

**PRASAR BHARATI
AIR RESOURCES
DIRECTORATE GENERAL: ALL INDIA RADIO**

**DETAILED PROPOSAL
FOR
PROVIDING SMS BASED VALUE ADDED SERVICES ON SHORT CODE FOR AIR
PROGRAMS**

1.0 BACKGROUND

All India Radio, a constituent of Prasar Bharati (Broadcasting Corporation of India) is presently providing SMS based Value Added Services to the listeners/public on dedicated Short Codes on various AIR Programs, through Private/Public Service Providers **on Revenue Sharing Basis**. AIR intends to continue these services beyond the present term. All India Radio is a public service broadcaster and provides broadcast services through Medium Wave, Short Wave and FM broadcast transmitters. A list of AIR stations is enclosed (Annex-I). In order to increase interactivity with its valued listeners and make programs more popular, AIR is using SMS based services. The value added services may include providing information to listeners about New Programs, Program Schedules, carryout Contests & Promotions, obtaining Feedback from listeners from time to time on various programs, etc. Established companies/service-providers/telecom-service providers having sufficient resources, technical know-how and experience are invited to provide the service.

2.0 BROAD SCOPE OF SMS BASED SERVICES

- 2.1- Through SMS based services, AIR may inform its listeners about new programs, make available Program schedules, carryout contests & promotions, obtain their feedback from time to time on various programs etc. The programs may be in Hindi, English and concerned regional languages. The Entity (service provider) may, therefore, be required to provide platform and services for providing **any or all** of the following services:
- 2.1.1 Downloading of Ring Tones by assigning short code for on-air songs/music.
 - 2.1.2 Contests for the Audiences.
 - 2.1.3 Feedback from listeners.
 - 2.1.4 Question/Answer, Polls, Promotion etc.
 - 2.1.5 Other content based Downloads such as News, Sports News, Astrology, Program Schedules, Weather Updates, Cricket Updates etc.
 - 2.1.6 Subscription Based Services.
- 2.2- The Entity shall provide all the requisite hardware/software and logistics etc. including connectivity to the existing work-stations of AIR in studios premises.
- 2.3- The Entity shall provide Dedicated Short Codes for the SMS services as per program requirements.
- 2.4- The Entity shall provide technical, software & hardware support on 24x7 hr. basis. The entity shall also be responsible to upgrade its software & hardware from time to time as per requirement.
- 2.5- The Entity shall provide training to the staff of AIR, if required, for the day to day running of the service.

2.6- AIR shall provide the following support:

2.6.1 Interactive Program contents as per requirement.

2.6.2 Work-station and internet connectivity in the studios.

2.7- The Entity shall provide web based MIS reports enabling Prasar Bharati to extract information regarding the number of hits/calls received station-wise/operator-wise/keyword-wise.

3.0 ELIGIBILITY CRITERIA

The Entity should fulfil the following Eligibility Criteria:

3.1- It should have at least 3 years experience of providing Value Added Services.

3.2- It should have executed similar projects/provided services with an annual turnover of not less than INR 1.0crore(Indian National Rupees one crore) in each of the last three years. It shall provide a list of clients/similar projects executed by it.

3.3- It shall clearly indicate the details of tie up with foreign company, if any, and shall provide a letter from the foreign principal.

3.4- The Entity should have tie ups with as many as possible telecom service operators to maximise the revenue generated from the proposed service(s). It shall provide a List of Telecom Service Operators with whom it has Tie-Ups.

3.5- It should be able to start the services within 3 months from the date of signing an agreement with Prasar Bharati.

4.0 TERM OF THE SERVICE

4.1- The Selected Entity shall sign an agreement with Prasar Bharati before starting to plan and execute the service.

4.2- The Term of the agreement shall initially be for a period of 3 years which could be extended for further periods of 1 year at a time on the written consent of both the parties. The Agreement shall be effective from the Date of Launch of service.

5.0 REVENUE SHARING MODEL

5.1- The Entity shall share the revenue generated by these services, with Prasar Bharati. The Entity shall submit the Financial Bid in the form of a complete business plan indicating:

5.1.1 Projection of minimum gross revenue expected to be generated from the service during the next three years.

5.1.2 Percentage (%) of gross revenue (excluding taxes) that it shall share with Prasar Bharati.

5.1.3 Minimum guaranteed revenue share that the Entity shall pay to Prasar Bharati. However the minimum guaranteed revenue share shall not be less than the expected minimum revenue share of Prasar Bharati as per projections made by the entity.

- 5.2- The Entity offering highest revenue share to Prasar Bharati shall be selected.
- 5.3- The selected Entity shall submit interest free security deposit amounting to Rs. 10 lakhs by way of Bank Guarantee in favour of Prasar Bharati, payable at New Delhi, before entering into service agreement with Prasar Bharati, valid for three years or until the month in which the last payment of Prasar Bharati's revenue share is expected to be paid, whichever is later.
- 5.4- The Entity shall pay Prasar Bharati's revenue share every month. Service Tax and any other taxes as applicable from time to time shall be paid by the Entity.
- 5.5- Any default in paying the revenue share will invite delayed payment interest @18% per annum for the delayed period.
- 5.6- The Entity shall give proof of revenue received from Telecom Service Operators during the Term of service.

6.0 OTHER TERMS & CONDITIONS

- 6.1- The Entity shall take all necessary permissions/licenses from the concerned Ministries of the Central Govt./State Govt. and other regulatory/licensing bodies, as required, before starting the service and the same should be valid till the subsistence of the agreement signed with Prasar Bharati.
- 6.2- The Entity shall not sub-contract to any third party.
- 6.3- Neither the issue of this Invitation for EOI 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 the EOI or any Entity and Prasar Bharati reserves the right to annul or terminate the process or reject any EOI at any time or stage without assigning any reason.
- 6.4- Prasar Bharati reserves the right and absolute discretion to amend, vary, waive and/or modify any or all of the terms and conditions of this Invitation for EOI without assigning any reason, whatsoever, or prior notice to any Entity.
- 6.5- 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 an EOI, or in compliance with any of the requirements of the Invitation for EOI or in any other manner.
- 6.6- Any concealment of a material fact or a misrepresentation shall lead to disqualification of the Entity.
- 6.7- In case any clarification is sought by Prasar Bharati after the opening of EOIs, the reply of the Entity shall be restricted to the clarification sought.
- 6.8- Canvassing in any form shall render the EOI liable to be rejected.
- 6.9- The Entity shall be deemed to have duly read, understood, agreed and accepted the provisions, procedures and the terms & conditions of this Invitation for EOI/Detailed Proposal document and acknowledge that it intends to submit an EOI offer in accordance with its provisions

having accepted the terms and conditions as have been incorporated herein and/or that may be incorporated by Prasar Bharati through any Addendum(s).

- 6.10- The Entity should not directly or indirectly be related to any employee of Prasar Bharati.
- 6.11- Prasar Bharati reserves the right to accept or reject any or all offers at any stage without assigning any reason thereof. The decision of Prasar Bharati shall be final and binding.
- 6.12- Liquidated Damages: Satisfactory Delivery of service shall be essence of the contract. Prasar Bharati may without prejudice to any other right or remedy available to it to recover damages for breach of the contract on following grounds: -

a) If the Entity fails to deliver the services satisfactorily within any period during the Term of Service as specified in Clause 4.0 above :

Recover from the Entity as agreed, liquidated damages including administrative expenses and not by way of penalty, per station a sum equivalent to 4% of the Overall Revenue Generated during the previous expired period and shared with Prasar Bharti equivalent to the period during which the Entity has failed to deliver the services satisfactorily for each affected station.

b) If the Entity at any time repudiates the Agreement before the expiry of Term of Service:

Recover from the Entity as agreed, liquidated damages including administrative expenses and not by way of penalty, a sum equivalent to the Minimum of Overall Revenue Generated during the previous expired three months period and shared with Prasar Bharti and Security Deposit from the interest free Security Deposit of Rs 10 lakhs deposited with Prasar Bharati in the form of Bank Guarantee.

c) If the Entity fails to start the services within 3 months from the date of signing an agreement with Prasar Bharati, then the interest free security deposit of Rs 10 lakhs deposited with Prasar Bharati in the form of Bank Guarantee shall be forfeited.

- 6.13- The Entity should be able to tie up with future telecom service operators as well, if any, during the Term of service, in order to maximise the revenue generated from the proposed services.

7.0 SUMMARY REJECTION

Mere submission of an EOI by an Entity shall not confer any right whatsoever on any such Entity. Any EOI which fails to satisfy the Eligibility Criteria as set out in Para-3 above shall be liable to be rejected.

8.0 SUBMISSION OF EOI

- 8.1- "The Entity shall submit two hard copies and one electronic copy of EOI complete in all respects together with requisite information and annexure(s), as may be required, in a sealed cover superscribing "Expression of Interest for SMS bases Services" and the "date of opening" so as to reach DG:AIR on or before 1200 hrs.(IST) on **25.10.2011**. This can be sent in one of the following manners"

- I. By dropping into the Tender Box kept in Room no. 314, Akashvani Bhavan, Directorate General, All India Radio, Parliament Street, New Delhi. Sh. S.K.Mishra, Manager (A&C), AIR Resources, shall be incharge of EOI Box. Prasar Bharati shall not be responsible for any delay, loss or non-receipt of EOI by post. The EOIs received after due time and date shall be summarily rejected.
- II. By Registered Post at the following address
- “ Deputy General Manager (A&C),
AIR Resources,
Room No.341, Akashvani Bhavan,
Directorate General: All India Radio,
Parliament Street,New Delhi – 110001
Tel/Fax: 011-23421524
- III. In the event of EOI documents being too bulky to be accommodated in the EOI box, the same can be delivered to Sh. KailashChandra,SO,Room No. 306-C or Smt.Suman Gupta,SO,D(Cash),Room No. 312,Akashwani Bhawan, Parliament Street,New Delhi, by hand.”

- 8.2- Entity shall also submit a non-refundable processing fee of INR 5000/- (Indian National Rupees Five Thousand only) to be paid through Demand Draft in favour of “Prasar Bharati” & payable at New Delhi, along with the EOI.
- 8.3- Entity shall provide Experience/Past performance of providing Value Added Services as per Para-3 above in the following format along with **supporting documents**:

Sl. No.	Name & Address of Client (s)	Period	Details of Services provided	Remarks

- 8.4- Entity shall submit documents to support the Eligibility Criteria as per Para-3 above along with EOI.
- 8.5- The EOI must also contain essential information as per following format:
- 8.5.1 Name & address of the Entity
- 8.5.2 Business Name and Constitution
- 8.5.3 E-mail ID
- 8.5.4 Fax/Telephone No(s)
- 8.5.5 Entity’s comments on the scope of service projected in this EOI
- 8.5.6 Duly Self Attested copies of latest valid ITCC and Banker’s Reports
- 8.6- EOI shall be duly signed on each page by the authorized signatory of the Entity. An authorization letter issued by the Entity to this effect must also accompany the EOI. Prasar

Bharati reserves the right to reject outrightly any EOI that is not supported by such an authorization letter.

- 8.7- It shall be obligatory on the part of the Entity to furnish any further information as may be sought by Prasar Bharati
- 8.8- In case an unscheduled holiday falls on the date of closing/opening of the EOI, then the next working day shall be treated as the scheduled date of closing/opening of EOI; the time of closing/opening already notified remaining the same.
- 8.9- EOI should be valid for a period of 6 months from the date of its opening.
- 8.10- All correspondence related to the subject shall be done on the above address and it should always bear the reference of the EOI number.
- 8.11- Prasar Bharati reserves the right to accept or reject any or all offers at any stage without assigning any reason thereof.

9.0 OPENING OF EOI

- 9.1- The EOIs shall be opened on **25.10.2011 at 1600 Hrs (IST)**.
- 9.2- Authorized representative(s) of the Entities, who submit the EOI shall be entitled to be present at the time of opening of EOI, provided they carry a proper authorization letter from the Entity. Any person not carrying the said authorization letter shall not be permitted to attend the EOI opening.

10.0 EVALUATION/SCRUTINY OF EOIs

Evaluation/ Scrutiny of EOIs shall be based on:

- 10.1- Submission of the required documents as per the applicable paras mentioned above, Processing Fees etc.
- 10.2- Assessment of the capability/eligibility of the Entity based on the **documents submitted.**

11.0 STAGES SUBSEQUENT TO EOI

Short listed Entity (ies) shall be given Tender Document to submit their Bid under the "Two-Bid System" (Technical Bid and Commercial Bid).