signatory in the technical bid.	A self declaration by the bidder on the letterhead of the organisation.
7	Related party disclosure	The Bidder's firm should not be owned or controlled by any Employee (or theirRelatives) of Prasar Bharati.	A self declaration by the bidder on the letterhead of the organisation.

Note:

- 1. The successful bidder has to ensure that all the key team members involved in the project remain involved in this project until successful completion of the project and deployed personnel on the project matches the job profile with the Scope of Work.
- 2. The bidder shall submit necessary documentary proof showing that they meet the eligibility criteria along with their bid. All documents submitted will also be self-attested by the bidder.
- 3. Eligibility Criteria shall include the Bidder along with its Affiliates/ Group companies/ member firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services, registered in India.

5. **BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):**

5.1 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 payable at New Delhi.

- 5.2 The demand draft should have been prepared on or after the issue of notice inviting RFP but not later than the last date of notice.
- 5.3 EMD may be forfeited:
 - a) If bidder withdraws Bid or makes any modification in the terms and conditions of the RFP which are not acceptable to the DG:AIR, during the period of Bid Validity; or
 - b) If the successful bidder fails to sign contract; or
 - c) If the successful bidder fails to furnish Performance Guarantee valid for 2 yearson signing of contract; or
 - d) If the successful bidder fails to deliver the relevant services within the stipulated period; or
 - e) If the successful bidder fails to comply any of the terms of RFP or Contract; or
 - f) in case any information/document which may result in the bidder's disqualification is concealed by the Bidder or any statement/ information/ document furnished by the Bidder or issued by a Bank/Agency/third party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/ThirdParty.
- 5.4 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs/ tender floated by the Prasar Bharati.
- 5.5 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...
- 5.6 The EMD of the unsuccessful bidders will be returned as early as possible, after completion of process of selection of the consultant. The EMD of the selected Consultant 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.
- 5.7 No interest is payable on the amount of EMD.

6. **PREPARATION OF BIDS**

- 6.1 No Bidder/ Applicant shall submit more than one application for the Consultancy.
- 6.2 The RFP document (Two Bids system)– technical and financial/price bids may be downloaded from website of the Directorate General:All India Radio <u>www.allindiaradio.org</u>, Central Public Procurement Portal <u>http://www.eprocurment.gov.in</u> or <u>http://tenderwizard.com/PB</u> 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 documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer.
- 6.3 Prior to bid submission, bidder should get ready with the documents to be submitted as part of the bid as indicated in the tender document/schedule.
- 6.4 Demand Draft/ Pay order of EMD should be submitted in favour of "PB,BCI,DG:AIR, New Delhi." Online Bids must be accompanied by Scanned copy (PDF Format) of Earnest Money Deposit (EMD). The original demand drafts should be submitted to the Tender Inviting Authority, on or before the due date & time of bid submission. The details of the EMD uploaded should tally with the original demand drafts submitted. In case of failure of any of the above, the uploaded bid will be rejected.
- 6.5 An authorized representative/ signatory of the bidder shall initial all pages of the original technical and commercial proposals. The proposals should include a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the bid document. The signed technical and commercial proposals shall be marked "original" and upload as instructed.
- 6.6 For any clarifications, if required, they will have go through the contact details given in the tender document.
- 6.7 The Calendar schedule of the Notice Inviting Request For Proposal for appointment of Consultant for Implementation of GST in Prasar Bharati is as under:

	REQUEST FOR PROPOSAL	L (RFP) CALEND	ER DATES	
S1.	Events		Date & Time	
No.				
1	RFP Document Sales start date & time	13.06.2017	10:00Hrs	
2	RFP Document Sales end date & time	04.07.2017	15:00 Hrs	
3	Bid Submission Start Date & Time	13.06.2017	10:00Hrs	
4	Pre Bid Query Receipt Start Date & Time	20.06.2017	10:30Hrs	
5	Pre Bid Query Receipt Close Date & Time	22.06.2017	14:30Hrs	

6	Pre Bid Meeting Venue Date & Time	Akashwani Bhawan on 27.06.2017 at 11:00 Hrs
7	Place of Presentation and Discussions with the prospective Bidders	Room No.235, All India Radio, Akashwani Bhawan, Parliament Street, New Delhi-110001
8	Bid Submission Close Date & Time	04.07.2017 15:30Hrs
9	Technical Bid Opening Date & Time	04.07.2017 16:00Hrs.
10	Price Bid Opening & Time	To be Intimated Later

7. SUBMISSION OF BIDS

- 7.1 The bidders are required to submit soft copies of their bids electronically on the e-tendering portal of AIR <u>http://tenderwizard.com/PB</u>, using valid Digital Signature Certificates. The instructions given herewith are meant to assist the bidders in registering on the e-tendering portal of AIR <u>http://tenderwizard.com/PB</u>, and submitting their bids online on the <u>http://tenderwizard.com/PB</u>.
- 7.2 To participate in the e-tendering submission, it is mandatory for the Bidders to get registered their firm/joint venture with the e-tendering portal of AIR <u>http://tenderwizard.com/PB</u> to have user ID & Password form M/s ITI Ltd. The annual registration charges for vendor/supplier are Rs. 2000/-(Rupees two thousand only).
- 7.3 To participate in e-bid, bidders shall be charged e-tendering processing fee @ 0.1% of estimated contract value with minimum cap Rs. 750/- only and maximum cap Rs. 7500/- only excluding taxes.
- 7.4 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.
- 7.5 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.
- 7.6 Bidder must prepare the Tender Fee & EMD as per the instructions specified in the e-Tender Notice. The originals must be submitted to the Tender Inviting Authority within the specified time, if specifically requested.
- 7.7 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified cover.
- 7.8 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender documents without any exception and have understood the complete tender documents and are clear about the requirements of the tender documents.
- 7.9 Bidders shall download the Price Bid in .xls format and save it without changing the name of the file. The bidders are cautioned that while uploading of the bid, Macros in .xls must be enabled to see the word representation of figures.
- 7.10 Bidders shall submit their bids through online e-tendering system 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.
- 7.11 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-Tender website. Under any circumstances, DG:AIR 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-Tender system or internet connectivity failures.
- 7.12 The details of Schedule of work for rendering of services are at Price Bid of this tender document.
- 7.13 The tenderer must submit their quotes in Price Bid in .xls format only.
- 7.14 All the Annexures and Exhibits are to be filled in and a scanned copy of the same is to be uploaded with other documents on <u>http://tenderwizard.com/PB.</u>
- 7.15 The offer must contain the name, designation, residence and place of business of the person or persons making the offer and must be duly signed and stamped on each page by the bidder with his usual signature.
- 7.16 Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 7.17 The Power of Attorney in the name of the person signing on behalf of the Consultant shall be furnished along with the offer.
- 7.18 The Bidder's name stated on the proposal shall be the exact legal name of the firm/ organisation.

- 7.19 Erasures or other changes in the offer shall be authenticated by the initials of the persons signing the bid.
- 7.20 Offers not confirming to the above requirements of signing may be disqualified.

8. **INFORMATION TO BE SUBMITTED WITH BIDS:**

- 8.1 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:
 - (b) A demand draft/ pay order for EMD.
 - (c) No Deviation Certificate *as per Annexure A* 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.
 - (d) General Declaration Certificate as per *Annexure B*.
 - (e) Declaration on Non-Disclosure as per Annexure C.
 - (f) Copy of Service Tax registration certificate.
 - (g) Copy of PAN card.
 - (h) NEFT/RTGS details for e-payment of consultancy fee as per Annexure D.
 - (i) Format of Bank Guarantee for Security Deposit as per Annexure E.
 - (j) Authorization (Power of Attorney) in support of Signatory of the Tender.
 - (k) Request for changes and modification to Bid Documents as per Exhibit O.
 - (1) Firm Details as per *Exhibit 1*.
 - (m) Relevant Work Experience of Bidder along with supporting document as per Exhibit II.
 - (n) Detail of offices of Bidder as per Exhibit III.
 - (o) Details of Composition of Qualified Professionals as per *Exhibit IV*.
 - (p) Details of summarized particulars of Bidders and Key Professional/s as per *Exhibit V*.
 - (q) Signed and stamped up-priced price bid format.
- 8.2 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.
- 8.3 For each identified element of the scope of work and time of completion stated in clause 3 of this RFP 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.
- 8.4 CVs of key personnel likely to be deployed on the project. All key personnel deployed on the project must necessarily possess adequate relevant experience.
- 8.5 Self-declaration needs to be signed by authorised signatory.

9. **PRICE BID**

- 9.1 Price Bids shall be opened only for technically qualified bidders.
- 9.2 While quoting the price, the bidder shall consider all expenses *including* travelling, boarding, conveyance & other miscellaneous and out of pocket expenditure 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 Request For Proposal. Rate quoted shall be firm & shall not be quoted with price variation clause.
- 9.3 Prasar Bharati shall not provide any Guest Houses/ 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.
- 9.4 The bidder shall quote the price in Indian rupees for the entire scope of work as per Price Bid format.
- 9.5 The price shall be firm and inclusive of all applicable taxes & duties except Service Tax / GST as applicable. The consultant is liable to take/maintain all necessary insurances at his owncost.
- 9.6 All variations to taxes and duties (excluding Service tax / GST as applicable) after the bid opening date shall be borne by thebidder.
- 9.7 Prasar Bharati shall be authorized to make statutory deductions as applicable from the amount payable to the consultant.
- 9.8 The Bidder/ Applicant 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 Bank, presentation 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.

10. **BID VALIDITY:**

- 10.1 The Bid shall be valid for a period of 120 days from the last date for submission of RFP Bid or any extended date as indicated in sub clausebelow.
- 10.2 In exceptional circumstances, during the process of evaluation of bid and prior to the expiry of the original time limit for RFP Validity, the 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.

11. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS:

- 11.1 The Bidders shall submit offers which comply strictly with the requirements of the RFP Document as amended from time to time. Alternatives or any modifications by the bidder shall render the bid invalid.
- 11.2 The bidder can modify, substitute, re-submit or withdraw its 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 BidSecurity.
- 11.3 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.
- 11.4 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by Prasar Bharati, shall be disregarded.

12. **REJECTION OF BID**

- 12.1 The Prasar Bharati may reject all Bids if:
 - (a) effective competition is lacking; or
 - (b) all Bids and Proposals are not substantially responsive to the requirements of the Procurement Documents; or
 - (c) none of the technical Proposals meets the minimum technical qualifying criteria.
- 12.2 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 of the grounds for Prasar Bharati's action.
- 12.3 Any effort by the bidder to influence the evaluation, comparison or contract award decision may result in the rejection of the Bidder's proposal.

13. PRE-BID CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS:

- 13.1 A prospective Bidder may request a clarification/ suggestion in writing on any clause of the RFP documents only within specified time period i.e. from the day of "Pre-bid Query Receipt Start Date and Time" till "Pre-bid Query Receipt End Date and Time". Any request for clarification must be sent by e-mail to DDA (GA) kj.singh@nic.in or through hard copy to be delivered at DDA (GA), Room No. 235, All India Radio, Akashwani Bhawan, Parliament Street, New Delhi-110001. Prasar Bharati before the date and time mentioned above in this clause.
- 13.2 A pre-bid meeting is also scheduled to be held, if necessary keeping in view the gravity of the clarification sought/ suggestion given, on 27.06.2017, 11:00 hrs. at Room No. 314, All India Radio, Akashwani Bhawan, Parliament Street, New Delhi-110001.
- 13.3 At any time prior to the deadline for submission of proposal, the 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 its website http://www.air.org.in under relevant section. These addendum/ corrigendum shall become part of the RFP document. Issue of addendum/ corrigendum will however be stopped 3 days prior to the deadline for submission of tenders as finally stipulated.
- 13.4 The amendment will be binding on all bidders. The 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 RFP before the bid submission date.

14. CURRENCY OF THE BID:

14.1 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 deduction of TDS.

15. BID OPENING AND EVALUATION:

- 15.1 **Opening of RFP Bids:** The bids will be opened after 30 minutes of this RFP closing time & on same date.
- 15.2 **Place of opening of RFP technical bids:** The place of opening of technical bid will be opened at Room No. 235, All India Radio, Akashwani Bhawan, Parliament Street, New Delhi-110001. The authorised representative of the bidder can attend the bid opening event.
- 15.3 The RFP bids received after due time & date will not be accepted.
- 15.4 Incomplete, ambiguous, conditional, RFP bids are liable to be rejected.
- 15.5 The bidders will have to accept unconditionally complying all Terms and Conditions of <u>NIRFP in toto</u> along with an undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder is in order to become an eligible bidder.
- 15.6 Prasar Bharati reserves the right to accept or reject any or all RFP bids..
- 15.7 The bidder shall furnish a declaration in his RFP bid that no addition/ deletion/ corrections have been made in the downloaded RFP document being submitted and it is identical to the RFP document appearing on the website.
- 15.8 In case of any unauthorized correction/ addition/ alteration/ omission in the RFP document, the RFP bid shall be treated as non-responsive and shall be rejected summarily.
- 15.9 All computer generated documents should be duly signed/ attested by the bidder.
- 15.10 Only those bidders, who agreed/quote for the complete scope of work as described in the Bidding Documents, shall be considered.
- 15.11 The bidders are expected to examine all instructions, forms, terms and specifications of the RFP. Failure to furnish all required information or submission of a Bid not substantially responsive to the Bid Document in every respect will be at Bidder's risk and may result in rejection of its Bid. Bid should be submitted strictly as per the prescribed format. Bids not in the prescribed format are liable for rejection.
- 15.12 Bids taking any exception to scope of work and any conditions specified in the bidding documents shall be liable for rejection.

Technical Evaluation - Technical bid of all the bidders, after presentations & discussions of eligible candidates, shall be opened first & scrutinized with a view to determine technical acceptability of offers and to check submission of required documents. If required, clarification on technical aspect will be so.

- 15.13 The technical proposals will be evaluated on the basis of eligibility criteria as mentioned in clause no.4.
- 15.14 The commercial proposals will be opened subsequently for the qualified bidders.
- 15.15 The price / commercial/ financial bids will be opened subsequently for those bids which are responsive in nature on technical ground. The price bids for non-responsive cases will not be opened and the EMD against those unresponsive bids will be returned in due course.
- 15.16 The final selection will be done on Least cost system basis.
- 15.17 In case of a discrepancy between amount in words and figures, the former will prevail.
- 15.18 During evaluation of Bids, Prasar Bharati may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed period as may be prescribed by Prasar Bharati in this regard, Prasar Bharati reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

16. AWARD AND FORMATION OF CONTRACT:

- 16.1 The contract will be awarded to the Bidder whose bid is found to be technically and commercially acceptable where ultimate cost to the Prasar Bharati is least/ lowest.
- 16.2 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 Tender Document, Techno- Commercial/Price Bid, Certificates, No Deviation statement etc.
- 16.3 The successful bidder shall give acceptance to the Letter of Award to Prasar Bharati within 3 working days of issue of the same by Prasar Bharati, by way of return of signed copy of Letter of Award.
- 16.4 The contract shall come into effect on the date of issue of Letter of Award by Prasar Bharati.

17. SIGNING OF AGREEMENT

- 17.1 After Prasar Bharati notifies the successful bidder that its Bid has been accepted, Prasar Bharati will send to the successful bidder, the Draft Agreement incorporating agreements between the parties.
- 17.2 Within 03 (three) 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.

18. **PERFORMANCE GUARANTEE(PG):**

- 18.1 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 contract value minus amount of EMD paid.
- 18.2 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 BCI payable at New Delhi.
 - b. Bank Guarantee from any of the Scheduled Bank strictly as per format enclosed at Annexure E.
 - i. 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).
 - ii. 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.
- iii. 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.
- iv. 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

- v Fixed Deposit Receipts issued by the Scheduled Banks in the name of **PB**, **BCI**, **New Delhi**.
- 18.3 Performance Guarantee shall be released to the consultant after six months upon fulfillment of contractual obligations as per terms of contract.
- 18.4 Acceptance of Performance Guarantee will be subject to hypothecation or endorsement on the documents in favour of PB BCI. 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.
- 18.5 Failure to pay the Performance Guarantee shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and consultant 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 consultant for losses suffered by Prasar Bharati due to failures on the part of the consultant, due to termination of contract or consultant 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 consultant.

19. WORK NOT TO BE LET OUT

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

20. PAYMENT TERMS:

- 20.1 No Advance shall be paid by Prasar Bharati.
- 20.2 The paying authority will be DG:AIR, New Delhi-110001 for all kind of payments as per the terms & conditions defined in RFP and Agreement.
- 20.3 The payment will be processed only after receipt of invoice/ request in this regard from the consultant.
- 20.4 All payment shall be subject to recoveries towards statutory deductions (If any), liquidated damages/ penalties levied on consultant in accordance with the provision of the Agreement etc.
- 20.5 All payment will be made in Indian rupees only.
- 20.6 All undisputed payments will be made by transferring funds directly in the Bank account through electronic transfer to the account of the consultant. The consultant is 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.

- 20.7 The milestones indicated below are for release of payment only.
- 20.8 Payment to the consultant for the "Training to Prasar Bharati Employees" mentioned above shall be made based on the basis of actual training imparted by the consultant.
- 20.9 Service Tax is required to be quoted separately in the price bid. Non quoting of Service Tax separately in the price bid will be deemed to be included in the price quoted. Thus additional claim on account of Service Tax / GST in future shall not be entertained in any situation.
- 20.10 Amounts/ Fees payable to the Consultant 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.
- 20.11 GST as applicable will be paid in lieu of Service Tax on imposition of GST.
- 20.12 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 Consultant and/or its officials in connection with the Contract shall be borne and payable by the Consultant alone and the Prasar Bharati shall not be bound to make payment of any amounts in this regard to the Consultant.
- 20.13 Notwithstanding anything contained in this Agreement or the RFP where the Consultants 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 Consultant and raise a demand on the Consultant for the balance amount if any and the Consultant shall pay such amount to the Prasar Bharati within 10 working days of receipt of such demand.
- 20.14 Payment towards performance of services under the contract shall be made on Prasar Bharati's certification of satisfactory completion of services/milestone as under:

Sl.	Milestone & Deliverables	Payment (in terms of %age of
No.		total quoted price)
1.	Submission of a document covering the following within one month from the date of acceptance of work.Impact Study Assessment document covering the areas defined in the scope of work.	
	• Submission of a document encompassing the changes required for implementing GST.	
	• Summary of changes required in existing tender documents/ agreement made for provision of goods and services and formulate the model terms and conditions to be incorporated essentially in the tender documents and contract agreements to be made under GST regime covering all spectrums of activities of the organisation such as Global tender for supplies of goods and services, Advertisement agencies, revenue sharing with other service providers, hiring of manpower/ vehicles, AMC, etc.	35% of Total Contract Value minus training cost
	• The methodology of changes to be made in the existing agreements already entered into by the organisation and impact assessment thereon under GST regime.	
	• Preparation of a document encompassing requirements of statutory compliance including maintenance of records, filing of returns, etc. under CGST, IGST and all SGST/ UTGST laws including ISD (Input Service Distribution), Rules, Notifications, Circulars, Invoices to optimize the GST incidence,etc.	
	• Impact study report on transitional provisions and methodology to avail input tax credits for the earlier years.	
	• Working requirement / assessment of number of staff for smooth compliance of GST in respect of all offices / Stations /	

	Kendras situated inIndia.	
	• Specific emphasis on analysis zero rated supplies / Services covered inPrasar Bharati.	
	• Outlining the tax aspects of key transactions of Prasar Bharati	
	including valuation, classification, place of supply and	
	transmission/ broadcasting of programs and advertisements	
	etc.thereof.	
	• Suggestions with justifications on having Input Service	
	Distribution (ISD) registration in Prasar Bharati.	
	• Suggestions, if any on the migration plan before enactment of	
	the GST law, for smooth transition from pre GST regime to	
	GST regime including the action points for CENVAT/ VAT	
	credits, changes in present billing system, reverse charge cases,	
	refunds, etc	
2.	Submission of a document manifesting the following within two	
-	months from the date of acceptance of the work.	
	• guidelines on major issues of compliances under GST,	
	availment of input tax credits, refunds, returns, possible	
	exemptions in relation to Prasar Bharati business, principles to	
	determine inter or intra state supplies/Services, sales/ purchase	
	contract formulation, place of supplies, imports, Input Service	
	Distribution(ISD)s, Time & Value of supplies and anti	
	profiteering mechanism in Prasar Bharati, etc.	
	• Communication strategy: Advice and design blueprint on	
	communication strategy among various external Stakeholders/	
	Partners/ Third parties and Prasar Bharati's internal	
	communication system wherein letters/ FAQs/ clarifications	
	advising AIR & DD and their Stations/ Kendras/ units.	
	Presentation to the Senior Management of Prasar Bharati	
	highlighting the important changes on various activities/ operations of Preser Phereti due to CST and suggesting eventual strategies for	
	of Prasar Bharati due to GST and suggesting eventual strategies for optimizing the tax incidence as mutually decided.	
3.	Undertake 05 trainings/ workshop of two days each for the Prasar	
5.	Bharati's personnel at Delhi (02) Mumbai, Kolkata and Chennai.	Quoted Training Cost
4.	For the work mentioned at Sl. No. 4 & 5 of the detailed scope of	
	work described at clause no.3.	
	a) After completion of six months handholding - 20%	50%
	b) After completion of next six months handholding - 30%	
5.	After satisfactorily completion of the consultancy services	15%
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21. CONFIDENTIALITY CLAUSE

- 21.1 Any and all information in written, electronic media or oral form and disclosed to the consultant shall at all times remain the legal and absolute property of Prasar Bharati and the consultant shall have no rights to use the information for any purpose other than that expressly authorized by Prasar Bharati.
- 21.2 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 consultant 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 consultant. Prasar Bharati not responsible for any delay due to delay/non-submission of signed NDA by the consultant.

22. LIQUIDATED DAMAGES (LD) FOR DELAY INCOMPLETION

- 22.1 For any delays, attributable to the consultant, beyond the scheduled date for completion of milestone/assignment, consultant shall pay to Prasar Bharati liquidated damages and not as penalty, an amount worked out at the rate of 0.5% (half percent) of the contract price of the related phase for each week of delay or part thereof.
- 22.2 However, the total liability of the consultant 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 consultant.

23. LIABILITIES OF THE CONSULTANT

- 23.1 If any mistake or inadequacy appears in the documents submitted by the consultant, the consultant 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.
- 23.2 The Consultant 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.

24. FORCEMAJEURE

- 24.1 Force Majeure is hereby defined as any cause which is beyond the control of the consultant or the PRASAR 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 suchas:
 - (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.

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

24.2 The consultant or the Prasar 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 consultants performance of his obligations has been delayed for other causes.

25. HANDLING OF DOCUMENTS

- 25.1 All documents prepared by the consultant in connection with the services to be provided by the consultant 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 orthereafter.
- 25.2 The consultant 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.
- 25.3 The consultant 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.
- 25.4 The consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Acts, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

26. ABANDONMENT OF WORK

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

27. SETTLEMENT OF DISPUTES:

- 27.1 Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the Prasar Bharati management subject to a written appeal by the consultant to the management whose decision shall be final to the parties hereto.
- 27.2 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- 27.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clause 31, herein below.

28. SUSPENSION OF THE OBLIGATION:

28.1 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 as defined in Clause 25 hereinabove or as a result of an agreement between theparties.

28.2 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.

29. TERMINATION FOR CONVENIENCE/ AGREEMENT

- 29.1 The Prasar Bharati may be giving written notice to the consultant, 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.
- 29.2 The services that are completed and ready for final submission within thirty days after the consultant'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 mayelect:
 - (a) to have any portion completed and delivered at the contract terms and provisions and/or
 - (b) to cancel the remainder and pay to the consultant an agreed amount for partially completed services.
- 29.3 The Prasar Bharati may at any time terminate the contract by giving written notice to the consultant, without compensation to the consultant, if the consultant 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.

30. ARBITRATION

- 30.1 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 consultant 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.
- 30.2 Notwithstanding the existence of any dispute or difference and/or reference for arbitration, the consultant 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 consultant 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.
- 30.3 The Arbitrators may from time to time with consent of the parties enlarge the time for making and publishing the award.

31. GOVERNING LAWS

- 31.1 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.
- 31.2 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.

32. **Disclaimer:**

- 32.1 The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/ email by or on behalf of Prasar Bharati, is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- 32.2 This RFP is neither an agreement nor an offer and is only an invitation by the Prasar Bharati to the potential bidders for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP 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 RFP and wherever necessary obtain independent advices/clarifications. Prasar Bharati may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Prasar Bharati with the Selected Bidder (SB).

- 32.3 The Prasar 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
- 32.4 The Prasar 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 RFP.
- 32.5 The issue of this RFP does not imply that the Prasar Bharati is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the Prasar Bharati reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 32.6 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 Prasar 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 Prasar 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.

Impact Assessment is to be done by the successful bidder in the various areas which are likely as under:

1. Tax Impact Assessment

- 1.1 Application of final GST Rates & Place of supply rules to Prasar Bharati.
- 1.2 Advice on tax positions to be adopted for all revenue and expenditure.
- 1.3 Undertake tax impact analysis with the help of IT tools and standard methodology developed by the bidder.
- 1.4 Design, implementation and transition plan from a GST perspective.
- 1.5 Advise on revised compliance requirements.
 - Advise on invoicing, formats for returns, computation of taxes, assessments, audits, statutory records, etc.
 - Advise on final GST Tax codes to be applied.
- 1.6 Analyze the impact on cash flow and profit & loss account after GST is implemented.
- 1.7 Suggest modifications in all existing Input data Forms like Customer Application Forms (CAF) etc., as per GST law for various services offered by Prasar Bharati.
- 1.8 Advise on pricing structure of services after GST is implemented.
- 1.9 Advise on reports required to be generated and uploaded for compliances.
- 1.10 Advise on processes for managing Assessments and Litigation.
- 1.11 Assist in preparing design and format of reconciliations which has to be performed at Prasar Bharati Secretariat, Directorate as well as field formation levels viz AIR & DD.
- 1.12 Assist in preparing a Compliance Manual for GST Compliances.
- 1.13 Provide a detailed report on the tax impact analysis on the business of Prasar Bharati due to GST
- 2. Operation Impact Assessment
 - 2.1 Review the current processes and identify the processes which would be impacted or would need to be changed due to introduction of GST.
 - 2.2 Advice and discuss the changes required in the current processes.
 - 2.3 Suggest updates based on changes on account of GST.
- 3. Accounting Impact Assessment
 - 3.1 Analyse the tax accounting of Prasar Bharati.
 - 3.2 Advice on the accounting procedures and practices to be followed by the Prasar Bharati for recording and preparing its accounts after GST roll out.
 - 3.3 Advice and evaluate accounting impact due to the implementation of GST w.r.t. unbilled amount, unidentified receipts; disputed amount with customers & subsequent waivers etc;
 - 3.4 Advice on the treatment to be adopted by the Prasar Bharati for taxation purposes to book various assets, liabilities, income, expense/ accruals for accounting purposes.
 - 3.5 Tax recognition Accounting impact evaluation e.g.
 - in the context of point of recognition of GST liability, estimation process i.e. on sale of advertisement through agencies vs end vendors, reporting implications for outstanding amount,
 - evaluation of recoverability of blocked credits.
 - 3.6 Map the procedures to be followed for payment and accounting in the systems.
 - 3.7 Advise on Chart of accounts to address transitional impact and ongoing compliance in view of easy maintenance, retrieval and auditable information.
 - 3.8 Advise on updating of accounting guideline and process manual.
 - 3.9 Analyze document and validate current state business processes and technology landscape for operations, tax, accounting and compliance.
 - 3.10 Prasar Bharati has appointed consultant for implementation of Indian Accounting Standard. If required, the accounting implication for GST implementation may have to be discussed with consultant.
- 4. <u>Technology Impact Assessment</u>:
 - 4.1 Successful bidder has to work in tandem with the existing IT systems to make GST compliant.
 - 4.2 Evaluate new technology infrastructure requirements for GST compliance.
 - 4.3 Highlight gaps in existing data and new tax architecture and data requirements as per GST.

- 4.4 Preparation of detailed approach document in tandem with OEM /operation service Providers of respective IT systems Billing etc. to cover the recommended process by covering all relevant business functions, to enable the IT application to meet the requirements of GST.
- 4.5 Review of IT changes Configuration Reviews, Independent testing for functional compliance and exception reporting around the same (this will include billing and other software).
- 4.6 Advise on MIS requirements for GST Compliances.
- 4.7 Prepare the blueprint of the suggested changes and communicate to third party implementing partner.
- 4.8 Advice and hand holding the third party implementing agency on implementation of the blueprint prepared.
- 4.9 Specification of Hardware and applications required for uploading returns and compliances.
- 5. Organisational Model Impact Assessment
 - 5.1 Evaluate the current tax framework of Prasar Bharati.
 - 5.2 Based on the compliance requirements and render advices on a new framework for GST Compliance.
 - 5.3 Assess existing framework of tax accounting & reporting and develop a "To-be" organizational structure to support Prasar Bharati's Tax Function Including organization sizing and operating model.
 - 5.4 New framework shall be designed with the aim that all kinds of reports (billing, Input/ CENVAT Credit, Payment, etc.) are generated at AIR & DD or any other level without depending upon its Stations/ kendras/ units to maximise utilisation of all Tax credits. A framework for re-organisation of Stations/ kendras to be designed.
 - 5.5 Training needs analysis, training calendars, training plans and training material for finance, operations, technology and channel partners etc.

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

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 techno-commercial bid or price bid) will be treated as null and void by PRASAR BHARATI.

Signature of Authorized Signatory of Bidder
Name:
Designation:
Date:

Place:

ANNEXURE - B (Part I : Techno-commercial Bid)

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

GENERAL DECLARATION CERTIFICATE

I/We do hereby also declare that during the tenure of GST implementation in the PRASAR BHARATI, any amendment in GST Law/guidelines issued by Central/State Government from time to time shall be automatically applicable to the contract to the extent they improve upon the stipulation of this tender from PRASAR BHARATIview.

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 Prasar Bharati i.e. under mentioned tenderer for signing and submission of bids and all other documents.

(Signature & seal of authorized signatory) (This is to be given on the letter head of the bidder)

ANNEXURE - C (Part I : Techno-commercial Bid)

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

DECLARATION ON NON DISCLOSURE

M/s..... willing to provide service to PRASAR BHARATI for **implementation of GST in PRASAR BHARATI**, 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 executionof the contract.
- 2.0 The documents & information shall not be revealed to or shared with third party ina mannerwhich is detrimental to the business interest of PRASAR BHARATI.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Annexure D (Part I : Techno-commercial Bid)

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

RTGS / NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

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: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE (To be stamped in accordance with Stamp Act)

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

PRASAR BHARATI, Prasar Bharati House, 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 (hereinafterreferredtoasthe'Consultant'whichexpressionshallunless repugnant to the context or meaning thereof, include its successors, administrators and assigns, a contractbyissueofPRASAR BHARATI'sletterofAwardNo. dated andthesame having been unequivocally accepted by the Consultant resulting in a 'Contract' bearing No dated for (scope of contract) and the consultant having agreed to providea valuedat 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 thePRASAR BHARATI.

We _________(Name & address of issuing bank), having its Head Office at _________(hereinafter referred to as the 'Bank' which expressionshall,unless repugnant to the context or meaning thereof, include its successors,administrators executors and assigns do hereby guarantee and undertake to pay the PRASAR BHARATI, on demand any and all monies payable by the Consultant to the extent of as aforesaid at any time upto (days/ month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Consultant. Any such demand made by the PRASAR BHARATI on the bank shall be conclusive and binding notwithstanding any difference between the PRASAR BHARATI and Consultant or any dispute pending before 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 thisguarantee.

The PRASAR BHARATI shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the consultant. The PRASAR BHARATI shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the PRASAR BHARATI and the Consultant or any other course of or remedy or security available to the PRASAR BHARATI. The Bank shall not be released of its obligation under these presents by any exercise by the PRASAR BHARATI of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of the PRASAR BHARATI or any other indulgence shown by the PRASAR BHARATI or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank. The Bank also agrees that the PRASAR BHARATI at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Consultant and not withstanding any security or other guarantee that the PRASAR BHARATI may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _______and it shall remain in force uptoandincluding ______andshallbe extended from time to time for such period, as may be desiredbyM/s ______whose behalf this guarantee has beengiven.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ______dayof_____2017at |_____.

Signature_____

Name_____

(Designation and bankstamp)

Attorney as per Power of Attorney No._____ Date_____

Witness:

Date		

Name &Address_____

Signature_____

Date_____

Name & Address	

Exhibit O (Part-I: Techno-Commercial Bid) Consultancy Services package For Implementation of GST in 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:

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

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)	

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Exhibit II (Part-I: Techno-Commercial Bid)

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

Relevant experience of the Bidder in the field of "Indirect Taxation" in India during last 10 financial years.

S.No.	Nature of Client & nature of Business	Nature of Assignment	Nature of Experience (whether Excise, Service Tax, VAT/Entry Tax)	Work Order No. and Date	Work Order Value (Rs.)	Date of Completion of Assignment	Turnover of Client for the year of award of Work (Rs/Crs)	Client engaged in business of Consultan cy/others
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Exhibit- III (Part-I: Techno-Commercial Bid)

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

Details of office of the bidder

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

Signature of Authorized Signatory of Bidder Name:

Designation:

Date:

Place:

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

Details of Composition of qualified professionals on the rolls of the bidder or as partners in the field of Indirect Taxation in India.

Sl. No.	Name of Profession / Partner	Name of the Professio n al Institute/ Bar Council of India	Status (Partner or / Employe e or Associate)	Qualifica tion of the Professi onal	Memb -ership No.	Date of Obtainin g Member s hip	Post qualificatio n Experience in the field of indirect taxation (No. of years)	Post Qualificati on Experienc e in field of Indirect Taxation in Bidding Entity (No.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of Authorized Signatory of Bidder Name:

Designation:

Date:

Place:

Exhibit- V (Part-I: Techno-Commercial Bid)

Subject: RFP for "Engagement of consultant for implementation of GST in PRASAR BHARATI".

Reference: Tender Enquiry No:

Details of summarized particulars of Bidders and Key Professional/s.

A.			Exper	ience as o	n31.03.2017		
SI. No.	Particulars	6-10 Yrs. Experience in indirecttaxes.	11-15 Yrs. experiencein indirecttaxes.	16 Yrs. andabove experience in indirect taxes.	Experience of tax and regulatory issues of media and/ or broadcaster (having turnover of more than Rs.100 crores from the Indian operations (Indicate Year also)	Any assignment as an advisory rolein Indirect Taxestothe Government of India.	REMARKS
1.	Experience of the firm in the field of Indirect Taxes						Tick wherever applicable along with documentar
2.	Experience of the Key personnel for the assignment						- Do-
B.			Nu	imber of 1	Partners		1
	Descriptio n				partners 11 andabove		
3.	Number of partners/professionals in the firm [at leas partners should have post qualification exp the field of IndirectTax	st 5(Five) 10 years erience in					- Do-

Signature of Authorized Signatory of Bidder

Name: Designation: Date: Place:

Subject: Request for Proposal for "Engagement of Professional consultant for implementation of GST in Prasar Bharati".

Tender No:	

S. No	Schedule Description	Amount	Service Tax / GST	Total
1.	GST implementation assistance as described			
	at Sl. no. 1 of Detailed scope of work			
2.	Guidelines, communications Strategy and presentation to senior management as detailed at Sl. no.2 of detailed scope of work			
3.	Training / workshop (05) of two days each.			
4.	Training to Prasar Bharati Employees mentioned in Sl. no. 4 of scope of work			
5.	Identification of additional issues and advices thereon, Post GST implementation scenario and handholding assistance for one year after GST implementation.			
	G. Total			

Note:-

- 1 Service Tax is required to be quoted separately in the price bid. Non-quoting of Service Tax separately in the price bid will be deemed to be included in the price quoted. Thus additional claim on account of Service Tax / GST shall not be entertained at any cost.
- 2 GST as applicable will be paid in lieu of Service Tax on Enactment of GST.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place: