

Through PB website

**PRASAR BHARTI
(India's Public Service Broadcaster)
DG: Doordarshan
Doordarshan Bhawan, Copernicus Marg
New Delhi -110001.**

Dated: 30/03/2022

Subject: Draft RFP for Engagement of an Agency for "Monitoring, Analyzing & Reporting of Doordarshan's must carry Channels along with all other DD Channels on Cable Headends/ DTH Platforms.

The Draft RFP of the upcoming tender is enclosed herewith to offer comments, if any by prospective bidders/Firms. Please submit the comments on or before due date at e-mail ddpurchase401@yahoo.co.in or on following Address:

Assistant Engineer/Assistant Director (Engg.)
Room No. 403,
Directorate General: Doordarshan,
Doordarshan Bhawan, Copernicus Marg,
New Delhi -110001 (India)
Telephone: 011- **2311 4401/403**

Specification For: Draft RFP for Engagement of an Agency for "Monitoring, Analyzing & Reporting of Doordarshan's must carry Channels along with all other DD Channels on Cable Headends/ DTH Platforms

Specification no: DTH/114/2021-P VII

Due Date to offer Comments: 13.04.2022

Encl.: As above (84Pages)

Signed by Girish Kumar
Date: 30-03-2022 16:23:41
Reason: Approved

Girish Kumar
Assistant Director (Engg.)
Doordarshan Directorate: Doordarshan

BID DOCUMENT
For
ENGAGEMENT OF AN AGENCY
FOR
“MONITORING, ANALYZING & REPORTING OF DOORDARSHAN’S MUST CARRY CHANNELS ALONG WITH ALL OTHER DD CHANNELS ON CABLE HEADENDS/ DTH PLATFORMS ON BEHALF OF PRASAR BHARATI”

Tender No. DTH/114/2021-P VII

BID DUE DATE & TIME FOR ONLINE SUBMISSION	DD/MM/2021 at XX:00 Hrs.
BID DUE DATE & TIME FOR BID OPENING	DD/MM/2021 at XX:00 Hrs.

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ABBREVIATIONS USED IN THE DOCUMENT

SL NO.	ABRIVIATION	FULL FORM
1	BCI	Broadcasting Corporation of India
2	BSD	Bid Securing Declaration
3	BDS	Bids Data Sheet
4	CPPP	Central Public Procurement Portal
5	CQCCBS	Combined Quality-cum-Cost based System
6	CVC	Central Vigilance Commission
7	DAS	Digital Addressable System
8	DD	Doordarshan
9	DG:DD	Directorate General: Doordarshan
10	DP	Delivery Period
11	DPO	Distribution Platform Operator
12	DSC	Digital Signature Certificate
13	DTH	Direct-to-Home
14	E-Bid	Electronic Bid
15	EC	Evaluation Cost
16	EMD	Earnest Money Deposit
17	FOR	Free on Rail/Road
18	GST	Goods and Service Tax
19	GSTIN	Goods and Service Tax Identification Number
20	GTC	General Terms &Conditions
21	HSN	Harmonized System Nomenclature
22	IEM	Independent External Monitor
23	IFB	Invitation for Bid
24	INR	Indian Rupees
25	IP	Integrity Pact
26	ITB	Instructions to Bidders
27	JV	Joint Venture
28	L-1	Lowest Tender
29	LCN	Logical Channel Number
30	LCO	Local Cable Operator
31	LD	Liquidated Damages
32	LEC	Lowest Evaluation Cost
33	LLP	Limited Liability Partnership
34	LPP	Last Purchase Price
35	MSME	Micro, / Small & Medium Enterprise
36	MSO	Multiple System Operators
37	NEFT	National Electronic Funds Transfer
38	OEM	Original Equipment Manufacture
39	PAN	Permanent Account Number
40	PB	Prasar Bharati
41	PBG	Performance Bank Guarantee

42	RFP	Request for Proposal
43	RTGS	Real Time Gross Settlement
44	SAC	Service Accounting Code
45	SETC:	Supply, Erection, Testing & Commissioning.
46	SITC	Supply, Installation, Testing & Commissioning.

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1.0 "INVITATION FOR BID (IFB)"

REF NO: TENDER NO. DTH/114/2021-P VII

DATE: DD/MM/2021

To,

SUB: TENDER DOCUMENT FOR ENGAGEMENT OF AN AGENCY FOR "MONITORING, ANALYZING & REPORTING OF DOORDARSHAN'S MUST CARRY CHANNELS ALONG WITH ALL OTHER DD CHANNELS ON CABLE HEADENDS/ DTH PLATFORMS ON BEHALF OF PRASAR BHARATI"

Dear Sir/Madam,

On behalf of the Prasar Bharati (India's Public service Broadcaster), AIR/ Doordarshan, Digitally signed E-tenders are invited from eligible bidders in the prescribed Bid Proforma under single stage two bid system for engagement of an agency for "monitoring, analyzing & reporting of Doordarshan's must carry channels along with all other DD Channels on cable headends/ DTH platforms on behalf of Prasar Bharati"

1.1 for the subject in complete accordance with the following details and enclosed Bid Documents, as prescribed at Annexure, <Form No. __ to __>The details of tender are given below:

1.2 Bids Data Sheet: The brief details of the tender are as under:

1.2.1 Tender Inviting Authority	Purchase Section of DG:DD for and on behalf of Domestic Distribution wing of Prasar Bharati.
1.2.2 Name of the Supply /Work	....., Asst. Director Engg. (Purchase)/
1.2.3 Tender Reference No.	DTH/114/2020-P VII
1.2.4 Place of availability of Tender Documents (RFPs)	1. Procurement Portal of Prasar Bharati http://prasarbharati.eproc.in 2. Website of Prasar Bharati, https://prasarbharati.gov.in/ 3. Central Public Procurement Portal (CPPP): http://www.eprocure.gov.in
1.2.5 Estimated Cost per Annum of the Tender	Rupees Sixty Lakh only (Rs. 60,00,000/-)
1.2.6 Tender Processing Fee	Rupees one thousand three hundred fifty seven only (Rs.1357/-) including GST. (shall be collected through the e-procurement Portal)
1.2.7 Earnest Money Deposit (EMD)	Rupees Nil only (Rs. Nil)

1.2.8 Address to send Pre bid Queries	Domestic Distribution, Room No.618, Tower-A, Doordarshan Bhawan, Copernicus Marg, New Delhi - 110001 in the prescribed Form No. 11 Email: raw@ prasarbharati.gov.in deepaksachdeva@prasarbharati.gov.in
1.2.9 Nature of bid process	Single Stage Two BID System 1. Pre-Qualification (wherever required) 2. Technical Bid 3. Commercial Bid
1.2.10 Broad Scope of Work	Refer Appendix-C
1.2.11 Bid Validity up to:	120 (One Hundred Twenty) days from the date of opening of Technical Bid.
1.2.12 Bid Bond Validity up to :	165 days (Bid validity + 45 days beyond bid validity.)
1.2.13 Date of publication of Bid	Date "X"
1.2.14 Last Date & Time for Submission of written queries by bidders	<DATE "X+__" = "Y">, 11 A.M. [Y may normally be 21 days]
1.2.15 Date & Time of Pre- bid Conference	<DATE "X+10" = "Z">; 3 P.M.
1.2.16 Place for Pre-bid meeting(could also be processed through e-procurement portal)	Conference Room, 6 th Floor, Tower-A, Directorate General: Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi – 110001 Email: raw@ prasarbharati.gov.in deepaksachdeva@prasarbharati.gov.in Or Queries for Pre-bid may be uploaded on the Procurement Portal of Prasar Bharati, http://prasarbharati.eproc.in in the prescribed format, Form No.13
1.2.17 Opening of Technical bid	<DATE "Z+21 OR ___ DAYS" = "TB">; 3 P.M
1.2.18 Opening of Commercial bids	<DATE "TB + ___ DAYS" = "CB">; 3 p.m <To be informed later>
1.2.19 Address for Communication	Asst. Director Engg. (Purchase)/Assistant Engineer (Purchase) in Room No.403, Directorate General: Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi - 110001
1.2.20 Paying Authority	IEBR CP&S Doordarshan, Sirifort, Asiad Village Complex,

Note: In case the days specified above happen to be a holiday in Prasar Bharati, the next working day shall be implied.

- 1.3 Instructions to Bidders: As per **Appendix-A**
- 1.4 General Terms and Conditions: As per **Appendix-B**
- 1.5 Bid Evaluation Criteria : As Per **Appendix-D**
- 1.6 Delivery Period: As per **Appendix-C**
- 1.7 Technical Specification: As per **Appendix-C**
- 1.8 The Bid Securing Declaration Bond shall be as per the Annexure-4 (Form-4).
- 1.9 Guarantee: Required as per clause 3.9 of Appendix-B (General Terms and Conditions).
- 1.10 **Performance Security Deposit:** Required as per Clause 3.8 of Appendix-B (General Terms and Conditions),and Annexure- 14(Form -14). An **Amount of 3%** of finally awarded amount to successful bidder. for details refer para no. 2.1.15
- 1.11 Performance Security from any Indian scheduled Commercial Bank would be acceptable.–
 - 1.11.1 Performance security shall be valid up to two months after completion of awarded work period /supply/end of guarantee whichever is later.
- 1.12 Bids shall be submitted in electronic mode only as per the ITB; Bid Securing Declaration Form have to be submitted duly signed and stamped with corporate seal online by the bidder before the due date & time of the opening of the bid, and copy of the same shall also be uploaded along with the Technical Bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS).
- 1.13 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations.
- 1.14 A Nil deviation Certificate as mentioned in the Annexure-6, **Form-6** shall have to be essentially submitted by the Bidder along with the Technical Bid.
- 1.15 The Tender will be governed by the “Instruction to the Bidder” as per Appendix-A; “General Terms and Conditions” placed at Appendix-B and “Technical Specifications” at Appendix-C. The contract will be governed by Indian laws including the Indian Contract Act, 1872;the Sale of Goods Act, 1930; Right to Information Act, 2005; The Micro, Small and Medium Enterprises Development Act, 2006; Prevention of Corruption Act, 1988; and Arbitration and Conciliation Act, 1996, etc, as amended from time to time. The contract will also be governed by General Financial Rules, 2017, Manual for procurement of goods and works 2017 and 2019, Delegation of Financial Power Rules and any other financial, vigilance, security, safety, counter- trade and other regulatory aspects, orders and guidelines of the Government on the subject of Public Procurement as amended from time to time in so far as they are applicable and not inconsistent with the conditions mentioned in the tender document.

- 1.16 Prasar Bharati will follow the reciprocal market access strategy of the Government of India, which describes on the Clause 10 (d) of Public Procurement Preference to Make in India, Order 2017. The Purchaser reserves the right to not consider any Bid and may restrict such Bidders from the bidding process who originate from those countries, where they do not allow market access for Indian companies; in such cases, the Clause 10(d) of Public Procurement Preference to Make in India, order 2017, shall be invoked wherever applicable, when it is relevant
- 1.17 Single Stage Two Bid Systems shall be followed for this tender. Bidders should take due care to submit tenders in accordance with Bid requirements as specified in clause 2.1 of “Instruction to Bidders” (Appendix-A). Bid evaluation Criteria at **Appendix-D** shall be the basis for evaluation of tenders.
- 1.18 For Payment terms pertaining to Supply contracts and SITC/SETC Contracts, please refer to clause 2.23(A) of the tender document.
- 1.19 As per clause 171(1) of CGST Act, 2017 which relates to anti-profiteering measure, any reduction in rate of tax on any supply of goods and or services or both, the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- 1.20 THE FOLLOWING SHOULD BE SUBMITTED ALONG WITH THE TENDER.
- 1.20.1 Documents as specified in Technical specifications at **Appendix-C (Section 4.4), Appendix D Section 5.2 and Section 2.5 of Appendix A.**
- 1.20.2 Prasar Bharati follows e-tendering Process, Bid shall be submitted only on <https://prsarbharati.eproc.in>. The responsive Bids shall be decided according to various aspects mentioned in ITB, GTC and Eligibility conditions mentioned in the Bid Document. Before the Bid submission, Bidders are advised to refer the help manuals and general FAQs provided in the E-procurement Portal regarding the e-tendering.
- 1.21 Clarification(s)/Corrigendum(s) if any shall also be available on referred above websites, Para 1.2.4. Any revision, clarification, addendum, corrigendum, time extension, etc. to the Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 1.22 **EVALUATION METHODOLOGY:** Evaluation shall be as detailed in Para 5.3.7 & 5.3.8 under Appendix-B and is based on **Combined Quality-cum-Cost Based System (CQCCBS). The marking scheme for CQCCBS is detailed in Appendix-E.**
- 1.23 Purchase Preference (Linked with Local Content): Applicable as per government guideline/Tender Document.(Refer Para 2.17 & Para 3.25)
- 1.24 In case, any cess on GST is applicable same shall also be considered in evaluation.
- 1.25 The Bidders shall quote on FOR destination basis only.

For & On behalf of Prasar Bharati,

(Authorized Signatory) Name: xxxxxx

Designation : xxxxxxxxxx
E-mail ID : XXXXX@prasarbharati.gov.in
Phone No.: xxxxxxxxxx

2.0

INSTRUCTION TO BIDDERS (ITB)

2.1 INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION:

- 2.1.1 The scope of work / Supply of stores to be tendered are available in the complete bid documents which can be viewed / downloaded free of cost from e-procurement portal of Prasar Bharati, <https://prasarbharati.eproc.in>, or from the website Prasar Bharati, www.prasarbharati.gov.in or CPP Portal <http://eprocure.gov.in>.
- 2.1.2 Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed on the website <https://prasarbharati.eproc.in>
- 2.1.3 All documents / papers which are required on Company's letter head must be ink signed and stamped with company seal.
- 2.1.4 No claim shall be entertained on account of any Technical snag or disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 2.1.5 All Corrigendum/Amendment/Corrections, if any, will be published on the website <https://prasarbharati.eproc.in>
- 2.1.6 All documents / papers uploaded / submitted by the bidder must be in English and legible.
- 2.1.7 It is mandatory for all the applicants to have Class-III Digital Signature Certificate, with both DSC Components i.e. signing & Encryption, (in the name of the person who will sign the bid document) from any of the licensed Certifying Agency. Bidder may contact the Service provider of e-procurement Portal, at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- 2.1.8 The Bidders/ Vendors shall be charged the Processing Fees in according with the Estimated Cost of respective Tenders. The following are the charges to be paid by the Bidders /Vendors on the e-procurement portal:

• Estimated value of Tender	Processing fees as on < Date to be Filled by Purchasing Unit >	
	Per Tender Per Bidder	Total including GST
• Less than or Equal to Rs. 10 Lakhs	₹475.00 + 18 % GST	₹560.50
• More than 10 Lakhs but Less than or equals to 50 Lakhs	₹925.00 + 18 % GST	₹1091.50
• More than 50 Lakhs	₹1150.00 + 18 % GST	₹1357.00
• Annual charges for Online Bidder / Vendor for the Registration	₹450.00 + 18 % GST	₹531.00

- 2.1.9 To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Prasar Bharati e-Tendering Portal (<https://prasarbharati.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual

registration charges of Rs. 450/- plus 18% GST through online mode (net banking/debit card/credit card). Validity of Registration is 1year.

- 2.1.10** Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
- 2.1.11** Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as "0" (Zero).
- 2.1.12** To participate in bidding, bidders have to pay Tender Processing Fee as mentioned in the Para 2.1.8 through online mode (net banking/debit card/credit card).
- 2.1.13** The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- 2.1.14** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase PB or the concerned Ministry or Department or Start-ups as recognised by Department of Industrial Policy & Promotion (DIPP) shall be exempted from payment in respect of cost of Earnest Money as per the Government instructions on the subject on submission of documentary evidence of valid Registration in the concerned category of the Tendered items.
- 2.1.15** The successful Bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of 3% (three percent) of value of finally awarded contract in one of the acceptable forms as per tender documents. Performance Security shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form.
- 2.1.16** Technical Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati's Tender Terms & Conditions, GST details etc.
- 2.1.17** In case of payment through net-banking the money will be immediately transferred to Prasar Bharati's designated Account through NEFT/RTGS from any scheduled bank(s), the bidder will have to furnish the UTR Remittance Number(s) before submission of bid, payment details shall also be uploaded on e procurement portal along with Bid. The payment of Tender Processing Fee through NEFT /RTGS mode should be made well ahead of time to ensure that the Tender Processing Fee amount is transferred to Prasar Bharti account before submission of bid.
- 2.1.18** The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of nonresponsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed to eligible Bidders in advance.
- 2.1.19** Bidders are advised to submit written queries in advance of the Pre-Bid Meeting. The Form # 13 can be used for this purpose. (Pre-Bid Meeting may be processed through e-procurement portal of Prasar Bharati) After the Meeting, the techno-commercial requirements may be revised, if considered necessary. After that no request/query will be entertained
- 2.1.20** Prasar Bharati reserves the right to accept or reject any or all applications without assigning any reasons. Prasar Bharati also reserves the right to annul the tender

process at any stage without assigning any reason.

- 2.1.21** If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through e-procurement portal of Prasar Bharati. The bidder shall upload the requisite clarification/documents within time specified by Prasar Bharati, failing which tender will be liable for rejection.
- 2.1.22** Acceptance of the application(s)/bid(s) constitutes no form of commitment on the part of Prasar Bharati. Furthermore, this acceptance of the application/bid confers neither the right nor an expectation of minimum order within the proposed project.
- 2.1.23** Prasar Bharati reserves the right to call for fresh tenders/financial bid invitation at any stage and/or time as per the present and/or envisaged Prasar Bharati requirements even if the tender is in evaluation stage or in any stage.
- 2.1.24** At any time prior to the last date for receipt of bids, Prasar Bharati may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment. Prasar Bharati may, at its sole discretion, also extend the deadline for submission of proposals by issuing a corrigendum.
- 2.1.25** The respondent shall bear all costs associated with the preparation and submission of its response/bids, and Prasar Bharati will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
- 2.1.26** The agency bidding for the contract may please note that they shall not be allowed to use the Prasar Bharati staff/resources for carrying out the assigned job unless specified in this RFP.
- 2.1.27** The bidder should undertake to return to Prasar Bharati all the infrastructure items, if any, storage media etc or any other device/item/Software and its licenses/data/material etc received during the process of execution of this contract.
- 2.1.28** Prasar Bharati reserves the right to reject whose performance at ongoing Supply/ Work(s) is below par and usually poor and has been issued letter of restrain/Temporary/ Permanent debar by any office of Prasar Bharati, Government or Public sector. (Rule 151, GFR 2017) Prasar Bharati reserves the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then Prasar Bharati shall take the following action:
- 2.1.28.1** The agency shall be liable for debarment from tendering in Prasar Bharati, apart from any other appropriate contractual/legal action.
- 2.1.28.2** Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance
- 2.1.29** Bidders have to submit a GST Registration Certificate while uploading the tender.
- 2.1.30** Bidders shall separately indicate the HSN/SAC code, rate and amount of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected.

- 2.1.31 IGST and Compensation Cess (wherever applicable) will be levied on imports.
- 2.1.32 Terms & Conditions given in Technical specifications will supersede for conflict with any terms & conditions given in Tender Document.

2.2 ONE BID PER BIDDER

- 2.2.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.
- 2.2.2 Alternative Bids shall not be considered.
- 2.2.3 Any Bidder having formed a JV/Consortium shall not be considered eligible to make JV/consortium with any other bidder or form part of any other JV/Consortium and submit a Bid for the same tender.

2.3 COST OF BIDDING

- 2.3.1 The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, Prasar Bharati will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 2.3.2 The Bidder shall not be entitled to hold any claim against Prasar Bharati for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

2.4 **For more information regarding submission of Bid in the e- Procurement portal, Bidders may refer the help manuals and, General FAQs (Frequently Answered Questions) about the e-Tendering, which has been provided in the Portal.**

2.5 LIST OF DOCUMENTS(to be uploaded with tender):

2.5.1 **PART-I: "TECHNO-COMMERCIAL / UNPRICED BID"**

- 2.5.1.1 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- 2.5.1.2 'Bidder's General Information', as per 'Form-1' along with Copy of 'PAN' and 'GST' registration and 'Bid Form', as per 'Form-2'
- 2.5.1.3 Bid Securing Declaration along with Form-4 (Annexure-4) or Declaration of MSME as per Form-3
- 2.5.1.4 Copies of documents required as per 'Form -5' and as mentioned elsewhere in the Tender Document
- 2.5.1.5 Nil deviation Certificate as per 'Form-6'.
- 2.5.1.6 Declaration regarding Holiday/Banning, in 'Form-8
- 2.5.1.7 Letter of Authority' on the Letter Head, as per 'Form-9
- 2.5.1.8 DD's Technical Specifications duly signed on each page.
- 2.5.1.9 Letter of authority to sign and upload bid documents.
- 2.5.1.10 Undertaking regarding Fall Clause as mentioned in Para 3.16

- 2.5.1.11 Enclosures as per Commercial requirement.
- 2.5.1.12 Enclosures as per Technical requirement of Section 4.4.
- 2.5.1.13 Self-Certificate for Local Content as per Form-11.
- 2.5.1.14 Integrity Pact as per Form 12 (if applicable) (for estimated contract value of Rs. Two Crores or more) duly filled and signed.
- 2.5.1.15 Certificates as mentioned on Para 2.1.14 along with evidence of valid registration by the Competent Authority to be attached, if applicable.
- 2.5.1.16 Any other information/details required as per Tender Document

2.5.2 **PART-II: Price / financial Bid**

- 2.5.2.1 Price /Financial bid should be as per the **Appendix-F** only.

2.6 All GTC attached with the "Invitation to Tender" are sacrosanct for considering any offer as a complete offer. It is therefore important that all documents duly completed and signed are returned with the Bidder's offer.

2.7 Prasar Bharati shall have all right to ignore any offer which fails to comply with the above instructions.

2.8 The Bid shall be submitted online not later than the time specified in the tender document, or on the notified date of closing of the tender. Offers sent through any mode other than uploading on e-procurement portal of Prasar Bharati will not be accepted.

2.9 Any change in quotation after opening of tender will not be considered. Bidders must ensure that all the documents / files uploaded on e- procurement portal are in order and legible in all respect. Prasar Bharati will not be responsible for any documents / files illegible or corrupted due to any disruption/ technical snag of internet service being used by the bidders.

2.10 **VAGUE AND INDEFINITE EXPRESSION**

Tenders qualified by vague and indefinite expressions such as "subject to immediate acceptance" or "subject to prior sale" etc. will not be considered. Unconditional Bids shall only be considered.

2.11 **VALIDITY PERIOD OF OFFER**

2.11.1 The Tender shall be valid for acceptance for the period as indicated in the "Invitation to Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of tenders till the expiration of the validity period or any extension thereof.

2.11.2 The offers of these Bidders who have not kept the validity open till the period stipulated in the tender will be treated as unresponsive and will be ignored without making any back reference.

2.11.3 The Bidder will undertake not to vary/modify the tender during the validity period or any extension thereof.

2.12 **OPENING OF TENDERS**

2.12.1 The tender will be opened online on the e-tendering portal of Prasar Bharati <https://prasarbharati.eproc.in> at the time specified in the tender document, on the date of opening indicated in the "Invitation to Bid.", in the presence of bidders' authorized

representatives who choose to attend.

2.12.2 In case of unscheduled holiday on the closing/opening day of tender, the next working day will be treated as scheduled prescribed day of closing/opening of tender; the time notified remains the same.

2.12.3 PRICES FOR BIDDERS

Bidders are to quote in INR only on FOR Destination basis.

2.13 VARIATION OF QUANTITIES

At the time of awarding the contract, Prasar Bharati shall have right to re-judge the quantity to be procured based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25 (Twenty-Five) per cent for ordering, if so warranted.

2.14 OPTION CLAUSE:

Prasar Bharati reserves the right to increase/decrease the ordered quantity by up to 25 (Twenty Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

2.15 TAX LIABILITY

2.15.1 The Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/ production upto the point of delivery. Further instruction, if any, shall be as provided in the Schedule of Requirements.

2.15.2 Payment of CGST/SGST/UTGST/IGST and all other applicable taxes (on ultimate products and Services) and custom duty, as applicable on the closing date of tender will be to supplier's /contractor's account. In the case of "Two Bid" system where revised price bids are permitted after technical discussions payment of these charges as applicable on closing day of revised price bids, will be to supplier's /contractor's account. Any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the PB on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

2.15.3 The bidder(s) will indicate in their bid the amount with exact rate of customs duty and the applicable item of custom tariff under which it is covered. Similarly, the amount of CGST/SGST/UTGST/IGST and all other applicable taxes on ultimate furnished product with HSN/SAC code, as applicable at tendering stage will be shown separately in the bid. In case the above information subsequently proves wrong incorrect or misleading

(a) this Organization will have no liability to reimburse the excess in the difference in rates of the item under which the duty/ tax assessed finally

(b) this Organization will have the right to recover the difference in case the rate of duty/ tax finally assessed is on the lower side.

2.15.4 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) to enable Prasar Bharati to avail Input Tax

Credit (ITC). Further, returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.

2.15.5 If input tax credit (ITC) with respect to GST (CGST & SGST/UTGST or IGST) which normally shall be available to Prasar Bharati, is not available, for any reason, which is not attributable to Prasar Bharati, then Prasar Bharati shall not be obliged or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) charged in the invoice(s) and shall be entitled to/ deduct/ setoff/ recover the such GST (CGST & SGST/UTGST or IGST) thereupon together with all penalties and interest if any, against any amounts paid or payable by Prasar Bharati to Supplier/ Vendor.

2.15.6 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

2.16 TRADE/ VOLUME DISCOUNT

Bidders will not indicate a separate discount. Discount, if any, should be merged in the rates against the quoted items(s). Discount of any type indicated separately will not be taken into account for evaluation purposes.

2.17 ELIGIBILITY CRITERIA

2.17.1 Bids should preferably be from original manufacturers, however, Bids from sole selling agents/authorised distributors/authorised dealers can also be considered provided such bids are accompanied with necessary supporting documents/authority letter from concerned original manufacturer who authorised them to market their product, provided further, such an authority letter is valid at the time of bidding. Required Warranty Cover of the manufacturer for the product will be provided by such a supplier through OEM. The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices,

2.17.2 The Bidder is not put on 'Holiday' by Prasar Bharati or any of the Government departments, Public Sector or banned/blacklisted by Government department/ Public Sector on the due date of submission of bid. If the Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid along with the Bid Security, if any, will be returned immediately to the Bidder.

2.17.3 Bidder should meet experience and other criteria, if any as specified in **Appendix-C** Para 4.4.

2.18 PURCHASE PREFERENCE

2.18.1 Purchase preference to Central Government Public Sector Undertaking, Micro, Small & Medium Enterprises (MSMEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable necessary supporting documents to be furnished by the bidder.

2.18.2 Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E-II dated 15.06.2017 of Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion and its amendments shall be applicable. Purchase preference for the domestic manufacturer, the methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and modalities for compliance and monitoring shall be followed.

2.18.3 PREFERENCE TO MAKE IN INDIA

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India as per the revised "Public Procurement (Preference to Make in India), Order 2017", circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE-II dated 04.06.2020 will be applicable for this tender.

2.17.4 DISCLAIMER: This RFP is not an offer by Prasar Bharati but an invitation to receive offers from agencies. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officer of Prasar Bharati with the agency.

2.19 SCOPE OF SUPPLY OF EQUIPMENT/SITC/SETC/WORK/SERVICES:

The delivery of the stores/execution of SITC/SETC is required as stated in "Invitation to Bid" on terms specified in the description of Stores/SITC/SETC and Technical Specifications mentioned at **Appendix-C**, subjected to the terms "General Terms and Conditions" at **Appendix-B**.

2.20 CONSIDERATION OF OFFER IN FULL OR IN PART

This PB may reject/accept or prefer any tender without having to assign any reason whatsoever. The PB also reserves to itself the right to accept any tender in part or split the order between two or more bidders.

2.21 SPECIFICATIONS

2.21.1

If the PB finds that materials supplied/works carried out are not of correct quantity and are not according to required specifications or are not satisfactory owing to any reason of which the PB will be the sole judge, the PB will be entitled to cancel the contract for supply of stores/SITC/SETC and meet its requirements of stores/SITC/SETC from the open market at the risk and cost of the supplier/contractor, reserving always to itself the right to forfeit the security deposit placed by the Agency/Supplier/Contractor for fulfillment of the contract.

2.22 BID SECURITY/ EARNEST MONEY/SECURITY DEPOSIT/PERFORMANCE BOND:

2.22.1 Earnest Money/Bid Bond : The bidders must submit Bid Securing Declaration Bond on or before the last date & time of submission of bid in favour of < PBBCI, DIRECTORATE GENERAL: DOORDARSHAN, NEW DELHI > in the enclosed Proforma at Annexure-4 (Form-4) The bid bond should initially be valid up to 45 days beyond the period of Bid validity.

2.22.2 Offers without Bid-Securing Declaration form will be ignored. Offers with Bid Securing declaration form of shorter validity will also be ignored.

2.23 SECURITY DEPOSIT/ PERFORMANCE BOND.

The successful bidder, within 30 (Thirty) days of the receipt of order/advance order/letter of intent, will be required to send Security Deposit in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in favour of <PBBCI, DIRECTORATE GENERAL: DOORDARSHAN, NEW DELHI> or in lieu thereof Performance Security/Bank Guarantee for the amount as indicated in the Para 1.7.1 of "Invitation to Bid".

2.24 PAYMENT TERMS

- a) Payment equivalent to 1/4th of the awarded bid amount shall be released every quarter after submission of Invoice by the Agency.
- b) All payments to be made in INR only and subject to liquidated damages and taxes, duties, penalties as applicable, if any.
- c) All deductions on account of taxes as per prevailing law shall be made from the payment being made and such deducted taxes shall be remitted to the concerned tax department.
- d) A designated committee constituted by Prasar Bharati shall keep a watch on the Performance of the agency and will assess the Performance on a quarterly basis.
- e) Any penalty imposed by Prasar Bharati under the terms and conditions of this RFP shall be acceptable to the agency and shall be deducted from the payment due.

2.25 UNSOLICITED POST TENDER MODIFICATION

2.25.1 In case certain clarifications are sought by PB after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought.

2.25.2 Any bidder who modifies his bid(including a modification which has the effect of altering the value of his offer) after the closing date without specific reference by PB shall render the bid liable to be ignored and rejected without notice and without further reference to the bidder.

2.25.3 Canvassing in any form by the bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the bidder.

2.26 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

2.26.1 PB has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for PB to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the tender. Bids not complying with PB's requirements may be rejected without seeking any clarifications. However, during evaluation and comparison of bids, Prasar Bharati at its discretion, may ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered email Id or through e-procurement Portal, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his Bid will be liable to be rejected. Depending on the outcome, such tenders will be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

2.26.2 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as follows:

2.26.2.1 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.

2.26.2.2 When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

2.26.2.3 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked

2.27 AFTER SALES SERVICE AND TRAINING - One week comprehensive training to be provided to 5 Staff members nominated by Prasar Bharati.

2.28 EVALUATION / SCRUTINY OF BIDS

In evaluation of the techno-commercial bid, conformity of the eligibility/qualification, technical and commercial conditions of the offered goods to those in the bid document is ascertained. Technical requirement, incorporated in the **Appendix-D** of tender documents will also be considered in the manner indicated therein. Evaluation will be based only on the conditions included in the tender document.

2.29 SIGNING OF AGREEMENT

2.29.1 Prasar Bharati will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to Prasar Bharati.

2.29.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in a Performa on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for appropriate action per tender provisions.

2.29.3 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the employee of Prasar Bharati, or alternatively, if any relative of an employee of Prasar Bharati has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.29.4 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of Prasar Bharati

2.30 EMPLOYMENT BY FIRMS TO OFFICIALS OF PB.

Firms/companies who have or had business relations with the PB are advised not to employ serving employees of PB without its prior permission or within the initial one year period after the retirement/resignation/severance from the service without specific permission of PB. PB may decide not to deal with such firms who failed to comply with the above advice.

2.31 CANCELLATION / RESCISSION :

The Bidder shall be liable to pay compensation for any loss or damage to Prasar Bharati resulting from any cancellation/rescission due to the reasons attributable to the Bidder and the Prasar Bharati shall be entitled to deduct the amount so payable from the amount due to the Bidder.

2.32 FOR THE BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

2.32.1 Any bidder from a country which shares a land border with India will be eligible to bid

in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

- 2.32.2** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 2.32.3** "Bidder from a country which shares a land border with India" for the purpose of this Order means; -
- 2.32.3.1** An entity incorporated, established or registered in such a country; or
- 2.32.3.2** A subsidiary of an entity incorporated, established or registered in such a country; or
- 2.32.3.3** An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 2.32.3.4** An entity whose beneficial owner is situated in such a country; or
- 2.32.3.5** An Indian (or other) agent of such an entity; or
- 2.32.3.6** A natural person who is a citizen of such a country; or
- 2.32.3.7** A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 2.32.4** The beneficial owner for the purpose of Para 2.30.3.4 above will be as under:
- 2.32.4.1** In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
- 2.32.4.1.1 "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- 2.32.4.1.2 "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2.32.4.1.3 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 2.32.4.1.4 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 2.32.4.1.5 Where no natural person is identified under Para 2.30.4.1 or Para 2.30.4.1.4 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

2.32.5 In case of a trusty the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

2.32.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.32.7 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.(In case of Tenders for Works contracts, including Turnkey contracts)

2.32.8 The following Certificate shall be submitted by the Bidder appending to the Technical Bid—

Certificate to be filled by the Bidder:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; / certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered, [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

3. (GENERAL TERMS AND CONDITIONS (GTC))

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

3.1.1 DEFINITIONS

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

3.1.2 ORDER

3.1.3 Shall mean written purchase order or acceptance of Tender (AT) issued by PB to the successful bidder including subsequent amendments to ORDER or AT in writing thereof.

3.1.4 THE PB /PURCHASER

Shall mean <DG:DOORDARSHAN, DOORDARSHAN BHAWAN, New Delhi, India>, acting on behalf of the PRASAR BHARATI (India's Public Service Broadcaster), which shall include all their legal representatives, successors and assignees.

3.1.5 SUPPLIER/CONTRACTOR

Shall mean any person or persons of firm or company in India as well as abroad whose bid has been accepted by PB and the legal representation, representatives, successors and permitted assignee of such person, persons, firm or company.

3.1.6 SUB-CONTRACT

Shall mean ORDER placed by the AGENCY/SUPPLIER/CONTRACTOR for any portion, of the ORDER or work subletted with necessary written consent of PB on third party. Such subletting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

3.1.7 SUB-CONTRACTOR

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been subletted by the AGENCY/SUPPLIER/CONTRACTOR after necessary consent of PB.

3.1.8 ORDER PRICE

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

3.1.9 DELIVERY PERIOD

Shall mean receipt of the services/goods, erection & commissioning of the goods depending on the type of contract (Supply of Stores/SITC/SETC) by the date specified in the ORDER.

3.1.10 DESTINATION

Shall mean the location of the consignees for which this ORDER has been issued.

3.1.11 EQUIPMENTS/MATERIALS

Shall mean and include any equipment, instruments, stores and goods to be supplied for under the ORDER and amendments thereto.

3.1.12 DRAWINGS

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

3.1.13 SPECIFICATIONS

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

3.1.14 INSPECTORS

Shall mean any person or outside Agency nominated by PB to inspect materials, equipments software/application and services, if any, in the contract stage-wise as well as final on receipt at destination as per the terms of the ORDER.

3.1.15 TESTS

Shall mean such process or processes to be carried out by the Agency/Supplier/Contractor as are prescribed in the ORDER considered necessary by PB or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment, application and services or part thereof.

3.1.16 APPROVAL

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

3.1.17 F.O.R./F.O.B./FAS, C&F, CIF shall mean the terms as explained in INCO terms.

3.1.18 SCOPE OF ORDER

Scope of the order shall be as defined in the ORDER, specifications, drawings and Appendices thereto.

3.2 Completeness of the EQUIPMENT, software and services shall be the responsibility of the SUPPLIER/CONTRACTOR. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing (s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENT (successful operation and functioning of the equipment being SUPPLIER'S/CONTRACTOR'S responsibility) shall be provided by the AGENCY/SUPPLIER/CONTRACTOR without any extra cost.

3.3 The AGENCY/SUPPLIER/CONTRACTOR shall follow the best modern practice in the manufacture of high grade EQUIPMENT notwithstanding any omission in that, the AGENCY/SUPPLIER/CONTRACTOR shall in all respect design, engineer, manufacture, and supply the same within delivery period to the entire satisfaction of the PB.

3.4 WORK TO BE CARRIED OUT UNDER THE ORDER

All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulations/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

3.5 SPECIFICATION, DRAWING, TECHNICAL MANUALS

3.5.1 The AGENCY/SUPPLIER/CONTRACTOR shall furnish copies as required by PB and specified in the "Technical Specifications" at Appendix-C, of the technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue etc. before dispatch of the equipment.

3.5.2 The Agency/Supplier/Contractor shall be responsible for any loss to PB consequent to the furnishing of the incorrect data/drawings.

3.5.3 Specifications, design and drawings issued by PB to the Agency/Supplier/Contractor along with tender specification and ORDER are not to be sold or given on loan. These documents continue to remain property of PB or their assignee and are subject to recall by PB.

3.5.4 The AGENCY/SUPPLIER/CONTRACTOR and its employees shall not make use of the drawings, specification and technical information for any purpose any time and shall not disclose the same to any person, firm or corporate authorities without written permission of the PB. All such details shall be kept confidential.

3.5.5 In order to facilitate quick disposal, copies of the drawing for approval shall be sent directly and simultaneously to the authorities specified in the order in addition to the sets submitted to authority issuing order.

3.6 ACCEPTANCE OF ORDER

3.6.1 Within fifteen (15) days from date of mailing of ORDER, AGENCY/SUPPLIER/CONTRACTOR shall confirm acceptance of the order in its entirety.

3.6.2 The ORDER is accepted unconditionally by AGENCY/SUPPLIER/CONTRACTOR by returning to PB copy of the ORDER duly signed, without qualification.

3.6.3 When AGENCY/SUPPLIER/CONTRACTOR has accepted the order with all its terms and conditions, Bidder's Bid with General sales conditions and all previous correspondence are considered superseded and void.

3.6.4 Should AGENCY/SUPPLIER/CONTRACTOR not respect the time limit for the confirmation of the order or in case BIDDER cannot accept the ORDER without qualifications, PB reserves the right to cancel, in writing, without prejudice to other terms, the entire ORDER or part of it without notice. Under these circumstances the earnest money /bid bond given by the supplier will be forfeited in full.

3.7 MODIFICATION IN ORDER

3.7.1 All modifications leading to changes in the order with respect to technical and commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by PB by issuing an amendment to the ORDER.

3.7.2 This Organization shall not be bound by any printed conditions, provision in the SUPPLIER'S BID, forms of acknowledgement of ORDER, invoice, packing list and other documents, which purport to impose any condition at variance with or supplement to ORDER.

3.8 PERFORMANCE SECURITY DEPOSIT.

3.8.1 The successful bidder, within 30 (Thirty) days of the receipt of order/letter of intent, will be required to send Security Deposit in the form of Bank Draft/NEFT or in lieu thereof a Bank Guarantee from an Scheduled Indian Commercial Bank for amount as indicated in Para 1.10 of the "Invitation to Bid". Being a FOR destination contract, the Security Deposit shall be 3% of the value of the order.

3.8.2 The security money may be deposited in the form of NEFT/Bank guarantee/TDR in the proforma enclosed as Appendix to these General Terms and Condition (GTC).

3.8.3 PB shall not be liable to pay any Bank Charges, Commissions or interest on the amount of Security Deposit/Performance Bond.

3.8.4 Security Deposit, Performance Bond shall be refunded to the supplier after completion of warranty period as stipulated in the order. If the materials are supplied in the extender delivery period, the supplier will extend the validity of Bank Guarantee accordingly and the Bank Guarantee will be released after extended validity is expired.

3.9 PERFORMANCE GUARANTEE

Supplier/Agency/Bidder shall guarantee that the performance of the supplied data, Web App & Mobile App services for data import/expor3.t under the order shall be strictly in conformity with specification and shall perform the duties specified under the RFP.

For any equipment or spare parts thereof replaced during Guarantee/warranty period, it shall have further warranty for a period of 12 months from the date of acceptance. The supplier will extend the validity of Bank Guarantee for a value proportionate to the value of the equipment for the period commensurate with the period of Guarantee/Warranty extension and the Bank Guarantee will be released after completion of extended warranty period subject to fulfillment of other conditions stipulated in Para 3.11.

3.10 REJECTION

If the Prasar Bharati finds that the Application or Data services supplied are not in accordance with the specification and other conditions stated in the order or its services received are not in proper required format (of which matters PB will be the sole judge), the PB shall be entitled to reject the whole of the services or the part, as the case may be, and intimate to the supplier/agency/bidder the rejection without prejudice to the PB's other rights and remedies to recover from the supplier any loss which the PB may be put to, also reserving the right to forfeit the security deposit/performance bond, if any, made for the due fulfillment of the contract.

3.11 FAILURE, LIQUIDATION AND TERMINATION CLAUSE

Time and satisfactory delivery of the services shall be the essence of the contract. If the Agency/Supplier/Contractor fails to deliver the services, the Purchaser may, without prejudice to any other right or remedy available to him to recover damages for breach of the contract:-

3.11.1 recover from the successful bidder as agreed, liquidated damages including administrative expenses and not by way of penalty, While granting an extension of the delivery period for services, where the delivery of services or any installment thereof is accepted after expiry of the original delivery period, the Purchaser shall recover from the contractor, as agreed,

the LD a sum equivalent to 0.5 (Half) percent of the prices of any portion of services delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) percent of the contract value. **If the delayed supply/services found vital for the functioning of the entire supply/services, then the entire services/Supply shall consider as delayed supply/ services for the calculation of LD.** The LD shall not exceed the amount stipulated in the contract. After a full period of extension, termination of the contract will be considered by the Organization

- 3.11.2** If the bidder does not make available weekly reports as per agreed scope of services with Doordarshan in accordance with the RFP or such authorized extension of delivery period as may be permitted in writing by Prasar Bharati, Prasar Bharati shall impose a penalty (ies) as given below:
- 3.11.3** Non-availability of weekly reports and other services to Prasar Bharati as mentioned in this RFP by the due date (every Monday) – penalty for this would be charged at the rate of 0.1% of the total contract value for each day's delay beyond the stipulated delivery day subject to a maximum period of 07 days. If the delivery, of whole or in part, is delayed beyond 07 days from last date of delivery as given in this RFP, Prasar Bharati will have option to cancel the agreement/contract and to forfeit the security deposit of the agency.
- 3.11.4** In case of unsatisfactory Performance of the contract by not keeping the work deadlines as required by Prasar Bharati, Prasar Bharati will have the right to withdraw the work, cancel the work order by serving a prior notice of 30 days & get the work completed at the risk and cost of the agency. Further the vendor is deemed to have agreed and accepted Prasar Bharati's reserved right to forfeiture of PBG apart from imposing other liquidated damages as decided by Prasar Bharati at its sole discretion. Apart from this, the vendor may be blacklisted for a period as decided by PB at its sole discretion and/or more for participating in any of the tenders as invited by Prasar Bharati in future.

3.12 INSPECTING/TESTING OF MATERIAL

The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the Inspection Authority.

- 3.12.1** The Agency/Supplier/Contractor shall ensure that the material to be supplied against this order shall be individually inspected, tested and analysed in terms of the specifications attached to the tender and the relevant codes and practices specified therein by expression or implication. Necessary test reports shall be provided as required.
- 3.12.2** The Agency/Supplier/Contractor should make available to the PB and any other individual/agency authorised by the PB for the purpose of inspection all its records and results in respect of inspection , test and analysis conducted by it as part of their manufacturing and testing operation under the applicable codes and practices specified by expression or implication in the tender.
- 3.12.3** Inspection tests and analysis shall be carried out/conducted at the supplier's/ contractor's works by the authorised representative of the PB and the cost of such inspection tests and analysis including the cost of to and fro air fare and accommodation and cash allowances payable shall be borne by the PB.

- 3.12.4** The Contractor shall provide and deliver free of charge for tests/analysis by an independent authority at any such place or places as the PB or its authorised inspector may reasonably require such raw material (s) used or intended to be used for the contracted work by the Contractor as the PB/Inspector shall consider necessary. The cost of such tests/analysis shall be borne by the Contractor.
- 3.12.5** PB shall be entitled at all times, whether prior to, during or after the completion of inspection by itself and/or through inspectors appointed by the PB at the PB's cost, to inspect, test and/or analyses and/or to direct the Agency/Supplier/Contractor in all respect of any store(s) or materials processes used or proposed to be used in the fabrication of the product of any of them. The said inspection, tests and analysis as far as required, is to be conducted in the presence of the inspectors. The Agency/Supplier/Contractor shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.
- 3.12.6** Should the Agency/Supplier/Contractor fail to comply with any of the provisions aforesaid relating to inspection, testing and /analysis the PB shall be entitled by itself and/or through inspectors to conduct or have conducted the inspection, test and/or analysis at the risk and expense of the Agency/Supplier/Contractor in all respects.
- 3.12.7** No rejected raw materials shall be used for the contracted work or re-tendered for inspection and/or test except with the prior permission of concerned Inspectors.
- 3.12.8** Unless otherwise specifically authorised by the PB in writing, the Agency/Supplier/Contractor shall not ship or despatch for shipment under the contract entered into, any material which has not been properly inspected/tested marked and in respect of which a certificate of quality has not been issued or signed by the inspectors.
- 3.12.9** In addition to the general conditions of the inspection stated above, the supplier/ contractor shall also satisfy all the specific conditions of inspection as enumerated in the specification attached.
- 3.12.10** In addition to inspector(s) the PB shall be entitled to nominate, depute or designate a representative to be stationed at the supplier's/contractor's factory in order to supervise and/or coordinate operations related to the contract. In the event of there being more than one factory involved in the work entrusted to the supplier/contractor, the PB shall be entitled to nominate/depute or appoint such representative(s) as necessary in respect of each such factory.
- 3.12.11** The Agency/Supplier/Contractor shall ensure that the material/goods/software/application/services to be supplied against this order shall be individually inspected, tested and analysed in terms of the specifications attached to the tender and the relevant codes and practices specified therein by expression or implication. Necessary test reports shall be provided as required.
- 3.12.12** The posting of such a representative by the PB or his actions in any manner does not absolve the Agency/Supplier/Contractor of any liability, and/or responsibility under this contract. The representative's posting shall be treated as advisory to the PB.
- 3.12.13** For false calls for the cases where material is rejected on inspection, the supplier/ Contractor will bear the actual cost of inspection incurred/suffered by the PB.
- 3.12.14** Place of inspections specified in supply order will not be changed without written confirmation from the Purchase Authority.

3.13 DESIGNS, PATENTS AND ROYALTIES

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirement of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty/royalties and license fee(s) as may be necessary. The contractor shall keep the PB indemnified from and against any and all claims, actions demand and proceedings whatsoever brought or made against the PB on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the agency/contractor/supplier. The contractor shall at their own risk and expense defend any suit for infringement of patent or like suits brought against the PB (whether with or without the contractor being a party thereto and shall pay damages and costs awarded in such suit and keep the PB indemnified from and against all consequence thereof.

3.14 FORCE MAJEURE

3.14.1 If any time during the continuance of the contract the performance in whole or in part by the Successful Bidder shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god, **(but not including negligence or wrongdoing, predictable/seasonal rain)** herein after refer to as events and provided notice of happenings of any such eventuality is given by the successful Bidder in writing within 07 days from the date of occurrence thereof **(and it cannot be claimed ex-post facto)**, the purchaser shall by reason of such event, neither cancel this order nor shall claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist. However, if such event continues for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to the other party.

3.14.2 If the deliveries are suspended by force majeure conditions lasting for more than 90 days, the organization have the option of cancelling this contract in whole or part at its discretion without any liability on its part of the Purchaser,

3.15 LANGUAGE/TERMINOLOGY

The Agency/Supplier/Contractor shall ensure the language/terminology/description of goods used in supply order/bill of lading/Invoice any other documents dispatched by the supplier is verbatim in English.

3.16 FALL CLAUSE

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

3.16.2 If at any time, during the said period, the contractor/supplier or his agent/principal/ dealer as the case may be, reduce the sales price, sells or offers to sell such stores/services/works to any persons/organizations including the purchaser or any Deptt. of Central Govt. of any Deptt. of a State Govt. or any statutory undertaking of the Central or State Govt. as the case may be, at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this contract/supply order and price payable under the contract/supply order for the stores supplied/services rendered/works carried out after the date of coming into force of such reduction or sale or offer of Sale shall stand correspondingly reduced. The above stipulation will however, not apply to :--

- a) Exports by the contractor/supplier; or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.

3.16.3 The contractor/supplier shall furnish the following certificate to the concerned Purchaser.

*"I/We certify that there has been no reduction in sale price of the stores/services of description identical to the stores/services supplied to PRASAR BHARATI (India's Public Service Broadcaster), < Name and Address of the Purchasing Office > under the contract/supply order here in and such stores/services have not been offered/sold by me/us to any person PB including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill during the currency of the supply order contract whichever is later at a price lower than the price charged to the PB under the contract/supply order except for quantity of stores/services, details of which are as follows
....."*

In case, if the price charged by our firm is more, Prasar Bharati will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

3.17 INSURANCE

3.17.1 The Successful Bidder shall arrange for the insurance covering the risk during transmission and download of data. The Bidder shall take insurance for the supplied data and its authenticity covering any legal cost arising due to error or incompleteness of supplied data. The insurance must also cover any damage caused to local system/computer/laptop/mobile due to any malware/virus attached to supplied data or malfunction of App.

3.18 SHORT/DEFECTIVE/NON RECEIPT OF DATA & SERVICES

The supplier will be responsible for safe (error and virus/malware free) arrival/download of the data on desktop/laptop/mobile of PB Officials. In case, there find any shortage/breakage/deficiency/error in data or services, the supplier will make good the deficiency at the earliest.

3.19 ARBITRATION

3.19.1 If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specification, design, drawings, estimates, schedules, Appendix(s), orders, instructions, the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties

hereunder or any matter whatsoever incidental to this contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Chief Executive Officer, Prasar Bharati .

- 3.19.2** If an arbitrator to whom the matter is referred dies or refuses to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Chief Executive Officer, Prasar Bharati to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to Chief Executive Officer, Prasar Bharati to this effect failing which the arbitrator will be entitled to proceed de-novo.
- 3.19.3** It is a further term of this contract that no person other than the person appointed by the Chief Executive Officer, Prasar Bharati as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all.
- 3.19.4** The arbitrator(s) may from time to time, with the written consent of all the parties to the contract, enlarge the time for making and publishing the award.
- 3.19.5** It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause.
- 3.19.6** It is also the term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- 3.19.7** The arbitrator shall give reasoned award in respect of each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the Indian law.
- 3.19.8** The Venue of the arbitration shall be at New Delhi, India. Subject to as aforesaid, the provision of the Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

3.20 COMPLAINT OF SPECIFICATIONS

- 3.20.1** The successful Bidder shall execute the whole and every part of the work /services in the most substantial and efficient manner.-
- 3.20.2** The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions”.
- 3.20.3** In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -
- 3.20.3.1** Description of Schedule of Quantities.
 - 3.20.3.2** Particular Specification and Special Condition, if any.
 - 3.20.3.3** Drawings.
 - 3.20.3.4** AIR/DD Specifications.
 - 3.20.3.5** Indian Standard Specifications of B.I.S.

- 3.20.4** If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 3.20.5** Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract
- 3.21** **COMPLIANCE TO MINIMUM WAGE ACT**
The Bidder shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
- 3.22** ***APPLICABLE LAW**
This contract, including all matters connected with this contract, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts.
* To be included in an international contract.
- 3.23** **INTEGRITY PACT** (Only Applicable for the Tender more than 2 Crores).
- 3.23.1** Signing of Integrity Pact (IP) is mandatory for every Bidder participating in this Bid (Tender value more than 2 Cr). A copy of the IP is enclosed (Form-12), which may be deemed to have been signed by Prasar Bharati. The Bidder(s) and Prasar Bharati shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Bidder would be rejected. Prasar Bharati has appointed the Independent External Monitor (IEM) nominated by Central Vigilance Commission (CVC). Contact detail of IEM is given in Form - 13. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.2 (Two) crore and above, may be addressed to the Independent External Monitor (IEM).
- 3.23.2** **VIOLATIONS & CONSEQUENCES:**
- 3.23.2.1** If a Bidder commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, they would be banned from the Prasar Bharati business in future.
- 3.23.2.2** In case of violation of the Integrity pact by Bidder after award of the Contract, Prasar Bharati shall be entitled to terminate the Contract. Further, Prasar Bharati would forfeit the security deposits/ Contract Performance Bank Guarantee. In case it is found that the Bidder has made any frivolous, untrue and misleading allegations against Prasar Bharati or its associates, Prasar Bharati reserves its right to initiate criminal proceedings against the violating Bidder and may also impose exemplary cost for the same.
- 3.24** **VITAL COMMERCIAL CRITERIA FOR ACCEPTANCE**
- 3.24.1** The following vital commercial conditions should be strictly complied with failing which the bid will not be considered.

3.24.2 Bid should be from actual manufacturers, public sector undertakings, supply houses/representatives/distributors/dealers/agents authorised by the Principals.

3.24.3 The Bidders to quote firm prices fully in Indian currency only.

4 DESCRIPTION STORES AND TECHNICAL SPECIFICATIONS

4.1 INTRODUCTION

Doordarshan, India's Public Service Broadcaster and a division of Prasar Bharati, is the largest TV broadcaster in the country. It is a public service broadcaster that has been producing national telecasts since 1959.

Under sub-section (l) of section 8 of the Cable Television Networks (Regulation) Act, 1995, the Government of India, Ministry of Information & Broadcasting, vide Gazette Notifications Nos. 2693(E), dated 5.9.2013 (Principle Notification) and as amended from time to time has notified **25** Doordarshan Channels, Lok Sabha and Rajya Sabha channels that are to be mandatorily carried by all registered MSOs/Cable Operators and DTH Platforms on their respective Networks/Platforms.

Prasar Bharati intends to engage an agency for Monitoring, Analyzing & Reporting of Doordarshan's must carry channels, notified by Ministry of Information and Broadcasting from time to time along with all other DD Channels, on cable Head-ends/DTH platforms on behalf of Prasar Bharati throughout the country to check whether Doordarshan channels are being carried and available on distribution networks of all DPOs throughout the country in rural as well as urban areas. The agency will submit area wise detailed analysed report of DD Channels to Prasar Bharati.

4.2 OBJECTIVES:

To carry out monitoring, analyzing & reporting of Doordarshan's must carry channels along with all other Doordarshan (DD) Channels on Cable Head-ends/DTH Platforms in the entire Country for Prasar Bharati. The broad objectives are to:

- a) Evaluate the extent of penetration for DD's must carry channels along with all other DD Channels in the **rural part** of India.
- b) Evaluate the extent of penetration for DD's must carry channels along with all other DD Channels in the **urban part** of India.
- c) Identify the hindrances of reach of DD channels to the viewers, if any.
- d) **Suggest feasible measures to overcome the hindrance in the reach of DD Channels to enhance the penetration for DD Channels in rural and urban part of India**

4.3 SCOPE OF WORK

Agency shall have to undertake the following work:

- i) Monitoring, analyzing & Reporting of Doordarshan's must carry Channels along with all other DD Channels on all registered Cable Head-ends/DTH Platforms.

- ii) Collection of data, **its analysis** and preparation of reports on daily as well as weekly basis from the field throughout urban & rural India. **Data, Analysis and Report** must cover all registered/unregistered head-end operators of respective towns & villages and all DTH operators.
- iii) Report should provide basic information of MSO/LCO including LCN of DD Channels along with Genre & Package but not limited to:
 - a) Head-end details of MSO/LCO/DTH Platform with their geo- tagging:
MSO/LCO Name, Address, District, State, Area of Operation Contact Person, Phone, Email
 - b) Name of the Villages covered
 - c) Name of the Cities covered
 - d) Name of Districts covered
 - e) Name of States Covered
 - f) Name of covered DD Channel
 - g) LCN No. and Frequency details of DD Channels
 - h) Genre & Package Name
 - i) Bit-rate of DD Channels (once in month reporting)
 - j) Encryption of DD Channels (once in month)
 - k) Analysis of data in respect of availability & non-availability of DD channels & its competitors with reasons and measures to be taken to enhance the penetration and availability of DD Channels if not available.
- iv) A Separate Web Report must be provided containing Number of total MSO & LCO and Defaulter MSO & LCO in a State with District Marking.
(Defaulter MSO/LCO are those operators who switch off or shift LCN of any DD Mandatory Channel among 28 Mandatory Channel as of now.)
- v) A proof of switching off DD Mandatory Channel must be provided such as a screenshot image with timestamp in hyperlink with defaulter MSO/LCO list in row format.
- vi) Detail Performa for various Web Reports are attached in **Annexure-15-A & B** (Type of Reports)
- vii) Prasar Bharati should be able to view the complete detail of DD Channels along with their competitors 'distribution status across key markets at MSO and LCO level in rural and urban areas across India.
- viii) Analysis of at least **08 nearest neighborhood Channels above and 08 nearest neighborhood Channels below the DD channels (wherever applicable)**, to assess the probable placement of the Channel for optimum viewership in rural and urban areas.
- ix) Connectivity summary split between cable and DTH in rural and urban areas.
- x) Prepare and submit reports and data to Prasar Bharati as per the requirement.
- xi) The tool may employ advance techniques in the field of data analytics, Artificial intelligence and 2D/3D-graphical representation of analyzed data. The tool should have additional capability to be hosted on cloud with permission based access of tool to users.
- xii) Agency shall customize the report **and tool** for additional fields and graphics, as per the requirement of Prasar Bharati

- xiii) The agency shall provide the report through online website, Mobile app on Google and Apple Platform and Windows based Desktop App.
- xiv) Tool should provide live notification on mobile /Desk-top app about changes in DD channel number, DD channel switch off and any other changes in DD Channels on MSO /DTH platforms.
- xv) The tool should be password protected and with adequate security to protect from any type of cyber threat, loss of data, etc.
- xvi) Frequency of submission of Reports should be daily (real-time basis) as well as Weekly. For weekly report deadline would be - First day of every week, i.e., Monday.

4.4 TECHNICAL REQUIREMENTS:

Sr. No.	Specific Requirements	Documentary Proof to be uploaded with tender
I	Registration Details	
	<p data-bbox="231 302 295 347">Legal Entity</p> <p data-bbox="311 347 1029 571">The bidder should be a registered company under Indian Companies Act 1956 or Companies Act 2013 and should have been in existence for a minimum of 03 (Three) years as on date of notification of RFP. The MSME and Start-up bidder(s) should have their valid registration with Govt of India.</p>	<p data-bbox="1045 347 1452 526">A Copy of Certificate of Incorporation or registration certification along with Memorandum and Articles of Association.</p> <p data-bbox="1045 537 1452 761">Start-ups and MSME bidders(s) are required to submit their self-attested registration certificates and other relevant documents executed with Govt of India.</p>
II	Certifications	
	<p data-bbox="231 817 295 862">Mandatory Certifications</p> <p data-bbox="311 862 1029 1041">Bidders should not have been blacklisted by any of the Central Government or State Government or any PB under Central/State Government. Should not have been found guilty of any criminal offence by any court of law in India or abroad.</p>	<p data-bbox="1045 862 1452 929">Self-certification as per Annexure-8.</p>
III	<p data-bbox="231 1052 1029 1097">Financial / Business turnover</p> <p data-bbox="311 1097 1029 1288">Bidder should have an annual turnover of INR 04 Crore (Rs. Four crore) in similar work of monitoring, Analyzing and reporting Channels in each of the last three consecutive financial years i.e. 2017-18 2018-19 & 2019-20</p>	<p data-bbox="1045 1097 1452 1366">Copies of the audited balance sheets and profit and loss accounts duly audited by the statutory auditors of the Company for last 3 Years i.e. 2017-18 2018-19 & 2019-20.</p>
IV	Experience	
	<p data-bbox="231 1422 295 1467">1. Work Experience in Monitoring & Reporting of TV Channels on Cable Head-Ends/DTH Platforms.</p> <p data-bbox="311 1534 1029 1881">(i) The bidder must be engaged in Monitoring Analyzing & Reporting of Distribution of TV Channels in India on Distribution Platforms for the last 3 years; and (ii) Bidder/agency must have successfully completed at least 3 projects/agreement with at least 10 TV channels, licensed by MIB, for Monitoring, Analyzing & Reporting of Distribution of TV Channels in India on Distribution Platforms in each of the last three years; and (iii) Bidder shall have reporting capabilities from Urban and Rural areas covering all the districts of all the States and UTs across India.</p>	<p data-bbox="1045 1534 1452 1579">Agreement/ work order</p> <p data-bbox="1045 1736 1452 1859">*One agreement/work order shall be considered as one project</p>

			Detailed List to be attached along with Distribution connectivity report of a channel for any one month of year 2019-20
Other Requirements			
Tax registration/clearance documents			
	The bidder should have:		Self-attested copies of each of the documents to be attached.
	a)	GST No.	
	b)	PAN No.	
	c)	Last 03 Years' (2017-18, 2018-19 and 2019-20) copy of acknowledgement of Income Tax Return filed.	

4.5 Duration/Period of Contract:

The contract will be **initially** for a period of 12 months from the date of its signing the Agreement. **Upon satisfactory completion of 12 months in respect of all works/ services mentioned in the contract, the contract may be considered for further extension of 36 months (12 months at a time) by Competent Authority of Prasar Bharati. However, during the extended period, cost shall remain same as during the initial period of contract & no cost escalation shall be allowed except the variation in tax component which are governed by Government of India decisions from time to time.**

5. BID EVALUATION CRITERIA

5.1	SALIENT FEATURES	BIDDERS CONFIRMATION
5.1.1	Open Tender No.	
5.1.2	Single Stage Two Bid System	
5.1.3	Tender Processing Fee	As per Para 1.2.6 of Bid Data Sheet (BDS) and Para 2.1.7 of "Instructions to Bidder"
5.1.4	Validity Period of Bid	120 days from the date of opening i.e. up to and inclusive of date of opening.
5.1.5	Bid Security	As per clause 1.2.7 of Bid Data Sheet (BDS) and Form-4 of Annexure-4.
5.1.6	Performance Security	Would be required on placement of purchase order i.e. 3% of the ordered value and shall be valid beyond 60 days from the date of expiry of guarantee/warranty with claim period up to one year from the date of expiry of guarantee/warranty.
5.1.7	Delivery Period	Within 2 months after the acceptance of contract by agency
5.1.8	Last date of submission of Bid clarification	< _____ >
5.1.9	Time & Date of Submission of Tender	< _____ >
5.1.10	Opening date of technical bid	< _____ >
5.1.11	Opening date of price bid	< _____ >
5.1.12	Evaluation Methodology	As per Appendix D & E

Note: -

- A. Latest updates regarding this tender can be accessed at Web-Site <https://prasarbharati.eproc.in>, <https://prasarbharati.gov.in>, and < _____ >.
- B. Pre bid conference will be held in < for e.g. Conference Room , 6th floor, phase-1, Doordarshan Bhawan, Copernicus Marg, New Delhi- 110 001 on ----- at -----Hrs .>

TECHNICAL AND FINANCIAL BID EVALUATION
METHODOLOGY AND PREPARATION OF BIDS

5.2 DOCUMENTS REQUIRED TO BE SUBMITTED ALONG WITH TECHNICAL BID

- i) A copy of Certificate of incorporation/Certificate of Registration along with memorandum of articles and association.
- ii) **A copy of certificate of registration in respect of MSME and Start-ups with concerned department of Govt of India.**
- iii) CA Certificate certifying the annual turnover in channel distribution audit and monitoring within the last 03 financial years: 2017-18, 2018-19 & 2019-20.
- iv) A self-certified letter by the authorized signatory of the bidder stating that the bidder is not blacklisted or debarred from tendering by the Central Government/ State Government/ Other Government bodies or under a declaration of ineligibility for corrupt or fraudulent practices as on the last date for submission of the bid.
- v) A copy each of the audited profit and loss account, balance sheet, income tax return and annual report of the last three financial years 2017-18, 2018-19 & 2019-20.
- vi) Certificate or other documents substantiating the claim of experience and qualification in the field of media, particularly, channel distribution audit and monitoring or related work(s).
- vii) Bid Securing Declaration Form (Annexure-4).
- viii) Relevant Experience of the bidder for similar work- Self-attested copies of work orders and completion certificates to be submitted.
- ix) Proof of existing offices and infrastructure of the bidder **in India. Details of abroad offices, if applicable are also to be provided.**
- x) Detailed Approach and Methodology for carrying out the task.
- xi) All other relevant documents required as evidence of meeting technical evaluation criteria.
- xii) The bidder will also be required to make Power Point/Multimedia in Video form Presentation about the details of their proposal to the committee on the day as decided by Prasar Bharati.

5.3 OPENING OF PROPOSAL (TO BE UPLOADED ONLINE ONLY)

The Technical Proposal along with the BSD will be opened in the presence of the authorized representatives of the agencies who wish to be present.

5.3.1 OPENING OF TECHNICAL BID:

- i) Bids duly submitted/uploaded, will be opened online on the scheduled date and time. Bidders or their authorized representatives may, if they desire so, be present at the time of opening of bids.
- ii) If due date of receipt of tenders and/or that of opening of tender happens to be a closed holiday(s), the bids would be opened on the next working day but the time of receipt and of opening will remain the same.
- iii) Prasar Bharati reserves the right to postpone and/or extend the date of submission/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case, the bidders shall not be entitled to any form of compensation from Prasar Bharati.

5.3.2 OPENING OF FINANCIAL BID

- i) "Financial Proposal" would be opened only for the technically qualified bidders securing 60 or above marks in the technical evaluation.
- ii) The date and time of opening of Financial Proposal would be intimated to the Bidders qualifying at Technical Evaluation stage separately.
- iii) The Financial Proposal will be opened in the presence of the authorized representatives of the bidders who wish to be present.
- iv) Financial Proposal of other bidders not eligible and / or not technically qualified will not be opened.

5.3.3 PREPARATION OF FINANCIAL BIDS

- i) The bidder should upload 'bid document' with duly signed copy of the requisite documents through digital signature.
- ii) The bidders are required to submit the complete financial bid documents through e-tendering only after satisfying each and every condition laid down in the tender document. Bids submitted in other forms shall be summarily rejected.
- iii) Financial bid has to be uploaded separately. Do not upload 'financial bid document' with any other bid documents.
- iv) All rates should be in figures and in words. In case of discrepancy between the words and the figures the rate indicated in words shall prevail.

- v) Rates quoted should be firm and fixed. No price variation and escalation will be allowed subsequently at all.

5.3.4 SUBMISSION OF FINANCIAL BID

- i) Financial bid should be submitted through e-tendering mode only and duly digitally signed by the authorized person giving full name of the firm with its current business address. The letter of authorization shall be indicated by written Power-of-Attorney/ Authorization Letter accompanying the bid.
- ii) The bidders should satisfy themselves before submission of the bid to Prasar Bharati that they understand, accept and satisfy each and every condition laid down in the tender document.
- iii) Bidders have to quote their rates strictly as per the financial bid format enclosed as **Appendix-F** should be submitted/uploaded through online/e-tendering mode only.
- iv) The prices shall remain FIXED and FIRM till the entire contract period/completion of the Assignment.
- v) The cost component and applicable taxes should be shown separately in the 'financial bid proforma'.
- vi) In case the prices quoted by the bidders are, with any deviation or any conditionality, the offer will be treated as incomplete and be rejected.
- vii) Any variation in rates, prices or terms during validity of the offer shall lead to cancellation of the bid.
- viii) Prasar Bharati reserves the right to reject any or all tenders or drop part of the tender without assigning any reasons whatsoever.

5.3.5 BID SECURING DECLARATION FORM

- i) Bidders shall submit duly filled ink signed and stamped Bid Securing Declaration Form on company's letter head, strictly as per **Annexure-4 (Form-4)**.
- ii) Tenders not accompanied by the requisite Bid Securing Declaration Form shall be rejected.

5.3.6 PERFORMANCE BANK GUARANTEE (PBG):

- i) The successful bidder shall enter into the written contract & submit 'Contract Performance Bank Guarantee' within 10 days after the award of the job.
- ii) A Performance Bank Guarantee / Security Deposit equaling 3% of the contract value for 24 months should be submitted by successful bidders in form of pay order or Demand Draft (DD)/

Bank Guarantee within 10 days after the award of the work as per prescribed format enclosed as "**Annexure-14(form-14)**" issued in favour of "**PB BCI, DG:DD, New Delhi**" and payable at New Delhi.

- iii) The PBG / Security deposit shall be valid for a period of 14 months.
- iv) The Performance bank guarantee shall be returned to the agency without any interest upon completion of all items of work as defined in the 'Scope of Work', submission of final report and acceptance of the same by DD. In case of any failure/non- Performance of the contract as per the terms and conditions, PBG shall be forfeited/en-cashed.

5.3.7 PROCEDURE FOR TECHNICAL EVALUATION OF THE BIDS

- i) Prasar Bharati will assign applicable marks to each response given by an agency based on the 'Marking Scheme' which is based on each of the criteria in RFP. The details of 'marking scheme' for technical evaluation are given in **Appendix-E**.
- ii) The Technical Proposal will be evaluated on the basis of the bidder's experience, its understanding of the Scope of Work, proposed methodology, work plan, the qualifications, and experience of key personnel and financial strength of the bidder.
- iii) A minimum of **60** marks should be scored in the proposal for the bid to be declared qualified. Bids securing less than **60** marks in technical bid evaluation shall be rejected.
- iv) Only those bids will be evaluated which will fulfil the eligibility criteria. Non-compliance to eligibility criteria will result in the rejection of bids.
- v) Weight-age to technical and financial bid: 70%-30% and the final proposal would be evaluated as per the combined quality cum cost based system (CQCCBS) of bid evaluation.
- vi) Date of presentation will be declared later and informed to the eligible bidders.
- vii) **Financial Bid would be opened after the bidder qualifies in the technical evaluation securing 60 or more marks.**

5.3.8 METHODOLOGY FOR EVALUATION OF BIDS AND SELECTION OF THE WINNING BIDDER

- i) All the technical bids received in response to this RFP would be evaluated on the basis of the marking scheme given in **Appendix-E** and marks will be awarded to the eligible bidders as per the parameters given in **Appendix-E** for the purpose of obtaining the 'Technical Scores' of bidders.
- ii) Only those bidders who obtain a **technical score of 60 or above** would be short listed for the purpose of opening of their financial bids.

- iii) The financial bids of the shortlisted bidders would be opened on the date which is to be decided and informed later by a Committee constituted by the Prasar Bharati for this purpose.
- iv) The financial bids would be opened by the committee in the presence of the bidders or their authorized representatives (maximum 02 persons per bidder) at the appointed date and time at the following venue:

Directorate General: Doordarshan
Tower-A, Doordarshan Bhawan,
Copernicus Marg, Mandi House,
New Delhi-110001.
- v) Under the **Combined Quality-cum-Cost Based System (CQCCBS)**, the evaluation of the eligible bids will be done in the following manner:
 - a) The Technical bid/proposals will be allotted weight-age of 70% while the financial bid/proposals will be allotted weight-age of 30%.
 - b) Financial proposal with the lowest cost will be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices.
 - c) The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
 - d) On the basis of the combined weighted score for quality and costs, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total score in evaluation of quality and costs will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.
 - e) The proposal securing the highest combined marks and ranked H-1 would be recommended for award of the contract.
- vi) An example to explain the evaluation methodology to be adopted in this RFP is given below for the information of the bidders:
 - a) Suppose 04 bids are received from bidders A, B, C & D respectively. They would first be given marks for evaluation of their technical bids as per the criteria given in Annexure-6. **Suppose the bidders A, B, C and D are allotted 75, 80, 90 and 59 marks respectively. Only A, B and C would become eligible for opening of their financial bids while D shall not be eligible for opening of its financial bid as its technical evaluation score is less than cut off of 60.**
 - b) Suppose the price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost

A INR120

B INR **95**

C INR110

- c) Using the Formula LEC/EC, where, LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost. The financial bids will be given the following points for financial proposals:

A: $(95/120) \times 100 = 79.17$ Points

B: $(95/95) \times 100 = 100$ Points

C: $(95/110) \times 100 = 86.36$ Points

- d) Thereafter, for the purpose of obtaining the combined score, the proposals will be evaluated by using the Formula as shown below:

Proposal A : $75 \times 0.70 + 79.17 \times 0.30 = 76.25$ Points

Proposal B : $80 \times 0.70 + 100 \times 0.30 = 86$ Points

Proposal C : $90 \times 0.70 + 86.36 \times 0.30 = 88.91$ Points

- e) The 03 proposals in the combined technical and financial evaluation will thus be ranked as under:

Proposal A : 76.25 Points : H3

Proposal B : 86 Points : H2

Proposal C : 88.91 Points : H1

- f) Proposal C, which has the highest combined score, with the bid cost of INR110 would, therefore, be declared as the winner and recommended for approval of the competent authority for award of work.

5.3.9 DEVIATION:

The bidder must comply with the Scope of work, all terms and conditions of work as per bid document. No deviation on the lower side in this regard shall be accepted.

- 5.3.10 Bidders may be present in person or may send their authorized representative at the time of opening of bids as per schedule. No further intimation shall be given if there is no change in the schedule.

- 5.3.11 Prasar Bharati reserves the right to reject any offer in full or in part & award the work to one or more than one bidders without assigning any reason thereof and without incurring any liability to the affected bidders for the action of Prasar Bharati.

6.0 MARKING SCHEME

Sr.No.	Specific Requirement		Maximum Marks
I	Financial Criteria		
1	Business turnover		10
	Turnover for financial year 2017-18 in similar work of monitoring, Analyzing and reporting		
	Turnover for financial year 2018-19 in similar work of monitoring, Analyzing and reporting		
	Turnover for financial year 2019-20 in similar work of monitoring, Analyzing and reporting		
	Total		
	Marking scheme: Total Business turnover for three years: 12 Cr but less than 15 Cr = 6 Marks 15 Cr to less than 20 Cr = 8 Marks 20 Cr and above=10 Marks		
II	Work Experience in Monitoring of satellite channels		
1	Projects Completed		12
	Completed projects 2017-18		
	Completed projects 2018-19		
	Completed projects 2019-20		
	Total completed project in three years		
	Marking scheme: Total Experience for three years: 9 projects to 12 projects = 8 Marks 13 projects to 15 project = 10 Marks 16 projects and above = 12 Marks		
2	No of Channels Monitored		12
	No of Channels Monitored and Reported in 2017-18		
	No of Channels Monitored and Reported in 2018-19		
	No of channels Monitored and Reported in 2019-20		
	Marking scheme: Total No of Channels for three years: 30 channels to 50 channels = 8 Marks 51channels to 75 channels= 10 Marks 76 channels and above =12 Marks		

	3	Solutions for Monitoring, Analyzing & Reporting	
		Existing Coverage of Head-ends/MSOs	10
		Coverage of at least 60% head-end locations in urban and Rural region on PAN India basis: 06 Marks	
		Coverage of at least 70% head-end locations in urban and Rural region on PAN India basis:: 08 Marks	
		Coverage of at least 80% head-end locations or more locations in urban and Rural region on PAN India basis:: 10 Marks	
		Availability of technological solution / device for remote monitoring to monitor channels in the output feed of the head-ends in town/cities & Rural areas	23
		Facility to provide the report through Mobile app on Android and Apple (5) + (5)	
		Facility to provide report on Laptop/PC (5)	
		Facility to provide real time monitoring and report customization (4+4) = (8)	
	3	No. Of Regional Offices	10
		Office in 1 Region: 02	
		Office in 2 Regions: 05	
		Office in 3 Regions: 07	
		Office in 5 Regions : 10	
III		Project Specific Requirement	
	1	Methodology Strategy for data collection and analysis including Bit-rate monitoring and encryption analog/DAS monitoring.	08
	2	Strategic Approach and implementation Approach to analysis of the collected data for better understanding and outcome and its implementation in the tool	10
IV		Presentation	05
		Total	100

7.0 FINANCIAL BID FORMAT**(To be given on Company Letter Head)**

Reference No.

Date: DD/MM/YYYY

Sir/Madam,

With reference to your RFP for **“Engagement of an agency for “Monitoring, Analyzing & Reporting of Doordarshan’s must carry Channels along with all other DD channels on cable Head-ends/DTH platforms on behalf of Prasar Bharati”** we have carefully studied the scope of work and deliverables and based on these, we submit our best price for carrying out the desired scope of work as given below for monitoring of DD Must Carry Channels along with all other DD channels:

Certified that the total work as given in the RFP will be completed for a sum of INR..... (Rs.) +taxes as applicable for a period of one year from the date of contract.

(Signature with stamp of the bidder)**Date:**

8. STATE-WISE GSTN OF DOORDARSHAN

S.No.	State	GSTIN
1	ANDAMAN AND NICOBAR ISLANDS	35AAAJP0288R1ZI
2	ANDHRA PRADESH	37AAAJP0288R2ZD
3	ARUNACHAL PRADESH	12AAAJP0288R1ZQ
4	ASSAM	18AAAJP0288R2ZD
5	BIHAR	10AAAJP0288R1ZU
6	CHANDIGARH	04AAAJP0288R1ZN
7	CHATTISGARH	22AAAJP0288R1ZP
8	DAMAN AND DIU	25AAAJP0288R1ZJ
9	DELHI	07AAAJP0288R1ZH
10	GOA	30AAAJP0288R1ZS
11	GUJARAT	24AAAJP0288R1ZL
12	HARYANA	06AAAJP0288RIZJ
13	HIMACHAL PRADESH	02AAAJP0288R2ZQ
14	JAMMU AND KASHMIR	01AAAJP0288R1ZT
15	JHARKHAND	20AAAJP0288R2ZS
16	KARNATAKA	29AAAJP0288R3Z9
17	KERALA	32AAAJP0288R5ZK
18	LAKSHADWEEP ISLANDS	NOT APPLICABLE
19	MADHYA PRADESH	23AAAJP0288R1ZN
20	MAHARASHTRA	27AAAJP0288R1ZF
21	MANIPUR	14AAAJP0288R2ZL
22	MEGHALAYA	17AAAJP0288R2ZF
23	MIZORAM	15AAAJP0288R2ZJ
24	NAGALAND	13AAAJP0288R1ZO
25	ODISHA	21AAAJP0288R2ZQ
26	PONDICHERRY	34AAAJP0288R2ZJ
27	PUNJAB	03AAAJP0288R2ZO
28	RAJASTHAN	08AAAJP0288R4ZC
29	SIKKIM	11AAAJP0288R2ZR
30	TAMIL NADU	33AAAJP0288R1ZM
31	TELANGANA	36AAAJP0288R2ZF
32	TRIPURA	16AAAJP0288R3ZG
33	UTTAR PRADESH	09AAAJP0288R1ZD
34	UTTARAKHAND	05AAAJP0288R1ZL
35	WEST BENGAL	19AAAJP0288R2ZB

(GST Data of relevant Stations may be filled here)

ANNEXURE-1 (FORM-1)
BIDDER'S GENERAL INFORMATION

To,
Prasar Bharati

TENDER NO: < _____ >

1	Bidder Name:	
2	Number of Years in Operation	
3	Address of Registered Office	<p>_____</p> <p>City: District: State: PIN/ZIP:</p>
4A	Bidder's address where order/contract is to be placed	<p>_____</p> <p>City: District: State: PIN/ZIP:</p>
4B	<p>Address from where Goods/ Services are to be dispatched/ provided along with GST no.</p> <p><i>(In case supply of Goods/ Services are from multiple locations, addresses and GST no. Of all such locations are</i></p>	<p>City: District:</p> <p>State: PIN/ZIP: GST No.:</p>

	<i>to be provided).</i> (Indian Bidder only)	
5	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone Number)
6	E-mail address	
7	Fax Number (if available)	_____ (Country Code) (Area Code) (Telephone Number)
8	Website	
9	Name & Designation of Contact Person	
10	ISO Certification, if any {If yes, please furnish details}	
12	Banker's Name	
13	Branch	
14	Branch Code	
15	Bank Account Number	
16	PAN No	
17	Status of Firm	Proprietorship Firm/Partnership firm/Limited/Others If Others Specify: [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
18	GST No. (refer sl. no. 4B above)	[Enclose copy of GST Certificate]

19	Whether Micro or Small Enterprise? (Indian Bidder only)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB)</i>
20	Type of Entity (Indian Bidder only)	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
24	Whether Bidder is Startups or not? (Indian Bidder only)	Yes / No
25	Whether Bidder is related to any employee of Prasar Bharati? (If, yes, then the list may also be enclosed as mentioned in Para 2.30.3)	Yes / No

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

ANNEXURE-2 (FORM-2)

BID SUBMISSION FORM AND AGREEMENT

To,

Prasar Bharati

SUB: < _____ >.
TENDER NO: < _____ >

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of

Including "Specifications & Scope of Work", "General Term Conditions [GTC]" and "Price Bid", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period and any extension thereof.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to " < _____ > of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

ANNEXURE-3 (FORM-3)
'Declaration regarding MSME':-

(To be submitted in Non-Judicial Stamp Paper value of Rs.100/- and to be uploaded in the Technical Bid.)

DECLARATION (For MSME Units only)

I, <_____> on behalf of M/s. <_____> in the capacity of <_____> (Position) hereby declare that

1. Our MSE Unit(s) is/are availing benefits extended by MSME , Government of India to Micro and Small Enterprises (MSEs) for the work of <_____> invited vide Bid Number <_____>
2. Our MSE Unit(s) has/ have not been awarded any work /supply under MSME benefit during the current financial year.

OR

Our MSE Unit(s) has/have been awarded work /supply for a total value of Rs.(Rupees <_____> only) under MSME benefits as on date and same work(s)/Supply is/are "In hand (Progress)/Incomplete" during the current financial year. Further, We confirm that the value of /Supply is/are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the "Monetary Limit" mentioned in NSIC certificate.

3. Our firm is participating in this tender under "MSE unit" or "OPEN BIDDER".

NOTE: Strike out the conditions in (2) & (3) whichever is not applicable. Decision on any discrepancy in this "DECLARATION" shall be at the discretion of Prasar Bharati and shall be final and binding.

SIGNATURE WITH COMPANY SEAL

ATTESTED BY NOTARY PUBLIC

PROFORMA FOR "BID SECURING DECLARATION" FORM
BID SECURING DECLARATION FORM
UNDERTAKING for BID SECURITY
(Rule 170 (iii) of GFR 2017)
(To be issued by the bidder on company's letter Head)

Date:
Tender No. _____

To
Prasar Bharati
Copernicus Marg
New Delhi - 110001

"I (name of the authorised signatory), on behalf of
M/s (name of the bidding firm) hereby declare as follows:

1. *that we are submitting our bid in response to Tender no. dated floated by Prasar Bharati;*
2. *that we shall not modify our bid during the bid validity period, and in the event of our bid being accepted by Prasar Bharati, we shall complete necessary contractual formalities before the expiry of the bid validity period;*
3. *that we shall comply with various terms and conditions associated with completion of contractual formalities, including but not limited to submission of performance bank guarantee as required by Prasar Bharati, within the stipulated period;*
4. *that we fully understand that in the event of any failure on our part to comply with declarations made by us in clauses 2 and 3 above, Prasar Bharati shall be at liberty to debar us from participating in any bid/tender floated by it, for a period of two years."*

Yours faithfully,

(Signature with date and seal)

(Signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name:(complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of

all partners to the Joint Venture that submits the bid)

ANNEXURE-5 (FORM-5)

Check List

Tender no.			
Specification no			
Specification for			
(COMMERCIAL)			
Group A			
Name of Bidder and Address			
GSTIN of Firm			
S.No	Description	YES / NO / NOT APPLICA BLE	Remarks
1	Whether requisite tender Processing fee has been paid?		
2	Whether Bid Securing Declaration Bond enclosed with the offer?		
3	Have the rates, prices and totals etc. been checked thoroughly before signing the tender?		
4	Has a statement incorporating the Nil-deviation from the commercial terms and conditions of PB has been prepared and enclosed with the offer?		
5	Whether charges for training of PB's officials included in the prices? If not, whether these have been quoted separately?		
6	Whether firm FOR Destination prices have been quoted?		
8	Whether the cost of installation/erection/commissioning at site is included in the prices or not and whether it has been quoted separately?		
9	Whether the period of validity of the offer is as required in the tender document. If not, mention the extent of variation in days.		
10	Whether the offer has been signed indicating full name ?		
11	Are the pages of the tender consecutively numbered and an indication given on the front page of the tender as to how many pages are contained in the tender?		
12	Has the tender been prepared in sufficient details/clarity so as to avoid post tender clarifications/amendments?		
13	Whether required sample asked in tender has been submitted along with the offer		
14	Whether all Clauses of the tender are accepted?		
15	If not, the clauses not accepted may please be indicated		

16	Whether guarantee/warranty has been furnished?		
17	Whether Commercial bid and technical bid of the tender document duly filled in and submitted.		
18	Whether each Page of Appendix- A, B, C, D, and E of the tender document is signed and submitted with the offer.		
19	Whether Integrity Pact duly signed is submitted, if estimated cost of the bid is more than 2 crore.		
Group B			
1	Whether a copy of the latest income tax return has been enclosed?		
2	Whether details of your registration under GST have been indicated in the offer?		
Group C			
(Technical)			
1	Whether necessary literature/catalog of the full complement of equipment offered as well as operation service and maintenance manual thereof has been attached with the offer?		
2	Whether the material being offered fully conforms to all the required technical specifications (Appendix-C) ?		
3	If not, has the extent of deviation and how it is suitable to PB's requirement been specified.		
5	Whether the model of each equipment offered are the latest?		
6	Whether the spares support will be available for a period of 5 years from the date of supply?		
7	Do you have an after-sales service centre in India? If no, which is the nearest service centre (Address).		
8	Whether complete details of after-sales service arrangements given including training for the officials of PB ?		

ANNEXURE-6 (FORM-6)
(Technical Bid)

Subject: Notice Inviting Tender for

< _____ >

NIT Enquiry No: < _____ >

NIL DEVIATION
CERTIFICATE

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

I hereby declare that – There is no deviation in the offer.

Signature of Authorized Signatory of Bidder
Name:
Designation:

Date:
Place:

Seal of Organization:

ANNEXURE-7 (FORM-7)

BIDDERS PAST SUPPLIES PROFORMA

Sl · N o.	Name & address of client	Period from	Description in detail	Total quantity supplied	Remarks

ANNEXURE-8 (FORM-8)

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

Prasar Bharati

SUB: < _____ >.
TENDER NO:< _____ >

Dear Sir,

We hereby confirm that we are not on 'Holiday' by any offices of Prasar Bharati/ AIR/ DD/ CCW/ Government or Public Sector (due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Government or Public Sector.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of Prasar Bharati that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Prasar Bharati by us.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ANNEXURE-10 (FORM-10)
E-Banking Mandate Form
(To be issued on Bidder letter head)

C. Bidder/customer Name:

D. Bidder /customer Address:

E. Bidders' e-mail id:

F. Particulars of bank account

- Name of Bank
- Name of branch
- Branch code:
- Address:
- Telephone number:
- Type of account (current/saving etc.)
- Account Number:
- IFSC of the bank branch
- 9 digit MICR code

I/We hereby authorize Prasar Bharati to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold Prasar Bharati responsible.

(Signature of Bidder/)

ANNEXURE-11 (FORM-11)

Self-Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location(s) at which the local value addition made is/are as under:

1.....

2.....

3.....

*** Strike out whichever is not applicable**

Date:

Seal & Signature of the Bidder

ANNEXURE-12 (FORM-12)

*[To be executed on plain paper and submitted along with bid/tender document for Bidders having a value of Rupees two crores or more.]
To be signed by the Authorized Signatories of the Bidders and
Prasar Bharati*

INTEGRITY PACT

This pre-bid pre-contract Agreement, hereinafter called the INTEGRITY PACT, is made on this _____ day of the month of _____, 20____. BETWEEN CEO Prasar Bharati (Broadcasting Corporation of India), Prasar Bharati House, Copernicus Marg, New Delhi 110001 acting through <for example: Deputy Director General (E-Purchase),> Address: <_____> hereinafter called the "Buyer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns, on the one hand,

AND

M/s<_____>, at address<_____> acting through Sh.<_____>

_____, Chief Executive Officer, hereinafter called the "BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns, on the other.

PREAMBLE

WHEREAS the BUYER proposes to procure (Supply, Installation, Testing and Commissioning of <_____>), hereinafter referred as "<SITC of _____>" and has floated a tender [Tender No.<_____>], hereinafter referred to as the "TENDER", and the BIDDER/ SELLER is willing to offer/ has offered the <(Name of the Work/Supply:><_____> and the BUYER intends to award a contract / purchase order / work order for the <SITC of _____> covered under the TENDER hereinafter referred to the "CONTRACT",

AND WHEREAS the BIDDER/ SELLER is a company incorporated in India under Companies Act, 1956/2013 or a Partnership registered under Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) in India or Government undertaking or a Government Autonomous body and the BUYER is an Autonomous PB of the Government of India performing its functions on behalf of the President of India.

AND WHEREAS the BUYER has appointed Independent External Monitors (IEMs) to monitor

The TENDER process and the execution of the CONTRACT for compliance with the principles as laid down in this INTEGRITY PACT.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this INTEGRITY PACT, the terms and conditions of which shall also be read as integral part of the TENDER document and CONTRACT between the

parties.

NOW, THEREFORE,

To avoid all forms of corruption by following a system i.e. fair, transparent and free from any influence / prejudiced dealing prior to, during and subsequent to the currency of the CONTRACT to be entered into with a view to:-

Enable the BUYER to obtain the <SITC of _____> at a competitive price in conformity with the defined specifications by avoiding the high cost and distortionary impact of corruption on public procurement,

And

Enable the BIDDER/ SELLER to abstain from bribing or indulging in any corrupt practices in order to secure the CONTRACT by providing assurance to the BUYER that their competitors will also abstain from bribing and other corrupt practices,

And

Enable the BUYER to prevent corruption in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this INTEGRITY PACT and agree as follows:

1. Article 1 – COMMITMENTS OF THE BUYER

- 1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the CONTRACT/ TENDER or the BUYER personally or any of his family members will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER/ SELLER, either for themselves or for any person, organization or third party related to the CONTRACT in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the CONTRACT.
- 1.2 BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER/ SELLER, which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 1.3 The officials of the BUYER will report to the Independent External Monitor (IEM) with a copy to the Chief Vigilance Officer (CVO) any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such misconduct on the part of such official(s) of the BUYER is reported by the BIDDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further

dealings related to the CONTRACT process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the CONTRACT would not be stalled, unless considered necessary.

2 Article 2 - COMMITMENTS OF THE BIDDER

- 2.1 The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding or during any pre- contract or post-contract stage in order to secure the CONTRACT or in furtherance to secure it and in particular commits himself to the following:-
- 2.1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official or family member of the BUYER, connected directly or indirectly with the Biding Process, or to any person, organization or third party related to the CONTRACT in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.1.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or family member of the BUYER or otherwise in procuring the CONTRACT or forbearing to do or having done any act in relation to the obtaining or execution of the CONTRACT or any other CONTRACT with the Prasar Bharati for showing or forbearing to show favor or disfavor to any person in relation to the CONTRACT or any other CONTRACT with Prasar Bharati.
- 2.1.3 BIDDER shall disclose the name and address of his agents and representatives and the Indian BIDDERS shall disclose his foreign principals or associates, if any.
- 2.1.4 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediaries, in connection with this TENDER/CONTRACT.
- 2.1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ authorised partner of the <SITC of _____> and has not engaged any individual or firm or company whether Indian or foreign other than those Para 2.1.3 and Para 2.1.4 above, to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the CONTRACT to the BIDDER.
- 2.1.6 The BIDDER will not collude with other parties interested in the CONTRACT to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the CONTRACT.
- 2.1.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.1.8 The BIDDER shall not use impropriety, for purpose of competition or personal gain, or pass on to others, any information provided by BUYER as part of the

business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.1.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.1.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above in the sub clause of this Article2.
- 2.1.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an official of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 2.1.12 The term, relative "for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- 2.1.13 The BIDDER shall not lend or borrow any money or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Article 3 - PREVIOUS TRANSGRESSION, IF ANY, OF THE BIDDER

- 3.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this INTEGRITY PACT with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the TENDER process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, he can be disqualified from the TENDER process or the CONTRACT, if already awarded, can be terminated for such reason.
- 3.3 If the BIDDER can prove that he has resorted/ recouped the damage caused by him and has installed suitable corruption prevention system, the BUYER may, at his own discretion, as per laid down organisational procedures, revoke the exclusion prematurely.

4. Article 4 - SANCTIONS FOR VIOLATIONS

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- 4.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.
- 4.2. The Performance Bond (after the CONTRACT is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- 4.3. To immediately cancel the CONTRACT, if already signed, without giving any

compensation to the BIDDER.

- 4.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other CONTRACT for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.5. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 4.6. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 4.7. To debar the BIDDER from participating in future bidding processes of the Government of India/ BUYER for one to three years, which may be further extended at the discretion of the BUYER.
- 4.8. To recover all sums paid in violation of this INTEGRITY PACT by the BIDDER to any middlemen or agent or broker with a view to securing the CONTRACT.
- 4.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 4.10. The BUYER will be entitled to take all or any of the actions mentioned at Paras 4.1.1 to 4.1.9 of this INTEGRITY PACT also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.11. The decision of BUYER to the effect that a breach of the provisions of this INTEGRITY PACT has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the IEM(s) appointed for the purposes of this INTEGRITYPACT

5. **Article 5 - INDEPENDENT MONITORS**

- 5.1 THE BUYER has appointed an Independent External Monitor (hereinafter referred to as "MONITOR") for this INTEGRITY PACT in consultation with the Central Vigilance Commission (Addresses and Contact details of the Monitor is:

Shri Vishwanath Giriraj, IAS (Retd.)
Flat 1001, A Wing, Landmark Towers,
Opp Wadala Telephone Exchange,
GD Ambekar Marg, Naigoan,
Dadar East, Mumbai 400014

Ph: 022-24169883
Mobile No: 09821937549
Email: vgiriraj@rediffmail.com

- 5.2 The task of the MONITOR shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 5.3 The MONITOR shall not be subject to instructions by the representatives of the parties and shall perform his functions neutrally and independently. He will report his findings to Chief Executive Officer, Prasar Bharati (CEO,PB).
- 5.4 Both the Parties accept that the MONITOR has the right to access, without restriction, all the documents relating to the Project/ procurement, including minutes of meetings.
- 5.5 The BIDDER accepts that the MONITOR has the right to access, without restriction, all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the MONITOR, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors of the BIDDER. The MONITOR shall be under contractual obligation to treat the information and documents of the BIDDER and his Subcontractor(s) with confidentiality.
- 5.6 The BUYER will provide to the MONITOR sufficient information about all meetings among the parties related to the Project/ procurement provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the MONITOR the option to participate in such meetings.
- 5.7 As soon as the MONITOR notices, or believe to notice, a violation of this INTEGRITY PACT, he will so inform the Authority designated by the BUYER with a copy to CVO, PB and request them to discontinue or take corrective action, or to take other relevant action. He will also inform separately to CEO, PB with copy to CVO, PB. The MONITOR can in this regard submit non-binding recommendations. Beyond this, the MONITOR has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 5.8 The MONITOR will submit a written report to the CVO, PB within 4 to 8 weeks from the date of reference or intimation to him by the BUYER or BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 5.9 If the MONITOR has reported to the CEO, PB and CVO, PB a substantial suspicion of an offence under the relevant IPC/PC Act and they have not, within reasonable time taken visible action to proceed against such offence, the MONITOR may also transmit the information directly to the Central Vigilance Commissioner

6. Article 6 - FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this INTEGRITY PACT or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. Article 7 - LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

8. Article 8 - OTHER LEGAL PROVISIONS/ ACTIONS

8.1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

8.2. Any dispute or difference arising between the parties with regard to the terms of this INTEGRITY PACT and / or, any action taken by the BUYER in accordance with this INTEGRITY PACT or interpretation thereof shall not be subject to arbitration.

8.3. Both the parties agree that this INTEGRITY PACT has precedence over the TENDER/ CONTRACT documents with regard to any of the provisions covered under this INTEGRITY PACT.

9. Article 9 – VALIDITY

9.1. The validity of this INTEGRITY PACT shall be w.e.f. the date of its signing and shall extend upto 5(five) years or during the complete execution of the CONTRACT to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. For unsuccessful BIDDERS at the tendering / pre-contract stage, this INTEGRITY PACT shall expire after six (06) months from the date of signing of the CONTRACT.

9.2. Should one or several provisions of this INTEGRITY PACT turn out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

9.3. If any claim is made/ lodged during the validity period of the INTEGRITY PACT, the same shall be binding and continue to be valid despite the lapse of INTEGRITY PACT as specified above.

9.4. The parties hereby sign this INTEGRITY PACT at _____ on _____.

(For & On behalf of the Prasar Bharati)

(For & On behalf of BIDDER)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE-13 (FORM-13)

BIDDER'S QUERIES FOR PRE BID MEETING

SUB: _____
TENDER NO: _____

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	For the Use of Office.
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

The Address / Email / to Send Email Queries : 1) raw@ prasarbharati.gov.in
2) deepaksachdebva@prasarbharati.gov.in

SIGNATURE OF BIDDER:

NAME OF BIDDER :

ANNEXURE-14 (FORM-14)

(PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY)

(To be stamped in Accordance with Indian stamp Act)

The Non-judicial stamp paper should be in the name of issuing Bank

RefBank Guarantee No.

To
PRASAR BHARATI
(India's Public Service Broadcaster),
DG: DOORDARSHAN, DOORDARSHAN BHAWAN,
Copernicus Marg, NEW DELHI

Dear Sirs,

1 In consideration of PRASAR BHARATI ((India's Public Service Broadcaster), DG:DOORDARSHAN having its head office at India (herewith referred to as the PB which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees and having entered into a contract dated (hereinafter called "the contract" which expression shall include all the amendments thereto) on behalf of the PRASAR BHARATI with M/s_____ having its Head/Registered office at _____ (hereinafter referred to the contractor which expression unless repugnant to the context having been executors and assigns) and the contract having been unequivocally been accepted by the contractor resulting in a contract bearing No._____ dated_____ valued at Rs._____ (Rupees_____) (in words) for having agreed that the contractor shall furnish to the PB Performance Guarantee for the faithful performance of the entire contract to the extent of 5 to 10% of the of the value of the contract Rupees_____ (in words). We _____ (Name of the Bank) having its registered unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees do hereby guarantee and undertake to pay immediately on first demand in writing, in Rupees as acceptable to the PB any and all moneys the extent of Rupees_____ (In words). In aggregate at any time without any demur, reservations, recourse, contest or protests and /or without any reference to the contractor. Any such demands made by the PB on the Bank shall be conclusive and binding notwithstanding any difference between the PB and contractor or any dispute

pending before any court Arbitrator or any other authority. We agree that guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the PB in writing.

- 2 The PB 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 contractor or vary the terms of the contract. The PB shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of power vested in them or of any right which they might at any time in any manner, and either to enforce, or to forebear to enforce, any covenants contained or implied in the contract between the PB and the contractor or any other course or remedy or security available to the PB. The Bank shall not be released of its obligations under these presents by any exercise by the PB of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the PB or any other indulgence shown by the PB or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.
- 3 The Bank also agrees that the PB 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 contractor and notwithstanding any security or other guarantee that the PB may have in relation to the contractors liabilities.
- 4 The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/ equipment as the same is a condition of supply contract and all the dues of the PB under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the PB discharge this guarantee in writing.
- 5 We further agree that as between us and the PB for the purpose of this guarantee any notice given to us by the PB that the money is payable by the contractor and any amount claimed in such notice by the PB shall be conclusive and binding on us notwithstanding any difference between the PB and the contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution, in the constitutions of the PB that of the contractor. We also undertake not to revoke this guarantee during its currency. This guarantee shall not be

determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.

6 Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. _____ (In figure)(Rupees _____)(In words) in aggregate and it shall remain in full force upto and including 60 days after (Indicate the date of expiry of Guarantee/Warranty period) unless extended further, from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case it shall remain in full force upto the expiry of the extended period. Any claim under this guarantee must be received by us before the expiry of one year from _____ (indicate the date of expiry of Guarantee/warranty period) or before the expiry of one year after the expiry of extended period, if any. If no such claim has been received by us within one year after the said date/extended date, the right of the PB under this guarantee will cease, However, if such a claim has been received by us within and up to one year after the said date/extended date, all the rights of the PB under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

7. The bank confirms that this guarantee has been issued with the approval of the appropriate Exchange Control, Rules and regulations of the country.

We also agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts.

The bank also agrees that Courts of New Delhi, India shall have exclusive jurisdiction.

Dated this.....day of

At

(SIGNATURE)
(Full name and address in of official capital letter)

(Designation with Bank Stamp)

Date

Witness No. 1
Signature

Full name and Address (in capital letters).....
.....

Witness No. 2

Signature

Full name and Address (in capital letters).....

.....

* Applicable where the party is foreign one.

* Applicable where the party is Indian.

• INSTRUCTIONS

(FOR FILLING UP BANK GUARANTEE FOR PERFORMANCE BOND)

I. The Bank guarantee should be stamped in accordance with the stamp act.

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

The bank also agrees that the Court of New Delhi India shall have exclusive jurisdiction.

- a. The period one year mentioned in clause 6 should be available after the expiry of the validity period/satisfactory performance, as the case may be, or any extension of such period.
- b. The Bank Guarantee by bidders will be given from any Scheduled Commercial Bank in India.
- c. In the case of guarantee by a foreign bank, the same should be got confirmed by an Indian Commercial bank.

ANNEXURE – 15 (A)
REPORT PERFORMA

1. S.No.:
2. MSO/LCO Name:
3. MSO/LCO Address:
4. City/District:
5. State & UT:
6. Area of Operation (Multiple City/Districts/Towns):
7. Registration No.:
8. Registration Valid Upto:
9. Contact Person's Name (MSO/LCO):
10. Phone No. (MSO/LCO):
11. Email (MSO/LCO)
12. Original MSO Name / Feed Source Name (if report of LCO):
13. Original MSO Address:
14. Total Number of Subscribers of MSO/LCO:
15. Number of Channels carried by MSO/LCO:
16. Total Number of DD Channels carried by MSO/LCO:
17. Total Number of DD Mandatory Channels carried by MSO/LCO:
18. Is DD Mandatory channels carried by MSO/LCO are less than the prescribed number (28): Yes/NO
19. Name of Missing DD Mandatory Channels:
20. Number (count) of Missing DD Mandatory Channels:
21. Whether carrying any non-permitted channel? : Yes/No
22. Unencrypted/analog transmission by LCO detected?: Yes/No

23. LCN OF DD CHANNELS WITH GENRE, PACKAGE NAME, BITRATE, ENCRYPTION IS REQUIRED:

SN	DD Channel Name	LCN	Genre	Package Name
1	DD National			
2	DD News			
3	DD India			
4	DD Bharati			
5	DD Kisan			
6	DD Urdu			
7	DD Sports			
8	DD Arunprabha			
9	DD Bangla			
10	DD Bihar			
11	DD Chandana			
12	DD Girnar			
13	DD Kashir			
14	DD Madhya Pradesh			
15	DD Malayalam			
16	DD Assam (DD NE)			
17	DD Oriya			
18	DD Podhigai			
19	DD Punjabi			
20	DD Rajasthan			
21	DD Sahyadri			
22	DD Saptagiri			
23	DD Yadagiri			
24	DD Uttar Pradesh			
25	Sansad TV – SD			
26	Sansad TV – HD			
27	Sansad TV - Rajya Sabha			
28	DD Gyan Darshan			
29	DD Retro			
30	DD Uttrakhand			
31	DD Chhattisgarh			
32	DD Jharkhand			
33	DD Goa			
34	DD Manipur			
35	DD Tripura			
36	DD Nagaland			
37	DD Meghalaya			
38	DD Mizoram			
39	DD Haryana			
40	DD Himachal Pradesh			
41	DD Port Blair			
42	DD Puducherry			
43	DD SwamPrabha-Panini			
44	DD SwamPrabha-Sharda			

45	DD SwamPrabha-KishoreManch			
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Important Note: Raw data must contain all above mentioned fields. Report should be in Horizontal Format; One row for one DD Channel within one MSO/LCO. Channel no.1 to 28 in bold in above list are mandatory channels. Encryption and Bit-rate will be require only once in a month.

ANNEXURE – 15 (B)

LIST-1

<u>S.N.</u>	<u>State</u>	<u>Total No of MSO</u>	<u>Total No of Defulter MSO/LCO</u>
1	Assam	126*	34*
2	Bihar	243*	21*
3	Chhattisgarh	134*	8*

*Hyperlink with concerned List of MSO/LCO (Example : For State-Bihar List - 2 is All MSO/LCO list preview and List- 3 is defaulter list preview)

LIST-2

STATE: BIHAR (All MSO/LCO)

SN	MSO/LCO Name	Address	District	State	Contact Person	Phone	Email	--	No of Total Carried DD Channels	No of Carried Mandatory DD Channel
1	Den Cable Raihgarh	-	-	-	-	-	-	--	40*	28*
2	Nikita Cabels	-	-	-	-	-	-	--	37*	26*
3	Om Cables	-	-	-	-	-	-	--	41*	27*
4	Sai Cables	-	-	-	-	-	-	--	39*	28*

*Hyperlink with LCN of Available DD Channels

LIST-3

STATE: BIHAR – (Defaulter MSO/LCO)

SN	MSO/LCO ID	MSO/LCO Name	Addresses	District	State	Contact Person	Phone	Email	--	Defaulter Channel Names	Screen Shots	Time stamp
1	4351	Den Cable Raigarh	-	-	-	-	-	-	--	Sansad TV-HD	Image	2022-03-12-12:30
2	4351	Den Cable Raigarh	-	-	-	-	-	-	--	Sansad TV - Rajya Sabha	Image	2022-03-12-07:21
3	11003	Om Cables	-	-	-	-	-	-	--	DD Arunprabha,	Image	2022-03-12-11:35
4	11003	Om Cables	-	-	-	-	-	-	--	DD News	Image	2022-03-01-11:31

*Blue Text are Hyperlink with Screenshot Image of Switch Off

LIST-4
NORMAL REPORT FORMAT (Weekly)

SN	MSO/LCO Name	-----	DD Channel Name	LCN	Genre	Package Name	Bit-rate	Encryption
		Other required column fields						
1	Den Network	.....	DD National					
2	Den Network	.....	DD News					
3	Den Network	.....	DD India					
4	Den Network	.....	DD Bharati					
5	Den Network	.....	DD Kisan					
6	Den Network	.....	DD Urdu					
7	Den Network	.....	DD Sports					
8	Den Network	.....	DD Arunprabha					
9	Den Network	.....	DD Bangla					
10	Den Network	.....	DD Bihar					
11	Den Network	.....	DD Chandana					
12	Den Network	.....	DD Girnar					
13	Den Network	.....	DD Kashir					
14	Den Network	.....	DD Madhya Pradesh					
15	Den Network	.....	DD Malayalam					
16	Den Network	.....	DD Assam (DD NE)					
17	Den Network	.....	DD Oriya					
18	Den Network	.....	DD Podhigai					
19	Den Network	.....	DD Punjabi					
20	Den Network	.....	DD Rajasthan					
21	Den Network	.....	DD Sahyadri					
22	Den Network	.....	DD Saptagiri					
23	Den Network	.....	DD Yadagiri					
24	Den Network	.....	DD Uttar Pradesh					
25	Den Network	.....	Sansad TV – SD					
26	Den Network	.....	Sansad TV – HD					
27	Den Network	.....	Sansad TV - Rajya Sabha					
28	Den Network	.....	DD Gyan Darshan					
29	Den Network	.....	DD Retro					
30	Den Network	.....	DD Utrakhand					
31	Den Network	.....	DD Chhattisgarh					
32	Den Network	.....	DD Jharkhand					
33	Den Network	.....	DD Goa					
34	Den Network	.....	DD Manipur					
35	Den Network	.....	DD Tripura					
36	Den Network	.....	DD Nagaland					
37	Den Network	.....	DD Meghalaya					
38	Den Network	.....	DD Mizoram					
39	Den Network	.....	DD Haryana					
40	Den Network	.....	DD Himachal Pradesh					

41	Den Network	.....	DD Port Blair					
42	Den Network	.....	DD Puducherry					
43	Den Network	.....	DD SwamPrabha- Panini					
44	Den Network	.....	DD SwamPrabha- Sharda					
45	Den Network	.....	DD SwamPrabha- KishoreManch					

Note: Report should be in Horizontal Format; One row for one DD Channel within one MSO/LCO.