

Through PB website

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

Dated: 04/05/2023

**Subject: Draft Tender Document for appointment of External Auditor for Audit of Annual Accounts of Prasar Bharati.**

The Draft Tender Document for the upcoming tender is enclosed herewith to offer comments and feedback by prospective Bidders of same trade.

2. The prospective Bidders are requested to provide their feedback on specifications and tender terms.

3. Prospective bidders are requested to provide budgetary quote of proposed tender.

3. Bidders may please submit the above details on or before due date by e-mail to ddpurchase401@yahoo.co.in or at following Address.

Assistant Engineer  
Room No. 403,  
Directorate General: Doordarshan,  
Doordarshan Bhawan, Copernicus Marg,  
New Delhi -110001 (India)  
Telephone: **011- 2311 4401/4403**

Draft Tender Documents: For appointment of External Auditor for Audit of Annual Accounts of Prasar Bharati.

**Due Date to offer Comments: 17.05.2023**

Encl.: As above (67 Pages)

**Signed by Narendra Kumar**  
**Choursiya**  
**Date: 04-05-2023 17:32:50**  
**Reason: Approved**

(N. K. Chaurasia)  
Assistant Engineer  
Doordarshan Directorate: Doordarshan

**Notice Inviting Tender for Internal Audit of Accounts of  
Prasar Bharati for Head Office and its units  
For FY 2022-23, 2023-24 and 2024-25**

---

**PRASAR BHARATI**

(India's Public Service Broadcaster)

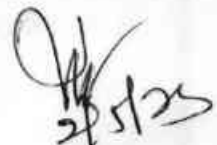
Budget & Accounts Section

Prasar Bharati Secretariat

Tower-C, Prasar Bharati House

Copernicus Marg, New Delhi-110001

Website: [www.prasarbharati.gov.in](http://www.prasarbharati.gov.in)



## INDEX

<b>CHAPTER 1: NIT &amp; INSTRUCTIONS TO BIDDERS</b>	<b>4</b>
1.1 INTRODUCTION	4
1.2 NOTICE INVITING TENDER (NIT)	6
1.3 ELIGIBILITY OF THE BIDDER	7
1.4 EVALUATION OF BIDS	9
1.5 CRITICAL DATE SHEET	10
1.6 SCORE SHEET	10
1.7 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)	12
1.8 DULY FILLED-IN BID DOCUMENT	12
1.9 CURRENCY OF THE BID	13
1.10 VALIDITY OF THE BID	13
1.11 INSTRUCTIONS FOR SUBMISSION OF BID	13
1.12 PRICE BID	16
1.13 BID OPENING AND EVALUATION	16
1.14 PLACE OF OPENING OF NIT TECHNICAL BIDS	16
1.15 REJECTION OF BID	18
1.16 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS	18
1.17 PRE-BID CLARIFICATIONS AND AMENDMENT OF TENDER DOCUMENT	18
1.18 AWARD AND FORMATION OF CONTRACT	19
1.19 SIGNING OF AGREEMENT	19
<b>CHAPTER 2: CONDITIONS OF CONTRACT.</b>	<b>20</b>
2.1 PAYMENT TERMS	20
2.2 WORK NOT TO BE LET OUT	21
2.3 CONFIDENTIALITY	21
2.4 INTEGRITY CLAUSE	21
2.5 LIABILITIES OF SUCCESSFUL BIDDER	21
2.6 HANDLING OF DOCUMENTS	22
2.7 ABANDONMENT OF WORK	22
2.8 SETTLEMENT OF DISPUTES	22
2.9 SUSPENSION OF THE OBLIGATION	23
2.10 TERMINATION FOR CONVENIENCE/ AGREEMENT	23
2.11 ARBITRATION	23
2.12 GOVERNING LAWS	24
2.13 OTHER TERMS	24
2.14 DISCLAIMER	26
2.15 FORCE MAJEURE	27
<b>B. SPECIAL CONDITIONS OF CONTRACT</b>	<b>27</b>
2.16 SUBMISSION OF INTERNAL AUDIT REPORTS	27
2.17 PAYMENT SCHEDULE	28
<b>CHAPTER 3: SCHEDULE OF REQUIREMENTS</b>	<b>29</b>
3.1 REQUIREMENTS FOR BIDDER	29
3.2 EXPECTED DELIVERABLES	29
<b>CHAPTER 4: SPECIFICATIONS AND ALLIED TECHNICAL DETAILS</b>	<b>30</b>
4.1 SCOPE OF WORK	30
4.2 COMMENCEMENT OF INTERNAL AUDIT	30
4.3 GENERAL TERMS AND CONDITIONS	30
4.4 AUDIT REPORT	31
4.5 CONFIDENTIALITY	31

4.6	JURISDICTION IN CASE OF DISPUTES	31	
	ANNEXURE I	32	
	ANNEXURE II	40	
	CHAPTER 5: PRICE SCHEDULE		41
	CHAPTER 6: CONTRACT FORMS		42
FORM-1:	TECHNICAL BID LETTER AS PER ANNEXURE 9	42	
FORM-2:	CONTRACT FORM AS PER ANNEXURE 10	42	
	CHAPTER 7: OTHER STANDARD INFORMATION		43
7	DOCUMENTS TO BE SUBMITTED WITH BIDS	43	
	ANNEXURE 1	45	
	ANNEXURE 2	46	
	ANNEXURE 3	47	
	ANNEXURE 4	48	
	ANNEXURE 5	49	
	ANNEXURE 6	50	
	ANNEXURE 7	51	
	ANNEXURE 8	52	
	ANNEXURE 9	53	
	ANNEXURE 10	54	
	ANNEXURE 11	58	
	ANNEXURE 12	67	

Draft

29/5/25

## Chapter 1: NIT & Instructions to Bidders

### 1.1 Introduction

- i. Prasar Bharati is a Statutory Autonomous body established under Prasar Bharati Act. It is the Public Service Broadcaster of the country, with Akashvani (All India Radio) and Doordarshan as its two constituents. It came into existence on 23rd November, 1997 with the mandate to organize and conduct public broadcasting services to inform, educate and entertain the public and to ensure a balanced development of broadcasting on radio and television.
- ii. Prasar Bharati receives Grants from the Ministry viz. Grants-in-Aid (General), Grants for creation of capital Assets and content along with Grants-in-Aid salaries for salary of Government employees on deemed deputation to Prasar Bharati. In addition to that Prasar Bharati has operational income (IEBR) through advertisement, DTH, Tower rental and assets monetization. All Drawing & Disbursing Offices (DDOs)/ Field Offices receive Budget from their respective directorates as per cost centres known as budget units in various budget subheads and receive monthly cash from Prasar Bharati Secretariat. These field units generate incomes as stated above and known as IEBR in the bank Account of All India Radio (AIR) and Doordarshan (DD) maintained for receipt of operational income for onward transmission to PB Sectt. Majority of the billing and payments against the above mentioned incomes are being done centrally at few offices.
- iii. Presently, the total number of Physical setups of Prasar Bharti is around 1500 but the accounting units known as DDOs was around 450+ on 31.12.2022 spread across all the States and Union Territories of the country. However, the numbers of DDOs will be soon reduced to around 200+ in near future
- iv. Prasar Bharati maintains separate bank accounts for collection of receipts and operational expenditures. For commercial receipts, directorate-wise centralized bank accounts are maintained. For expenditures, one TSA account for Grants-in-aid received from the Ministry and another account (CFDL) for meeting the expenditure from IEBR. In addition, one expenditure account is also maintained for transfer of balances to and fro.
- v. Prasar Bharati prepares its accounts on an accrual basis. Initially, the accounts at field units are prepared on cash basis, which are converted into accrual basis by collating the additional information from the field units.
- vi. Receipts and payment accounts are maintained at DDO level. All DDO's prepare their Receipts and payment accounts on a monthly basis. All the DDOs maintain

Cash/Bank Book. All the Receipt and Payment entered in that Cash/Bank Book. On the basis of the Cash Book, they prepare Excel Sheet of Receipt and Payment Accounts. Monthly consolidated data from Excel Sheet are entered in the EMS Portal. The consolidated Receipt and Payment Account is generated through EMS Portal at Prasar Bharati level.

- vii. Other information like Bank Accounts & FD Accrued Interest details, details of Debtors & Creditors and Spectrum details etc. are collected separately from all the Verticals and also incorporated in Income and Expenditure Account and other places wherever applicable.
- viii. The information of receivable/ payable is also collected at Prasar Bharati Level from all verticals of Prasar Bharati for preparation of financial statements. Liabilities/Assets information are collected at Directorate/Vertical level from all the units (stations) of AIR & DD. Payable includes Outstanding liabilities at unit level as on 31st march, Receivable includes prepaid / unadjusted advance at unit level as on 31st march. All verticals send the consolidated information of receivable and payable to Prasar Bharati. Prasar Bharati incorporates all such transactions on consolidated basis in Balance Sheet, Income and Expenditure Account and various Schedules
- ix. All the Previous Year transactions which were omitted from the account or incorrectly entered in the account are adjusted in the account through the prior period Adjustment account on the basis of information received from field units.
- x. The financial statements of Prasar Bharati are audited by the Controller and Auditor General of India known as CAG. The duly audited annual financial statements are forwarded to the Central Govt. for laying the same on the table of both the Houses of the Parliament.
- xi. The detailed financial statements/ Annual Report(s) of Prasar Bharati can be referred which are available on public domain at following links:

For annual reports:

<https://prasarbharati.gov.in/prasar-bharati-annual-report/>

For financial statements:

<https://prasarbharati.gov.in/prasar-bharati-annual-account/>

- xii. With a view to have authenticity and correctness of Financial Statements, the Organization intends to appoint reputed, well experience Chartered Accountants firms to undertake the Audit of Annual Accounts before placing them at Board Meeting for approval and CAG Audit . The auditor should ensure adherence to

*Handwritten signature and date 21/5/23*

management policies and directives, safeguard of assets, completeness and accuracy of records and compliance with statutory requirements etc. Further, the auditor should be able to express opinions and present recommendations with impartiality.

## 1.2 Notice Inviting Tender (NIT)

Prasar Bharati invites sealed tender under two stage bidding system i.e. Technical bid and Financial bid from the **Chartered Accountants firms** for the internal audit Prasar Bharati along with its various units across India for the Appointment as Central Internal Auditor (here after referred as CIA) **for three Financial Years FY 2022-23, 2023-24 and 2024-25**. The successful bidder needs to express an opinion as to whether the financial statements comply with financial rules applicable to the autonomous body and the provisions mentioned in the Prasar Bharati act and to check the correctness of the financial statements and to ensure the Balance Sheet, Income & Expenditure Account and Receipts & Payments Account have been drawn up in the uniform format of accounts approved by Ministry of Finance, Government of India.

Prasar Bharati hereby invites the bids from the eligible bidders to conduct Independent Internal Audit of its Annual Accounts (Annual Financial Statements) by hiring professionals before placing them to CAG. Prasar Bharati shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids or any other expenses incurred during the bidding process.

The important details for the NIT are as under:

S. No	Particulars
1	NIT No:
2	Bid Security/EMD:
3	Validity of Tender:
4	Currency of Payment: INR(Indian Rupees)
5	NIT System: Two Bids System
6	Mode of Bid Submission: E-Bid at _____
7	Price to be Quoted: The price shall be firm and inclusive of all applicable taxes & duties Including applicable GST.
8	Contact person:



### 1.3 Eligibility of the Bidder

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

S. No.	Criteria	Proof to be submitted
1	The bidder should be a Firm/LLP incorporated in India under a Partnership registered under the Indian Partnership Act, 1932 or a Partnership registered under the Limited Liability Partnership Act, 2008 or a Government undertaking.	Copy of Incorporation certificate or copy of partnership deed or copy of the relevant notification.
2	The entity should have been in existence and working experience of at least 10 years.	
3	The entity should have minimum five (05) years of experience in the field of Audit services.	Copies of audited financial statements for the relevant financial years OR certificate(s) from the Statutory Auditor of the bidder, in this regard.
4	The entity should have a minimum annual turnover of Rs. 100 crores in any 3 out of the last 5 financial Years (i.e., 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).	
5	The entity should have been Central Statutory Auditors (CSA) for at least three autonomous bodies/ Public Sector Undertaking/government organizations and should have carried-out Internal Audit of at least five autonomous bodies/government organizations. Concurrent and Stock Audits will not be considered as relevant Audits.	Certificate from the bidder regarding successful completion of Statutory/Internal Audit by their entity along with requisite documentary proof. The certificate should also mention the turnover and the number of different cities/locations in India



6	During the period of last three years i.e. 2019-20 to 2021-22, the bidder should have successfully completed at least one Internal Audit of Govt. Department/ Autonomous body/ Public Sector Undertaking/ Public Sector Bank/Govt. (Head office including units / branches) Organization which is having minimum annual turnover of Rs. 3,000 crores and branches/subordinate/attached offices in more than 10 cities/locations in India.	where the Internal Audit is currently running.
7	The entity should have minimum 10 full time Chartered Accountants including five partners exclusively associated with the firm for at least three years (at least two should be FCAs having 10 years 'experience).	Copy of Incorporation certificate or copy of partnership deed or copy of the relevant notification along with certificate of membership of Chartered Accountants.
8	The entity should have professional staff numbering above 50 (professional staff consists of Audit & Articled Assistants, CA, CMA or CA-Inter/CMA-Inter and will be engaged in on-site audits at the place of audit).	Copy of members register, full details all every professional staff (consists of Audit & Articled Assistants, CA, CMA or CA-Inter/CMA-Inter)
9	The entity must have their own office in Delhi/NCR.	Copy of Address proof of Delhi/ NCR office (Head Office/ Zonal Office).
10	The entity should be empanelled with the CAG.	Copy of proof of empanelment.

**Note:**

1. Notwithstanding anything stated above, Prasar Bharati reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily, to ask for any other information/document, if deemed necessary before opening of the Price Bid.
2. The bidder must upload necessary documentary proof showing that they meet the eligibility criteria along with their technical bid at the time of submitting their e-bid.

#### 1.4 EVALUATION OF BIDS

- 1.4.1 It shall be a two stage evaluation: techno-commercial and financial. The bidders shall submit simultaneously techno-commercial and financial bids in separate covers on the same day. On the opening of tender only techno-commercial bids shall be opened and financial bids shall be kept sealed. The evaluation of bids shall be undertaken by a committee of the officers duly constituted for this purpose.
- 1.4.2 The techno-commercial evaluation of the bids would be based on the following:
- i. The assessment of bidders meeting the eligibility criteria.
  - ii. The assessment of technical capability of bidder to carry out desired scope of work.
  - iii. The assessment of the capability of bidder to carry out desired scope of work in stipulated time as assessed on the basis of carrying out past works.
  - iv. The assessment of the quality of the services offered by the bidders during presentation/ demonstration which will be an essential requirement for bids to be technically qualified. The date and time of the demonstration will be communicated to bidders. The demonstration of the offered services should include all defined in scope of work.
  - v. Quality and Cost Based Selection (QCBS) will be done for Technical Bids. In QCBS initially the quality of technical proposals is scored as per score sheet mentioned in Clause 1.6. Only those responsive proposals that have achieved at least minimum specified qualifying score in quality of technical proposal are considered further.
- 1.4.3 The financial bids of only those bidders will be opened whose bids are evaluated as techno-commercially responsive. Date of opening of financial bids shall be intimated to the bidders later.
- 1.4.4 The price shall be firm and inclusive of all applicable taxes & duties including applicable GST. The price and applicable taxes & dies shall be shown separately in Price bid.
- 1.4.5 The tender (financial bids) shall be evaluated as a complete package of all the items and services mentioned in Schedule of Requirement/ Price Schedule (including travel and stay arrangements for the outstations units).
- 1.4.6 For scoring of Financial Bids, the lowest offer would be calculated on basis of sum total of the all-inclusive prices quoted for all services as elaborated above.
- 1.4.7 The Purchaser intends to limit the number of techno-commercially and financially responsive bidders to one (1) from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. Among all such responsive bids, the lowest evaluated price will be termed as L1 and the rest of the bids shall be ranked in ascending order of evaluated price as L2, L3 and so on.
- 1.4.8 After opening and scoring of Technical Bids, the financial proposals of responsive technically qualified bidders, a final combined score is arrived at by giving predefined relative weight ages for the score of quality of the technical proposal

and the score of financial proposal. The minimum qualifying score for Quality and Cost is 70:30. . The proposal with the highest weighted combined score (quality and cost) shall be selected.

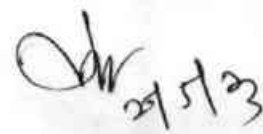
### 1.5 Critical Date Sheet:

Sl. No.	Events	Date & Time
(i)	NIT start date & time	
(ii)	NIT end date & time (21 days from the start date)	
(iii)	Bid Submission Start Date & Time	
(iv)	Pre Bid Query/Clarification Receipt Start Date & Time	
(v)	Pre Bid Query Receipt Close Date & Time	
(vi)	Pre-Bid Conference/ Meeting Date and Time	
(vii)	Bid Submission Close Date & Time	
(viii)	Technical Bid Opening Date & Time	
(ix)	Price Bid Opening & Time	To be Intimated Later
(x)	Bid Opening Venue	Conference Hall, 2 <sup>nd</sup> Floor, Prasar Bharati Secretariat, Tower-C, Prasar Bharati House, Copernicus Marg, New Delhi-110001

### 1.6 Score Sheet:

S. No.	Basis of Scoring	Score
Technical Bids		
1	The entity should have been in existence and working experience of at least 10 years.	10
2	The entity should have minimum five (05) years of experience in the field of Audit services.	20

3	The entity should have a minimum annual turnover of Rs. 100 crores in any 3 out of the last 5 financial Years	20
4	The entity should have been Central Statutory Auditors (CSA) for at least three autonomous bodies/ Public Sector Undertaking/government organizations.	10
5	The entity should have carried-out Internal Audit of at least five autonomous bodies/government organizations.	20
6	During the period of last three years i.e. 2019-20 to 2021-22, the bidder should have successfully completed at least one Internal Audit of Govt. Department/ Autonomous body/ Public Sector Undertaking/ Public Sector Bank/Govt. (Head office including units / branches) Organization which is having minimum annual turnover of Rs. 3,000 crores and branches/subordinate/attached offices in more than 10 cities/locations in India.	20
7	The entity should have minimum 10 full time Chartered Accountants including five partners exclusively associated with the firm for at least three years (at least two should be FCAs having 10 years 'experience).	20
8	The entity should have professional staff numbering above 50 (professional staff consists of Audit & Articled Assistants, CA, CMA or CA-Inter/CMA-Inter and will be engaged in on-site audits at the place of audit).	10
9	The entity must have their own office in Delhi/NCR.	10
10	The entity should be empanelled with the CAG.	10
<b>Total Score for Technical Bids</b>		<b>150</b>
<b>Total Score for Financial Bids</b>		<b>50</b>



Total Score for Quality and Cost	200
----------------------------------	-----

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

- 1.7.1 The bidder shall submit EMD of Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_ only) drawn from any scheduled bank by way of separate demand drafts/ pay orders.
- 1.7.2 The demand draft should have been issued on or after the issue of this NIT but not later than the last date of this NIT.
- 1.7.3 The Demand Draft/ Pay order of EMD should be submitted in favour of "DDO, Prasar Bharati Secretariat" payable at New Delhi. Online Bids must be accompanied by Scanned copies (PDF Format) of Earnest Money Deposit (EMD). The original demand drafts should be submitted to the NIT Authority, on or before the due date & time of bid submission. The details of the EMD uploaded should tally in all respect with the original demand drafts submitted. In case of failure, the uploaded bid will be summarily rejected.
- 1.7.4 EMD/ Security Deposit may be forfeited:
- If bidder withdraws Bid or makes any modification in the terms and conditions of the NIT which are not acceptable to the Prasar Bharati Secretariat, during the period of Bid Validity; or
  - If the successful bidder fails to sign contract; or
  - If the successful bidder fails to furnish Performance Bank Guarantee valid for a period as mentioned in Chapter 2 of this tender; or
  - If the successful bidder fails to comply any of the terms of NIT or Contract; or
  - In case any information/document which may result in the bidder's disqualification is concealed of by the Bidder or any statement/ information/ document furnished by the Bidder or issued by a Bank/Successful bidder/third party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/ Successful bidder/ Third Party.
- 1.7.5 The EMD of the unsuccessful bidders will be returned as early as possible, after completion of process of selection of the successful bidder. The EMD of the successful bidder will also be returned after submission of Performance Bank Guarantee.
- 1.7.6 No interest is payable on the amount of EMD.

### 1.8 Duly Filled-in Bid Document

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



**1.9 Currency of the Bid**

All prices quoted in the schedules given in the bid proposal sheet should be in Indian rupees and all payments shall be made in the currency of the bid after deduction of TDS.

**1.10 Validity of the Bid**

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

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

**1.11 Instructions for Submission of Bid****PREPARATION OF BIDS**

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

*Handwritten signature and date 21/5/23*



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

Phone :

E-Mail :

Postal Address:

Prasar Bharati Secretariat,  
Prasar Bharati House,  
Copernicus Marg,  
New Delhi-110001 (INDIA)



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

damages incurred by them arising out of incorrect use of the e-Bidder system or internet connectivity failures.

1.11.12 All annexures are to be filled in and scanned copies of the same are to be uploaded alongwith other documents on \_\_\_\_\_.

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

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

## 1.12 Price Bid

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

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

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

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

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

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

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

## 1.13 Bid Opening and Evaluation

The bids will be opened after 30 minutes of this NIT submission closing date and time & on same date.

## 1.14 Place of opening of NIT technical bids:

The place of opening of technical bid will be opened at Conference Hall 2<sup>nd</sup> Floor, Prasar Bharati House, Tower-C, Copernicus Marg, New Delhi-110001 on

scheduled date and time. The authorised representative of the bidder can attend the bid opening event,

- 1.14.1 The NIT bids received after due date & time will not be accepted.
- 1.14.2 Incomplete, ambiguous, conditional, NIT bids are liable to be rejected.
- 1.14.3 The bidders must accept unconditionally to comply all Terms and Conditions of NIT including the corrigendum/ addendum issued thereon alongwith an undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder is in order to become an eligible bidder.
- 1.14.4 Prasar Bharati reserves the right to accept or reject any or all NIT bids.
- 1.14.5 The bidder shall furnish a declaration in his NIT bid that no addition/ deletion/ corrections have been made in the downloaded NIT document being submitted and it is identical to the NIT document appearing on the website.
- 1.14.6 In case of any unauthorized correction/ addition/ alteration/ omission in the NIT document, the NIT bid shall be treated as non-responsive and shall be rejected summarily.
- 1.14.7 All computer generated documents should be duly signed/ attested by the bidder.
- 1.14.8 Only those bidders, who agreed/quote for the complete scope of work as described in the Bidding Documents, shall be considered.
- 1.14.9 The bidders are expected to examine all instructions, forms, terms and specifications of the NIT. Failure to furnish all required information or submission of a Bid not substantially responsive to the Bid Document in every respect will be at Bidder's risk and may result in rejection of its Bid. Bid should be submitted strictly as per the prescribed format. Bids not in the prescribed format are liable for rejection.
- 1.14.10 Bids taking any exception to scope of work and any conditions specified in the bidding documents shall be liable for rejection.
- 1.14.11 Technical Evaluation - Technical bids of all the bidders shall be opened first & scrutinized with a view to determine technical acceptability of offers and to check submission of required documents. If required, clarification on technical aspects will be so.
- 1.14.12 The technical proposals will be evaluated on the basis of eligibility criteria as mentioned in relevant section of this Tender document.
- 1.14.13 The price / commercial/ financial bids will be opened subsequently for those bids which are responsive in nature on technical ground. The price bids for non-responsive cases will not be opened and the EMD against those unresponsive bids will be returned in due course.
- 1.14.14 In case of a discrepancy between amount in words and figures, the former will prevail.
- 1.14.15 During evaluation of Bids, Prasar Bharati may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed

*Handwritten signature and date 21/5/23*



period, Prasar Bharati reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### **1.15 REJECTION OF BID**

1.15.1 The Prasar Bharati may reject all Bids if:

- (a) effective competition is lacking; or
- (b) all Bids and Proposals are not substantially responsive to the requirements of the Bid Documents; or
- (c) none of the technical Proposals meets the minimum technical qualifying criteria.

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

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

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

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

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

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

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

### **1.17 Pre-Bid Conference/ Clarifications and Amendment of Tender Document**

(i) A Pre-Bid Conference will be held on the date as mentioned in Critical Date Sheet (Clause 1.5).

(ii) A prospective Bidder may request any clarification/ suggestion in writing on any clause of the NIT documents only within specified time period i.e. from the day of "Pre-bid Query/clarifications Receipt Start Date and Time" till

"Pre-bid Query/clarifications Receipt End Date and Time". Any request for clarification must be sent through e-mail to \_\_\_\_\_ or through hard copy to be delivered at \_\_\_\_\_ Prasar Bharati Secretariat, Prasar Bharati House, Copernicus Marg, New Delhi-110001.

- (iii) At any time prior to the scheduled end date for submission of proposal, Prasar Bharati may modify the bidding document by amendment. Any modification issued by the Prasar Bharati will be in the form of an addendum/ corrigendum and will be available on e-procurement Portal, \_\_\_\_\_ and its website <http://www.prasarbharati.gov.in> under relevant section. These addendum/ corrigendum shall become part of the NIT document. Issue of addendum/ corrigendum will however be stopped 3 days prior to the deadline for submission of NIT as finally stipulated.
- (iv) The amendment will be binding on all bidders. Prasar Bharati, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are advised to frequently visit the web sites for updating themselves about changes, if any, made in the NIT before the bid submission date.

#### **1.18 Award and Formation of Contract**

- (i) The contract will be awarded to the Bidder with the highest weighted combined score (quality and cost) as per prescribed method "Quality and Cost Based Selection (QCBS)" and whose bid is found to be technically and commercially acceptable to the Prasar Bharati.
- (ii) All the documents issued by Prasar Bharati as well as accepted by the bidder up to the stage of Letter of Award will form part of contract, such as NIT Document, Techno- Commercial/Price Bid, Certificates, No Deviation Statement, etc.
- (iii) The successful bidder shall give acceptance to the Letter of Award to Prasar Bharati within seven (07) working days from the date of issue of the same by Prasar Bharati, by way of return of signed copy of Letter of Award.
- (iv) The contract shall come into effect from the date of acceptance of Letter of Award by the successful bidder.

#### **1.19 Signing of Agreement**

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

*Handwritten signature and date 21/5/23*



## Chapter 2: Conditions of Contract.

### A. GENERAL CONDITIONS OF CONTRACT.

#### 2.1 PAYMENT TERMS

- 2.1.1 Prasar Bharati will not pay any advance.
- 2.1.2 The payment will be made in the phase manner as mentioned in Payment Schedule.
- 2.1.3 Before submitting the invoice to the paying authority, the vendor/ successful bidder has to obtain satisfactory job completion certificate for each payment milestone from Prasar Bharati and the same has to be enclosed as annexure to the Invoice.
- 2.1.4 The paying authority will be the Prasar Bharati Secretariat who will satisfy himself about the satisfactory completion of the job in all respects, for all kind of payments as per the terms & conditions defined in Tender Document.
- 2.1.5 The payment will be processed only after receipt of invoice/ request in this regard from the successful bidder.
- 2.1.6 Payment of the taxes or other statutory duties, if any, during the scheduled delivery period, will be made as per the prevailing tax provisions.
- 2.1.7 In case, some unit/office Audit could not be completed due to some unavoidable reasons then payment can be done for the rest of completed work. Hence, the segregation of Audit fee should be given in detailed office-wise.
- 2.1.8 The bidders have to give the mandate for receiving payment electronically. The bidders are required to give the following information:-
  - (a) Beneficiary Bank Name:
  - (b) Beneficiary branch Name:
  - (c) IFSC code of beneficiary Branch
  - (d) Beneficiary account No.:
  - (e) Branch Serial No. (MICR No.):
- 2.1.9 All payment shall be subject to recoveries towards statutory deductions (if any), liquidated damages/ penalties levied on successful bidder in accordance with the provision of the Agreement/ NIT etc.
- 2.1.10 All payment will be made in Indian rupees only.
- 2.1.11 All undisputed payments will be made by transferring funds directly in the Bank account through electronic transfer to the account of the successful bidder. The vendor is required to furnish the requisite details for transferring funds directly in his bank account within 15 days or at the time of request for first payment as sought by the Prasar Bharati. All subsequent payments will be made in the same bank account only, unless until any other bank account provided by the vendor well in advance of making the payment.
- 2.1.12 The milestones indicated below are for release of payment only.
- 2.1.13 GST is required to be quoted separately in the price bid. Non-quoting of GST component separately in the price bid, will be assumed that the price bid is

inclusive of GST. Thus additional claim on account of GST in future shall not be entertained at all in any situation.

- 2.1.14 Notwithstanding anything contained in this NIT document where the successful bidder is liable to pay any amount to Prasar Bharati, on account of penalties under the clauses of this NIT or agreement entered into after the award of work on account of discrepancies in the invoices, invocation of indemnity by Prasar Bharati, for third party claims, statutory dues or for any other reason, Prasar Bharati shall without prejudice to its other rights be within rights to adjust such amounts from the Fees payable to the Successful bidder and raise a demand on the Successful bidder for the balance amount if any and the Successful bidder shall pay such amount to the Prasar Bharati within 10 working days of receipt of such demand.
- 2.1.15 If the successful bidder/ supplier registered under the GST regime as normal taxpayer does not show the detail(s) of invoice(s) raised on Prasar Bharati in his GSTR-1 for that month, Prasar Bharati may claim Input Tax Credit by making entries of such invoice(s) in GSTR-2 under intimation to the successful bidder/ supplier and with a request to upload the detail(s) of the invoice(s) in his GSTR-1. In case, no entry(ies) is reflected in next month GSTR-1 filed by the successful bidder/ supplier due to which ITC claimed earlier is disallowed, Prasar Bharati will be free to recover the amount of GST so paid to successful bidder/ supplier alongwith penalty @10% plus applicable GST thereon from the subsequent payment or from PBG given by the successful bidder/ supplier without giving any notice.

## 2.2 WORK NOT TO BE LET OUT

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

## 2.3 CONFIDENTIALITY

Any and all information in written, electronic media or oral form and disclosed to the successful bidder shall at all times remain the legal and absolute property of Prasar Bharati and the successful bidder shall have no rights to use the information for any purpose other than that expressly authorized by Prasar Bharati.

## 2.4 INTEGRITY CLAUSE

Bidder has to sign an Integrity pact as provided in the tender document, in original and should be submitted along with Technical bid. The format of Integrity pact is enclosed as Annexure-11.

## 2.5 LIABILITIES OF THE SUCCESSFUL BIDDER

- (i) If any error or inadequacy appears in the documents submitted by the successful bidder, the successful bidder shall perform at its own initiative at no extra cost to

*Handwritten signature and date 21/5/23*

Prasar Bharati, all such services as deem necessary to remedy the said mistake or inadequacy.

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

## **2.6 HANDLING OF DOCUMENTS**

- (i) All documents prepared by the successful bidder in connection with the services to be provided by the successful bidder shall be the property of the Prasar Bharati. As and when required or upon termination of the contract, the aforesaid documents prepared specifically for this Assignment (including originals) shall be handed over to the Prasar Bharati before final acceptance or thereafter.
- (ii) The successful bidder shall take all necessary steps to ensure confidential handling of all matters pertaining to any information developed or acquired by him from Prasar Bharati under terms of the contract or in performance thereof.
- (iii) The successful bidder shall not prepare articles or photographs for publication or speeches about the work and/or plant, contracts and installation in which Prasar Bharati has an interest without prior written consent of Prasar Bharati.
- (iv) The successful bidder shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Acts, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

## **2.7 ABANDONMENT OF WORK:**

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

## **2.8 SETTLEMENT OF DISPUTES:**

- (i) Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the Prasar Bharati management subject to a written appeal by the successful bidder to the management whose decision shall be final to the parties hereto.
- (ii) Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- (iii) If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clause 2.11, herein below.



## 2.9 SUSPENSION OF THE OBLIGATION

The obligations stipulated in the bidding documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause 2.15 herein below or as a result of an agreement between the parties and neither of the Parties may be considered in default of its obligations under the terms of the bidding documents.

## 2.10 TERMINATION FOR CONVENIENCE/ AGREEMENT

- (i) The Prasar Bharati may by giving written notice to the successful bidder, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the termination is for Prasar Bharati's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.
- (ii) Each party has to give prior notice of thirty days in writing to this effect.
- (iii) The services that are completed and ready for final submission within thirty days after the successful bidder's receipt of notice of termination shall be accepted by the Prasar Bharati at the contract terms and prices. For the remaining services, the Prasar Bharati may elect:
  - a) to have any portion completed and delivered at the contract terms and provisions; and/or
  - b) to cancel the remainder and pay to the successful bidder an agreed amount for partially completed services.
- (iv) The Prasar Bharati may at any time terminate the contract by giving written notice to the successful bidder, without compensation to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Prasar Bharati.

## 2.11 ARBITRATION

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

Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty days or such longer period as may be mutually agreed upon, from the date on which either party informs the order in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (ii) Within sixty days of the receipt of the said notice, an Arbitrator shall be nominated in writing by the authority agreed upon by the Parties.
- (iii) The sole Arbitrator shall have its seat in India at New Delhi/ Delhi or such other place in India as may be mutually agreed between the parties and the language of



the Arbitration proceedings and that of all documents and communication between the parties shall be in English.

- (iv) The Arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and subsequently Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. All Arbitration awards shall be in writing and shall state the reasons for the award.
- (v) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
- (vi) In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the parties.
- (vii) The decision of the arbitrator shall be final and binding upon both parties.

## 2.12 GOVERNING LAWS

- (i) This consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Court shall have the exclusive jurisdiction.
- (ii) From the time the proposals are opened to the time the contract is awarded, the bidders should not contact Prasar Bharati, unless called for. The bidders should also not contact any of the officers/employees or representatives of the Prasar Bharati on any matter related to its technical proposal and/or Commercial proposal with a view to influencing Prasar Bharati in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the bidder's proposals. Canvassing in any form would lead to disqualification of the proposal.

## 2.13 Other Terms:

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

- (a) It is expressly made clear that mere submission of bid by an Entity, whether eligible or ineligible, shall not confer any right whatsoever on any such entity.
- (b) Any bid submitted by an entity, which fails to satisfy the eligibility requirements set out in this Tender document, shall not be considered and would stand summarily rejected.

- (c) Neither the issue of this Invitation for Tender nor any part of its contents is to be taken as any form of commitment or acknowledgement on the part of Prasar Bharati Secretariat to proceed with Tender or any entity.
- (d) Prasar Bharati Secretariat reserves the right to annul or terminate the process or reject any or all Tender at any time or stage without assigning any reason.
- (e) Prasar Bharati Secretariat reserves the right and absolute discretion at any time and without any liability whatsoever, to amend, vary, waive and/or modify any or all of the terms and conditions of this Invitation for Tender without assigning any reason whatsoever.
- (f) Prasar Bharati Secretariat shall in no circumstance whatsoever, be responsible or liable in any manner whatsoever, for any costs or expenses incurred or any loss suffered by the entity, in connection with or in consequence of the preparation or delivery of any Tender, or compliance with any of the requirements of the Invitation for Tender or Presentation made to Prasar Bharati Secretariat or in any other manner.
- (g) Any suppression or misrepresentation of a material fact shall result in disqualification of the Entity.
- (h) In case any clarification is sought by Prasar Bharati Secretariat after opening of bids, the reply of the Entity should be restricted to the clarification sought.
- (i) Canvassing in any form shall render the Bid liable to be rejected.
- (j) The Entity shall be deemed to have read and duly considered all terms and conditions of this Invitation of Tender document and must acknowledge that it intends to submit a bid in accordance with the provisions of this document having accepted the terms and conditions as have been incorporated herein and/or that may be incorporated by Prasar Bharati Secretariat through any Addendum (s).
- (k) Each Entity irrevocably and unconditionally accepts and agrees that by submitting a bid:
  - (i) It agrees to be bound by the terms, conditions and obligations set out in this Invitation for Tender document together with such other terms and conditions as Prasar Bharati Secretariat may, in its sole discretion, require; and
  - (ii) It has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this Invitation for Tender.
  - (iii) It agrees that the offer shall remain valid till the expiry of the validity period as specified in this Invitation for Tender or any extension thereof.
  - (iv) The decision of Prasar Bharati Secretariat shall be final while finalizing the Tender.



**2.14 DISCLAIMER**

- (i) The information contained in this Notice Inviting Tender (NIT) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/ email by or on behalf of Prasar Bharati, is subject to the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.
- (ii) This NIT is neither an agreement nor an offer and is only an invitation by the Prasar Bharati to the potential bidders for submission of bids. The purpose of this NIT is to provide the Bidder(s) with information to assist the formulation of their proposals. This NIT does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this NIT and wherever necessary obtain independent advices/clarifications. Prasar Bharati may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT. No contractual obligation whatsoever shall arise from the NIT process until a formal contract is signed and executed by duly authorized officers of the Prasar Bharati with the Selected Bidder (SB).
- (iii) The Prasar Bharati, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way for participation in this Bid Stage.
- (iv) The Prasar Bharati also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.
- (v) The issue of this NIT does not imply that the Prasar Bharati is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the Prasar Bharati reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- (vi) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Prasar Bharati or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Prasar Bharati shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or/ for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



## 2.15 FORCE MAJEURE

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

1. Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.

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

2.15.2 The successful bidder shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time, as mutually agreed, even though such cause might have occurred after performance of his obligations.

## B. SPECIAL CONDITIONS OF CONTRACT

### 2.16 Submission of Internal Audit Reports

Internal Audit reports should be submitted as per the schedule mentioned below for each year:

Financial Year	Reporting period & Coverage	No. of Reports	Report Submission Due Date
2022-23/2023-24/2024-25	Annually (Head Office including units)	1	Within 15-30 days of Annual Accounts being provided for Audit
2022-23/2023-24/2024-25	Half-Yearly (Head Office)	2	Within 30 days after closing of respective Half Year
2022-23/2023-24/2024-25	Quarterly (Head Office)	4	Within 30 days after closing of respective Quarter

- Hard copy in triplicate – one copy to In-charge of the unit; one copy to Regional Office; one copy to ADG (B&A), Head Office at New Delhi;
- A colour coded Report may be given highlighting High Risk areas in Red, Moderate in Yellow and Low risk areas in Green colour.
- Soft copy by e-mail to \_\_\_\_\_

*Handwritten signature and date 21/5/23*

**2.17 Payment Schedule:**

2.17.1 The payment schedule will be as under:

The Price should be quoted inclusive of TA/DA/Boarding/Lodging etc. and applicable Taxes, if any. The price quote should be indicated clearly both in Figures and in Words. If there is any variation between the price quoted in Figures and Words then price quoted in figures will be considered for evaluation.

Sl. No.	Name of the unit	Location of unit	Annual Audit Fee* (in Rs.)
1	DDK, Guwahati	Guwahati, Assam	
2	DDK, Bangalore	Bangalore, Karnataka	
3	AIR, Chennai	Chennai, Tamil Nadu	
4	DDK, Chennai	Chennai, Tamil Nadu	
5	ADG, NZ, DELHI	Delhi	
6	DDK, New Delhi	Delhi	
7	EE(E)D-II, DELHI	Delhi	
8	DD News, Delhi	Delhi	
9	NSD, Delhi	Delhi	
10	BH, New Delhi	Delhi	
11	DG: DD, New Delhi	Delhi	
12	DG: AIR, New Delhi	Delhi	
13	DCS, New Delhi	Delhi	
14	DDK, Lucknow	Lucknow, Uttar Pradesh	
15	CSU AIR Mumbai	Mumbai, Maharashtra	
16	DDK, Mumbai	Mumbai, Maharashtra	
17	AIR, Srinagar	Srinagar, Jammu & Kashmir	
18	AIR, Hyderabad	Hyderabad, Telangana	
19	ADG, EZ, Kolkata	Kolkata	
<b>Total Audit Fee of 19 units/offices</b>			
20	Head Office (Covering all important sections Release, NPS, Cash, Admin, Budget & Accounts)	New Delhi	
<b>Grand Total</b>			

\*Audit fees may be considered as minimum annual audit fee and will be paid on annual basis.

## Chapter 3: SCHEDULE OF REQUIREMENTS

As mentioned in this tender document, Prasar Bharati intends to appoint Internal Auditor. For this purpose, the schedule of requirements is as follows:

### 3.1 Requirements for Bidder:

- a) The bidder should fulfil the eligibility criteria for appointment of auditor.
- b) The audit will be conducted by a firm of Chartered Accountants with professional qualifications.
- c) The firm must have expertise in the non-for-profit sector, autonomous/statutory bodies and government organizations of our size.
- d) The auditing firm and auditors should be independent. Being independent means that the auditors must not have been involved in keeping the accounting records of Prasar Bharati and must not be personally connected to Prasar Bharati organisation.
- e) The team & audit expert in charge should also be available throughout the Audit for the preparation & planning of a successful audit as well as occasional discussions on financial matters related to our audit process.
- f) The professional staff team consisting of at least 3 members should visit the location of unit for the purpose of Audit for minimum 5 working days.

### 3.2 Expected deliverables:

Particulars	Compliance
Prepare an auditor's report and in a format consistent with generally accepted auditing standards	
Provide a management letter that identifies areas of concern or weaknesses found, recommendations for improvement, management's response on any concerns identified	
Discuss the auditor's report and management letters with Management and the Audit Committee of Prasar Bharati before finalization of Audit Report	
Meet audit reporting requirement dates	
Complete the scope of work	

Sh  
25/23

## Chapter 4: SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

### 4.1 Scope of Work

Detailed Scope of Work has been provided as:

- Scope of Internal Audit for Head Office / Units as Annexure 'I'.
- The Quarterly and Half Yearly Audit will be done at Head Office.
- The Annual Audit will be done at 20 Offices (Head Office including specified units/offices).

### 4.2 Commencement of Internal Audit

Selected entity will be issued work order and require to send their consent to Prasar Bharati within 07 days of receipt of work order. If consent is not received during specified time period then it would be assumed as accepted. The internal audit should commence immediately after closing of the quarter/half year and should be completed within 30 days of closing of respective quarter/half year. In case of Annual Audit, it should be completed within 15-30 days of Financial Statements being provided for Audit.

For Annual Audit, in case of units/offices, a prior intimation should be given to the concerned office about commencement of Audit alongwith details of record required for Audit Purpose. Audit should be started only after confirmation of availability of necessary records.

### 4.3 General Terms and conditions

- i. Bids are valid for 90 days from the opening of the Bid.
- ii. In case audit performance is not found satisfactory, the entity can be removed after giving one month notice during the engagement period of one year
- iii. Partially filled technical bid forms will be rejected.
- iv. Tender of Proprietor firm will be rejected.
- v. All documents must be enclosed with the bid.
- vi. Entity should sign and seal relevant annexures wherever their signatures are required.
- vii. Entity having any partner who has retired from the services of Prasar Bharati in the last two years prior to FY 2022-23 shall not be considered for this engagement as it affect the independency of internal audit.
- viii. Failure to furnish all information required as per the Bidding Document may result in the rejection of the Bid.
- ix. Prasar Bharati reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract without assigning any reason whatsoever, without thereby incurring any



liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the said action.

#### 4.4 **Audit Report :**

The formal audit report is a key audit output and must contain the following:

- Dates and Location(s) of audit
- Audit plan
- Additional mandatory or voluntary standards or regulations applicable to the auditee
- Summary of audit findings including identification tests, tools used and results of tests performed
- Analysis of vulnerabilities and issues of concern
- Recommendations for action
- Weekly progress reports of the assignment should be submitted so as to keep Prasar Bharati fully informed at every stage of the assignment during the complete & rigorous Internal Audit as per detailed scope of work as per Annexure – I
- Monthly Statement Showing Payment of Dues as per Annexure –II
- The final report is to be submitted immediately upon completion of the assignment
- Presentations on the reports, its findings, conclusions and recommendations need to be made to Prasar Bharati's Management and to other authorities, if required.

#### 4.5 **Confidentiality :**

All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to any third party.

#### 4.6 **Jurisdiction in case of Disputes:**

In case of any dispute, jurisdiction of courts at New Delhi shall be final and binding upon the parties.

Further clarification w.r.t tender may be sought from the office of **Additional Director General (Budget & Accounts), Tower-C, Prasar Bharati House Copernicus Marg, New Delhi-110001**

**Website: [www.prasarbharati.gov.in](http://www.prasarbharati.gov.in)**

*Handwritten signature and date 21/5/23*



**Scope of Internal Audit**

- Internal Auditors are required to cover all the areas specified below in the **Detailed Scope of Internal Audit** for financial year 2022-23.
- Internal Auditors should inform any serious irregularity in the unit to Prasar Bharati Head Office, New Delhi as **"SPECIAL REPORT TO H.O."** separately immediately on identification.
- The role of internal Auditor is not confined only to pointing discrepancies but also suggesting remedial measures against these discrepancies and risk involved therein.
- Draft Internal Audit Report should be discussed with the unit head and their replies towards each auditor's observation should also be incorporated in the report. Internal Auditor must suggest remedial actions to the units so that same type of irregularity should not happen in future. Further, if any deficiency found in maintenance of records, units should be suggested about the maintaining all the records required to be maintained as per General Financial Rules and various statutory requirements.
- Provide guidance to field units how to furnish the proper reply of C & AG paras raised in the Statutory Audit Reports and how to ensure compliance of the same for dropping the paras.
- Auditor should also suggest requirements and agenda plan for preparation of Financial Statements State-wise.
- **Quarterly/Half yearly/Annual Financial Statements (i.e., Receipt & Payment Account, Income & Expenditure Account and Balance Sheet) should be enclosed along with the Internal Audit Report duly signed by the Internal Auditor and the respective Authority.**
- Internal Audit Reports should be submitted **timely** to the unit head and HO and timelines mentioned in the appointment letter should be strictly adhered.

**DETAILED SCOPE OF INTERNAL AUDIT**

S. No.	Particulars	Particulars
I	<b>Balance Sheet</b>	1. Reconcile opening balances of Balance Sheet items with last audited Balance Sheet. 2. To review all the liabilities and assets, corpus fund are correctly reported in Balance Sheet.

II	<b>Receipt &amp; Payment Account</b>	<p>3. Reconcile opening Cash &amp; Bank Balances with last audited Annual Accounts.</p> <p>4. To check the booking of all the payments and receipts are being done correctly under proper head.</p>
III	<b>Income &amp; Expenditure Account</b>	<p>5. To check the booking of expenditure and income is being done correctly on accrual basis.</p> <p>6. To check the accuracy of various provisions created for the liabilities.</p> <p>7. To check outstanding expenses and prepaid/ accrued income adjustments are done correctly in accounts.</p>
IV	<b>Notes on Accounts &amp; Contingent Liabilities</b>	<p>8. Whether Notes on Accounts &amp; Contingent Liabilities are sufficient enough regarding proper disclosures required for transparency in Financial Statements.</p>
V	<b>Cash / Bank</b>	<p>9. <u>Cash / Bank Book</u></p> <p>a) To check and report whether Cash / Bank Balance as per books of accounts tallies with the balance as per Cash / Bank Book.</p> <p>b) Check and verify the bank balance from balance confirmation letters from the banks</p> <p>10. <u>Bank Reconciliation Statement</u></p> <p>a) To check and report whether Bank reconciliation statement in respect of all the bank accounts is prepared and signed by the Accounts in charge on monthly basis.</p> <p>b) Verification of Bank Reconciliation Statement with Bank Statement / Bank Certificate and to check and report whether :</p> <ul style="list-style-type: none"> <li>• Entries appearing in BRS are settled subsequently. If not, then inquire into the nature and details of such outstanding entry.</li> <li>• Instruments issued but not cleared appearing in BRS for more than 3</li> </ul>

		<p>months has been transferred to stale instruments and booked accordingly.</p> <p>11. <u>FDRs / TDRs</u></p> <p>a) To check and report whether any amount has been kept in FDRs / TDRs with bank. If yes, then report the details thereof along with the reasons thereof.</p> <p>b) Whether Accrued Interest on same are being accounted properly.</p> <p>c) Verify the details from Bank Certificates.</p> <p>12. <u>Physical Verification</u></p> <p>a) Physical / surprise verification of cash on the first day of visit during audit and check whether the physical cash balance tallies with the balance shown by the cash book and report the discrepancy found, if any.</p> <p>b) Physical verification of unused blank instrument like cheque book / cheque leaves/others and report the discrepancy found, if any</p> <p>c) Physical verification of cancelled instruments during the audit period on random basis and report the discrepancy found, if any.</p> <p>d) Physical verification of FDRs / TDRs and report the discrepancy found, if any.</p>
VI	Fixed Assets	<p>13. To check and report whether transactions involving purchase / sale / transfer of fixed assets have been properly reported in Receipt &amp; Payment Account and recorded in the books of accounts.</p> <p>14. Check and verify the Schedule 8 of Financial Statements.</p> <p>15. To check expenditure of revenue nature are not capitalized and reported as purchase of fixed assets.</p> <p>16. <u>Fixed Asset Register</u></p>

		<p>To check and report whether : Fixed Assets Register (hereinafter referred to as "FAR") is maintained and updated on regular basis (Manual / Computerized) as per GFR rules.</p> <p>17. <u>Physical Verification</u></p> <p>To check and report whether :</p> <p>a) Physical verification of fixed asset is carried out by the management at least once in a year.</p> <p>b) Physical verification sheets in respect of fixed assets are properly prepared and duly signed by the persons responsible for carrying out the physical verification. The name, designation of employees and the date of carrying out the physical verification should also be clearly mentioned in the physical verification sheets.</p> <p>18. <u>Capital work-in-progress</u></p> <p>To check and report whether : CWIP and CWIP transfer of Assets are being accounted properly.</p> <p>19. <u>Depreciation</u></p> <p>To check and report whether : Depreciation on Fixed Assets is being charged properly.</p>
VII	Sundry Debtors	<p>20. Age-wise analysis of debtors giving details of debtors outstanding for:</p> <ul style="list-style-type: none"> <li>• Up to 3 Years</li> <li>• 3 to 6 Years</li> <li>• More than 6 Years</li> </ul> <p>21. Comment on the Debtors' account showing closing credit balances along with the details and reasons for credit balances.</p> <p>22. Check the Debtors' details are correctly reported for preparation of Annual Accounts.</p>

VIII	Sundry Creditors	<p>23. Age-wise analysis of creditors giving details of creditors outstanding for:</p> <ul style="list-style-type: none"> <li>• Up to 3 Years</li> <li>• 3 to 6 Years</li> <li>• More than 6 Years</li> </ul> <p>24. Comment on the Creditors account that are outstanding to be paid since long (unclaimed Creditors) and that can be considered for a write back in the books of account.</p> <p>25. Comment on the Creditors' account showing closing debit balances along with the details and reasons for debit balances.</p> <p>26. Check the Creditors' details are correctly reported for preparation of Annual Accounts.</p>
IX	Purchases	<p>To check and report whether:</p> <p>27. Purchases are reported and accounted properly.</p>
X	Sales/Revenue	<p>To check and report whether:</p> <p>28. Sales are reported and accounted properly.</p> <p>29. Interest charges are collected on delayed payments, if any, are accounted properly.</p> <p>30. The accountings of sale of obsolete item/unserviceable item are being done properly.</p> <p>31. To check that LD (Liquidity Damages) amount collected is accounted as revenue of Prasar Bharati and reflected in the R&amp;P as income.</p> <p>32. Whether License fee/Rent of Staff Quarter are properly accounted and reported in Receipts &amp; Payments Account.</p>
XI	Lapsed Deposits	<p>33. As per Rule 189 of Central Government Account (Receipts &amp; Payments), all deposits or balances in excess of the twenty-five rupees, unclaimed for more than three complete account years should be credited to Government accounts in the end of March as Lapsed</p>



		<p>Deposit. In the case of Prasar Bharati, the balances may be credited into account of Prasar Bharati Sectt. as miscellaneous receipts as per instructions issued as per this office letter no. ADG (B&amp;A)/PB Annual A/cs/Misc/2018-19/55 dated 30.10.2018.</p> <p>Whether the same is being complied or not.</p>
<b>XII</b>	<b>Inter-unit Remittances</b>	34. Being intra-office transactions, effect of these transactions should be nil after reconciliation.
<b>XIII</b>	<b>Recovery of over-payment of Expenditure</b>	35. To review that accounting of the recovery of over-payment of expenditure are being done correctly.
<b>XIV</b>	<b>Accounting</b>	<p>To check and report whether :</p> <p>36. Proper distinction between revenue and capital expenditure is made while accounting.</p> <p>37. To check the correctness of the accounting head - expenses or income and report the discrepancy, if any.</p> <p>38. Whether outstanding/ receivables are correctly reported and properly accounted in Financial Statements.</p> <p>39. Whether provision and expenses related to Gratuity and Leave Encashment etc. are properly accounted.</p> <p>40. Whether prior - period adjustments are reported by units and properly accounted in books of accounts.</p>
<b>XV</b>	<b>Advance to employees</b>	<p>41. To review maintenance of all register related to Advances like TA Advance, LTC Advance, Medical Advance etc.</p> <p>42. Advances are accounted properly.</p>
<b>XVI</b>	<b>Statutory Compliances</b>	<p>43. To check and report whether the provisions of Income Tax / GST / PF / ESI / Professional Tax/Labour Cess etc. have been complied with.</p> <p>44. Whether the necessary records are</p>

		<p>being maintained and kept as per GST, Income Tax and other statutory requirements applicable for the organization.</p> <p>45. Verify details of GST Payable and GST input.</p> <p>46. To report month wise payment of statutory dues in case of default in the format given as Annexure 'II'.</p>
XVII	<b>Hired Manpower</b>	<p>47. To check whether the various provisions of industrial and labour laws like the Apprentices Act / Factories Act / Payment of wages Act / Minimum wages Act etc. are duly complied with.</p>
XVIII	<b>Grant</b>	<p>48. To check utilization Certificate.</p> <p>49. To report variance, if any, between actual Grant utilization and Utilization Certificate.</p> <p>50. To review Accounting of Grants in Financial Statements.</p>
XIX	<b>Internal Control/ Disclosures/ Risk &amp; Performance evaluation</b>	<p>51. To review adequacy of internal checks &amp; internal controls in the organization.</p> <p>52. To comment on the adequacy of laid down procedures.</p> <p>53. Whether sufficient Disclosure of Accounting policies are being done in Financial Statements.</p> <p>54. Comment on the KPIs (efficiency, reach and overall performance) of the organization.</p> <p>55. Auditors to verify the revenue (income received / yet to be received) from respective sources as per the applicable GAAP and the settled terms and to comment thereon and applicability of TDS and GST.</p> <p>56. Highlights major issues in Audit Report which affect the performance of the organization.</p> <p>57. Suggest how the organisation can most effectively monetize its assets.</p> <p>58. Details of pending Court Cases alongwith status of the same and their impact on Financial Statements.</p>

		59. Details of pending paras of C & AG Audit.
--	--	---

Draft

## Annexure 'II'

NAME OF UNIT \_\_\_\_\_

**STATEMENT SHOWING PAYMENT OF DUES**

**FOR THE MONTH OF \_\_\_\_\_**

Note: This information shall be prepared for each month of applicable audit reporting period.

S. No.	Particulars	Amount Due	Amount Paid	Due Date of Payment	Date of Payment	Remarks, if any
1	<u>NPS</u>					
	a. Employees' Contribution					
	b. Employers' Contribution					
2	Professional Tax					
3	TDS					
4	GST					
5	Labour Cess					
6	Others, Please Specify					
	<b>Total</b>					

## Chapter 5: Price Schedule

The bidders are required to submit their Price bid in the format prescribed at Annexure - 12.

Draft



## Chapter 6: Contract Forms

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

- Form-1: Technical Bid Letter as per Annexure 9
- Form-2: Contract Form as per Annexure 10

Draft



## Chapter 7: Other Standard Information

### 7 DOCUMENTS TO BE SUBMITTED WITH BIDS

- 7.1 The requisite documentary evidence needs to be submitted by the bidder for each of the eligibility criteria. The following information/ data shall be provided in the "Technical Bid" by the bidders:
- 1) A demand draft/ pay order for EMD.
  - 2) Copy of Incorporation certificate.
  - 3) Copy of GST registration certificate.
  - 4) Copy of PAN card.
  - 5) No Deviation Certificate *as per Annexure 1* - In case of any deviation with the terms and conditions and Scope of work of the NIT document, the bid shall be liable for ejection.
  - 6) General Declaration Certificate *as per Annexure 2*.
  - 7) Declaration on Non-Disclosure *as per Annexure 3*.
  - 8) NEFT/RTGS details for e-payment of consultancy fee *as per Annexure 4*.
  - 9) Format of undertaking to be submitted along with Technical-Bid *as per Annexure 5*.
  - 10) Proforma for queries by bidders to the bidding conditions *as per Annexure 6*.
  - 11) Details of parties whose annual accounts are audited by firm and certificate(s) from the statutory auditor.
  - 12) User certificate for successful completion of the project mentioning the desired turnover and number of branches of the client(s) duly certified by the client(s).
  - 13) Self-Declaration mentioning the contact details of support office in Delhi/NCR.
  - 14) Certificate that firm is not blacklisted *as per Annexure 7*.
  - 15) Letter of authority for attending Bid opening event *as per Annexure-8. (to be furnished at the time of attending the said meeting)*
  - 16) Technical Bid letter and Contract Form *as per Annexure 9 and 10 respectively*.
  - 17) Integrity Pact *as per Annexure 11*.
  - 18) Team deployment and CV of the team members.
  - 19) Detailed Audit Plan
- 7.2 The following information/ data shall be provided in the Price Bid by the bidders:
1. Financial Bid Forwarding Letter
  2. Signed and stamped up-priced price bid format *as per Annexure 12*.
- 7.3 Prasar Bharati reserves the right to verify information submitted by the bidder. In case the information is found false/incorrect, the offer shall be rejected and shall also be liable for other action *as per Prasar Bharati policy*.
- 7.4 The contacts details such as address, phone/mobile number and e-mail ids of staff shall be provided alongwith technical bid.

7.5 Self-declaration needs to be signed by authorised signatory.

\*\*\*END OF THE DOCUMENT\*\*\*

Draft



(Technical Bid)

**Subject:** Notice Inviting Tender for Internal Audit of Accounts of Prasar Bharati for Head Office and its units

**NIT Enquiry No:** ADG(B&A)/PB/Accounts

**NO 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.

OR

There are deviations on certain items and the list of deviations is attached herewith.

*(Please strike out whichever is not applicable).*

Signature of Authorized Signatory

Bidder Name:

Designation:

Date:

Place:

Seal of Organization:

*21/1/23*

(Technical Bid)

**Subject:** Notice Inviting Tender for Internal Audit of Accounts of Prasar Bharati for Head Office and its units

**NIT Enquiry No:** ADG(B&A)/PB/Accounts

**GENERAL DECLARATION CERTIFICATE**

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

I/We do hereby also declare that during the tenure of supply of Internal Audit Services for PRASAR BHARATI, any amendment / updation required from time to time shall be automatically applicable to the contract to the extent they improve upon the stipulation of this NIT from PRASAR BHARATI view.

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

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

(Signature & seal of authorized signatory)

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



**Annexure 3****(Technical Bid)**

**Subject:** Notice Inviting Tender for Internal Audit of Accounts of Prasar Bharati for Head Office and its units

**NIT Enquiry No:** ADG(B&A)/PB/Accounts

**DECLARATION ON NON DISCLOSURE**

M/s..... is willing to supply **Internal Audit Services** to PRASAR BHARATI for **verification of Accounts in PRASAR BHARATI**, hereby undertake to comply with the following in line with information security of PRASAR BHARATI:

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

Signature of Authorized Signatory of Bidder Name:

Designation:

Date:

Place:

Seal of Organization:

Ar  
21/5/23

**Annexure 4****(Technical Bid)**

**Subject:** Notice Inviting Tender for Internal Audit of Accounts of Prasar Bharati for Head Office and its units

**NIT Enquiry No:** ADG(B&A)/PB/Accounts

**RTGS / NEFT Format**

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

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

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

Thanking you,

Yours sincerely,

Signature

Name:

Designation:

Company Name:

Seal of Company:

Date:

## Annexure 5

(Technical Bid)

&lt;&lt;To be submitted on the letter head of the Firm&gt;&gt;

**Format of Undertaking to be submitted along with Technical-Bid Undertaking**

We hereby confirm that all the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) / information is false, forged or fabricated.

We hereby confirm that our Bid complies with the total technical-commercial requirements/ terms and conditions of the Bidding Document and subsequent addendum/corrigendum (if any), issued by PRASAR BHARATI, without any deviation/ exception/ comments/ assumptions.

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. We hereby confirm that firm / any partner has not been convicted in any disciplinary proceedings / criminal case by regulatory authority / court in connection with professional work. We further confirm that, we have not been in negative list / blacklisted by any Public Sector Undertaking / Government Organization / PRASAR BHARATI. We also confirm that the contents of this Tender have not been modified or altered by us. We agree that if any noticed in future, our Bid may be rejected / terminated.

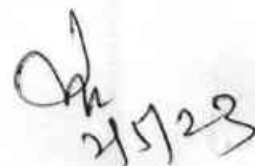
We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

Date:

Signature with seal of the firm

Place:

Name &amp; Full address of the firm:



**Annexure 6****(Technical Bid)**

**Subject:** Notice Inviting Tender for Internal Audit of Accounts of Prasar Bharati for Head Office and its units

**NIT Enquiry No:** ADG(B&A)/PB/Accounts

**PROFORMA FOR QUERIES BY BIDDERS TO THE BIDDING CONDITIONS**

PRASAR BHARATI expects the bidders to fully accept the terms and conditions of the bidding documents. However, the following proforma can be used to seek clarifications in advance to the pre-bid conference date.

Clause No. of Bidding Document	Query of the bidder	Remarks

Signature of the Bidder

Name:

Designation:

Seal of the Organisation:

**Annexure 7**

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

**To,**

**ADG (B& A)**

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

**Subject:** Notice Inviting Tender for Internal Audit of Accounts of Prasar Bharati for Head Office and its units

**NIT Enquiry No:** ADG (B&A)/PB/Accounts

**Dear Sir,**

This is certified that M/s \_\_\_\_\_ is not blacklisted by any Government Organization, Non-Government or Public Sector Organization before submission of the bid document.

Yours faithfully,

Signature of Authorized Signatory of Bidder

Name:

Designation:

Seal of Organization:

Date:

Place:

*Handwritten signature and date 28/5/23*



**Annexure 8****For Letter of Authorization for attending Bid Opening Event**

(To be typed preferably on letter head of the company)

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. ....have submitted our bid for the NIT no. ....in respect of.....  
 ..... (Item of work) which is due to open on  
 ..... (date) in the Conference Room, 2<sup>nd</sup> Floor, Prasar Bharati House, Tower-C,  
 Copernicus Marg, New Delhi.

We hereby authorize Mr. / Ms. ....& Mr. / Ms.....  
 (alternative) whose signatures are attested below, to attend the bid opening for the NIT  
 mentioned above on our behalf.

.....  
 Signature of the Representative

.....  
 Name of the Representative

Signature of Bidder/ Officer authorized to sign  
 on behalf of the Bidder

.....  
 Signature of the alternative Representative

.....  
 Name of the alternative Representative

Above Signatures Attested

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

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

**Annexure 9****TECHNICAL BID LETTER**

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

To

**ADG (B&A)**

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

**Subject:** Notice Inviting Tender for Internal Audit of Accounts of Prasar Bharati for Head Office and its units

**NIT Enquiry No:** ADG(B&A)/PB/Accounts

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we the undersigned offer to supply Internal Audit Services as per the schedule of requirements and in conformity with the said bidding documents.

If our bid is accepted, we undertake to provide services in accordance with the specifications/requirements specified in this tender document.

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

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

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

Name:  
Signatory of Bidder  
Designation:  
Date:  
Place:

Signature of Authorized

Seal of Organization

Oh  
23/3/23

## Annexure 10

## Contract Forms

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

&lt;&lt;To be submitted on the letter head of the Firm&gt;&gt;

**Technical Bid Form for Internal Auditor****(PLEASE COMPLETE THE FORM AND ENCLOSE NECESSARY DOCUMENTS WITH PAGINATION IN SUPPORT THEREOF WHEREVER REQUIRED)**

BID PARTICULARS FOR TENDER NO. :	
Contact details of the Firm	Name: _____ Office Address: _____ City: _____ Pin Code: _____ Office No: _____ Telephone _____ Mobile No: _____ Email: _____ Website: _____
Income tax Permanent Account Number (Self attested Copy of the same shall be enclosed)	
GST No. (Self attested copy of the same shall be enclosed)	
Details of the entity:	

1. Whether LLP or Partnership firm;  2. Date of establishment / incorporation of firm; (as partnership firm/ LLP)  3. No. of partner(s):  4. No. of qualified audit staff:  5. No. of articled clerk:	
Whether firm is having certificate of practice for not less than 5 years as partnership firm or LLP.  If Yes, then enclose Self attested copy of the registration certificate.	Yes / No
Details of Earnest Money Deposit Amount	Rs. _____ (Rupees _____) drawn on _____ vide DD / PO / BC No. _____ dated _____ In favour of Prasara Bharati.
Whether engaged as internal / statutory / cost / GST auditor of any of the units of Prasara Bharati in the last three years prior to FY 2022-23.  If Yes, then give details thereof (Name of the unit, nature of the assignment and FY under audit).	Yes / No
Whether any partner of the firm has retired from the services of PRASARA BHARATI in the last two years prior to FY 2021-22.  If Yes, then give details thereof (Name of such partner and date of retirement from PRASARA BHARATI).	Yes / No

Dr  
21/5/23

<p>Whether having experience in internal audit of Public Sector companies, especially service units during the last 5 years.</p> <p>If Yes, then give number of such assignment along with short brief thereof and <u>enclose stamped copy of completion certificate of assignment issued by PSU or Central / State Govt. Department.</u></p>	<p>Yes / No</p>
<p>The firm / any partner should not have been convicted in any disciplinary proceedings / criminal case by regulatory authority / court in connection with professional work. Bidder should not be in black list of any PSU or Central / State Govt. Department. Bidder to submit an undertaking in this respect.</p>	<p>Undertaking attached : Yes / No</p>
<p>The firm should have office in Delhi-NCR. (Complete address of the office along with the details of contact person and his phone number should be submitted on letter head of the Firm).</p>	<p>Complete Address and other details attached : Yes / No</p>
<p>Details of Bank for refund of EMD:</p> <p>Name of Account holder:</p> <p>Account number:</p> <p>Name of Bank:</p> <p>Name of Branch:</p> <p>IFSC code:</p>	



(enclose a copy of cancelled cheque)	
I/We have read all the terms and conditions of tender and accept them in full (Enclose a certificate of acceptance).	
(Signature) Seal	
<b>DECLARATION</b>	
I/WE DECLARE THAT THE INFORMATION SUPPLIED ABOVE IS CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.	

Signature and seal of Bidder:

Name:

Capacity /authority to sign:

Full address:

*Chr*  
21/5/23

**Annexure 11**

*[To be executed on plain paper and submitted along with bid/tender document  
for tenders 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 Deputy Director General(Finance), 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 (Services for Independent Internal Audit by hiring professionals), hereinafter referred as "Audit Services" and has floated a tender [Tender No. ADG (B&A)/PB/Accounts], hereinafter referred to as the "TENDER", and the BIDDER/ SELLER is willing to offer/ has offered the AUDIT SERVICES and the BUYER intends to award a contract / purchase order / work order for the AUDIT SERVICES 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 Organisation 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 INTERNAL AUDIT SERVICES 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:

#### **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

*Ch*  
45723

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.

## **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 authorised partner for providing the AUDIT SERVICES 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 Article 2.

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.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.



2.1.12 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.

### **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.

### **Article 4 - SANCTIONS FOR VIOLATIONS**

4.1 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:-

4.1.1 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.

4.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ 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.

4.1.3 To immediately cancel the CONTRACT, if already signed, without giving any compensation to the BIDDER.

4.1.4 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.

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 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.

4.1.9 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.

4.2 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.

4.3 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 INTEGRITY PACT.

## **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(s)) are:

Name:

Tel:

*Handwritten signature and date 25/12*

Address:

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 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.

#### **Article 6 - FACILITATION OF INVESTIGATION**

6.1 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.

#### **Article 7 - LAW AND PLACE OF JURISDICTION**

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

#### **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.

#### **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. In case BIDDER is unsuccessful 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.

*Dr*  
21/9/23

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.

10. The parties hereby sign this INTEGRITY PACT at \_\_\_\_\_ on \_\_\_\_\_.

(For & On behalf of the Prasar Bharati)

(For & On behalf of BIDDER)

(Office Seal)  
Seal)

(Office

Place: .....

Date: .....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



**Annexure 12**

&lt;&lt;To be submitted on the letter head of the Firm&gt;&gt;

**Financial Bid****Subject:** Notice Inviting Tender for Internal Audit of Accounts of Prasar Bharati for Head Office and its units**NIT Enquiry No:** ADG(B&A)/PB/Accounts

I/we hereby submit our Financial Bid for professional fees for undertaking appointment as Internal Auditor of <<Head office/Unit Name>> located at <<Address>> for appointment as Central Internal Auditor.

Particulars	Professional Fees (In Rs)
Internal Audit fees for undertaking appointment as Internal Auditor of << <u>Unit Name</u> >> located at << <u>Unit Address</u> >> or appointment as Central Internal Auditor.	
(In words: Rupees _____)	

1. The Internal audit fees quoted above is inclusive of TA/DA/Boarding/Lodging etc.
2. The Internal audit fees quoted above is exclusive of all applicable taxes.
3. Audit fees will be paid on submission of bill along with the Internal Audit Report.

We hereby agree with all the terms and conditions of the tender and we hereby undertake to abide by same.

Date:

Signature with seal of the firm

Place:

Name &amp; Full address

(Signature of Authorized Signatory)

