

**DOORDARSHAN NEWS : HQ
PRASAR BHARATI
(India's Public Service Broadcaster)
Tower –B, DD Bhawan,
Copernicus Marg
New Delhi – 110001**



**REQUEST FOR PROPOSAL
(RFP)**

**HIRING OF VEHICLES FOR 24X7 TRANSPORT SERVICES ON DAILY/MONTHLY
BASIS (30/31 DAYS) FOR DD NEWS FOR A PERIOD OF TWO YEARS,
EXTENDABLE FURTHER FOR TWO YEARS ON SATISFACTORY
PERFORMANCE .**

2022- 2024

RFP No. DDN-5(503)/2019-20-G-Part-I

Hiring of Vehicles for 24x7 Transport Services on Daily/Monthly Basis (30/31 days) for DD News.

Tender Reference Number: **DDN-5(503)/2019-20-G-Part-I**

BID DUE DATE AND TIME FOR BID SUBMISSION	02/09/2022 AT 1500 HOURS
BID DUE DATE AND TIME FOR BID OPENING	02/09/2022 AT 1530 HOURS

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1. ABBREVIATION

SI NO.	ABRIVIATION	FULL FORM
1.	BDS	Bids Data Sheet
2.	CPPP	Central Public Procurement Portal
3.	CVC	Central Vigilance Commission
4.	DP	Delivery Period
5.	DSC	Digital Signature Certificate
6.	EMD	Earnest Money Deposit
7.	GST	Goods and Service Tax
8.	GSTIN	Goods and Service Tax Identification Number
9.	GTC	General Terms &Conditions
10.	HSN/ SAC	Harmonized System Nomenclature / Service Accounting Code.
11.	IEM	Independent External Monitor
12.	IFB	Invitation for Bid
13.	INR	Indian Rupees
14.	IP	Integrity Pact
15.	ITB	Instructions to Bidders
16.	JV	Joint Venture
17.	L-1	Lowest Tender
18.	LPP	Last Purchase Price
19.	NEFT	National Electronic Funds Transfer
20.	PBG	Performance Bank Guarantee
21.	RTGS	Real Time Gross Settlement

2. CONTENT OF BID DOCUMENT

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3. INVITATION OF BIDS (IFB)

Bid Reference number: **DDN-5(503)/2019-20-G-Part-I** ,

dated: 11/08 /2022

Subject: Tender Document for Hiring of Vehicles for 24x7 Transport Services on Daily/Monthly Basis (30/31 days) for DD News .

Dear Sir/ Madam

- 3.1 On Behalf of Doordarshan News, Prasar Bharati, India's Public Service Broadcaster, digitally signed e-tenders are invited from eligible bidders in the prescribed bid proforma under two bid system for Hiring of Vehicles for 24x7 Transport Services on Daily/Monthly Basis (30/31 days) for DD News for a period of Two Years (Extendable further for two years on satisfactory performance of the agency), in complete accordance with the following details and enclosed Bid documents, as prescribed at Appendix B (Form 1 to 13) . The details of the tender is given below:
- 3.2 Bid Data Sheet: As per Clause 4.
- 3.3 Instructions to Bidders : As per Appendix A.
- 3.4 General Terms and Conditions: As per Appendix C.
- 3.5 Bid Evaluation Criteria : As per Appendix D.
- 3.6 Scope of Work and Technical Specifications: As per Appendix E.
- 3.7 Bid Security/Performance Security from any Indian Scheduled Commercial Bank only.
- 3.8 Bid Security/EMD/Bid Bond of Rs.24,30,855/- (Rupees Twenty Four Lakh Thirty Thousand Eight Hundred Fifty Five only) in the form of Demand Draft/ Pay Order favouring DDO, DD News, PBBCI, New Delhi.
- 3.9 Performance Security/PBG required at the rate of 10% of the Tender Value.
- 3.10 Performance Security shall be valid upto two months after completion of the Work/Contract.
- 3.11 Bids shall be submitted in electronic mode only as per the ITB; EMD/Bid Security have to be submitted in physical/net banking form by the bidder before the due date & time of the opening of the bid, and copy of the same shall also be uploaded along with the Technical Bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet(BDS).
- 3.12 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations.
- 3.13 A Nil deviation Certificate as mentioned in the Form-5 shall have to be essentially submitted by the Bidder along with the Technical Bid.
- 3.14 The Tender will be governed by the "Instruction to the Bidder" as per Appendix-A; "General Terms and Conditions" placed at Appendix-C and "Broad Scope of Work and Technical Specifications" at Appendix-E. The contract will be governed by Indian laws including the Indian Contract Act,

1872; Right to Information Act, 2005;; Prevention of Corruption Act, 1988; and Arbitration and Conciliation Act, 1996, etc, as amended from time to time. The contract will also be governed by General Financial Rules, 2017, Manual for procurement of goods and works 2017 and 2019, Delegation of Financial Power Rules and any other Financial, Vigilance, Security, Safety, Counter-trade and other Regulatory aspects, orders and guidelines of the Government on the subject of Public Procurement as amended from time to time in so far as they are applicable and not inconsistent with the conditions mentioned in the tender document.

- 3.15 Single Stage Two Bid Systems shall be followed for this tender. Bidders should take due care to submit tenders in accordance with Bid requirements as specified in clause of “Instruction to Bidders” (Appendix-A). Bid evaluation Criteria at Appendix-D shall be the basis for evaluation of tenders.
- 3.16 As per clause 171(1) of CGST Act, 2017 which relates to anti-profiteering measure, any reduction in rate of tax on any supply of goods and or services or both, the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- 317 Paying Authority: DDO, DD News, New Delhi.
Note:- The GST Compliant Invoices should have firm's GSTIN & Consignee GSTIN.
- 3.18 Prasara Bharati follows e-tendering Process, Bid shall be submitted only on <https://prasarbharati.eproc.in/> The responsive Bids shall be decided according to various aspects mentioned in ITB, GTC and Eligibility conditions mentioned in the Bid Document. Before the Bid submission, Bidders are advised to refer the help manuals and general FAQs provided in the E-procurement Portal regarding the e- tendering.
- 3.19 Clarification(s)/Corrigendum(s) if any shall also be available on referred above websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 3.20 EVALUATION METHODOLOGY: Price evaluation shall be as under: The “Schedule of Rates / Prices” quoted for monthly basis only (exclusive of extra KM or extra work) inclusive of GST shall be taken up for evaluation, on overall L-1 basis.
- 3.21 In case any cess on GST is applicable same shall also be considered in evaluation. For & on behalf of Prasara Bharati,

(Authorized Signatory)

Name: **Raj Deshmukh**

Designation: Deputy Director (Admin)

4. **Bid Date Sheet (BDS)**

4.1.1 Tender Inviting Authority	DD News
4.1.2 Name	Ms Raj Deshmukh, Dy. Director(Admin)
4.1.3 Tender Reference Number	DDN-5(503)/2019-20-G-Part-I
4.1.4 Place of availability of tender document	Procurement portal of Prasar Bharati https://prasarbharati.eproc.in/ Website of Prasar Bharati https://prasarbharati.gov.in https://ddnews.gov.in Central Public Procurement Portal http://www.eprocure.gov.in
4.1.5 Period of Tender	Two Years (Extendable further for two years on satisfactory performance of the Agency),
4.1.6 Tender Processing Fee	As per clause 5.1.7.
4.1.7 Earnest Money Deposit	Rs.24,30,855/- (Rupees Twenty Four Lakh Thirty Thousand Eight Hundred Fifty Five only)
4.1.8 Address to Send Pre-bid Queries	To be held on 18.08.2022. Written queries to be sent two days before pre-bid meeting for discussion to https://prasarbharati.eproc.in/
4.1.9 Nature of bid process	Two bid system (Technical Bid and Commercial Bid)
4.1.10 Broad scope of work	Look at Appendix E
4.1.11 Bid validity upto	02/09/2022
4.1.12 Date of publication of bid	11.08.2022
4.1.13 Last Date and time of submission of bid	02/09/2022 1500 Hours
4.1.14 Date and time of Opening of Technical Bid	02/09/2022 1530 Hours
4.1.15 Date and time of opening of commercial bid	To be Communicated
4.1.16 Address of Communication	The Deputy Director(Admin) Room 510, Tower B Doordarshan Bhawan Copernicus Marg, New Delhi PIN Code: 110001.
4.1.17 Paying Authority	DDO, DD News, New Delhi

Note: In case any date specified above happens to be a holiday, the next working day shall be implied.

5. Instructions to Bidders (ITB)**5.1 INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION**

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

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

Vendor for the Registration		
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- 5.1.8 To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Prasar Bharati e-Tendering Portal (<https://prasarbharati.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs.450/- plus 18% GST through online mode (netbanking/debitcard/credit card). Validity of Registration is one year.
- 5.1.9 Page Numbers shall be given on each and every paper/documents serially and uploaded in the technical bid.
- 5.1.10 Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as "0"(Zero).
- 5.1.11 To participate in bidding, bidders have to pay Tender Processing Fee as mentioned in the Para 4.1.7 through online mode (net banking/debit card/credit card).
- 5.1.12 The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- 5.1.13 The Bid Security/Earnest Money shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank, in favour of DDO, DD News, PB, BCI, New Delhi.
- 5.1.14 Bid Security/EMD shall be placed in a single sealed envelope superscripted with tender reference number and date of opening so as to reach The DDO, Room No.121, Tower A, Doordarshan Bhawan, Copernicus Marg, New Delhi -110001 before scheduled time on prescribed tender opening date. EMD received after Tender opening date and time shall be summarily rejected along with the corresponding Tender. Hard copy of any other tender document shall not be accepted. Soft copy of the EMD should be uploaded while submitting bids on e-tendering portal.
- 5.1.15 The successful Bidders will be required to furnish Performance Security Deposit within 07 days of placement of contract at the rate of 10% (Ten percent) of value of contract in one of the acceptable forms as per tender documents. Performance Security shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form.
- 5.1.16 Technical Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati's Tender Terms & Conditions, GST details and EMD etc.
- 5.1.17 The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of non-responsive Bids, Financial Bids

shall not be opened. The opening date of financial bid will be decided later on and same will be informed to eligible Bidders in advance.

- 5.1.18 Bidders are advised to submit written queries in advance of the Pre-Bid Meeting, addressed to <https://prasarbharati.eproc.in>. Form 12 can be used for this purpose. After the Meeting, The techno-commercial requirements may be revised, if considered necessary. After that no request/query will be entertained.
- 5.1.19 Prasar Bharati reserves the right to accept or reject any or all applications without assigning any reasons. Prasar Bharati also reserves the right to annul the tender process at any stage without assigning any reason.
- 5.1.20 If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through e-procurement portal of Prasar Bharati. The bidder shall upload the requisite clarification/documents within time specified by Prasar Bharati, failing which tender will be liable for rejection.
- 5.1.21 Prasar Bharati reserves the right to reject whose performance at ongoing Supply/ Work(s) is below par and usually poor and has been issued letter of restrain/temporary/permanent debarment by any office of Prasar Bharati, Government or Public Sector Undertaking of Enterprise (Rule 151, GFR 2017). Prasar Bharati reserves the right to verify the credential submitted by the Agency at any stage (before or after the award of the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then Prasar Bharati shall take the following action:
- 5.1.21.1 Forfeit the entire amount of EMD submitted by the firm.
- 5.1.21.2 The agency shall be liable for debarment from tendering in PrasarBharati, apart from any other appropriate contractual/legal action.
- 5.1.22 Bidders have to submit a GST Registration Certificate while uploading the tender.
- 5.1.23 Terms & Conditions given in Technical specifications will supersede for conflict with any terms & conditions given in Tender Document.-
- 5.1.24 The Authorized Employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

5.2 ONE BID PER BIDDER

- 5.2.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.
- 5.2.2 Alternative Bids shall not be considered.

5.3 COST OF BIDDING

- 5.3.1 The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, Prasar Bharati will in no case

be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.3.2 The Bidder shall not be entitled to hold any claim against Prasar Bharati for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

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

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

5.5.1 PART-I: "TECHNO-COMMERCIAL / UNPRICEDBID"

5.5.1.1 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.

5.5.1.2 'Bidder's General Information', as per 'Form-1' along with Copy of 'PAN' and 'GST' registration and Income Tax Returns and 'Bid Form', as per 'Form-2' along with annexures required.

5.5.1.3 Bidder should submit attested photocopies of Registration Certificates and valid permits to ply in Delhi in respect of minimum 36 taxi-cars (Wagon-R/Maruti-Celerio & similar segment etc.), AC Maruti Dzire/Toyota Etios and similar segment, A/c taxi-cars (Maruti Ciaz/Honda-Ciaz) and similar segment taxi-vans (Toyota, Innova & other similar segment) out of which atleast 19 cars must be under hatch back segment, 5 cars must be of Toyota-Innova or similar segment and remaining 12 cars must be under sedan/ Premium sedan segment, duly registered in Delhi with valid permits to ply in Delhi, in the firm's name as on or after **01/08/2019**.

5.5.1.4 The daily requirement for Day And Night shift will be around 72 vehicles. Tenderer should commit the maximum number of taxi-cars and or taxi-vans he shall supply under the proposed contracts, in the case he is finally selected. The parties quoting below the range of 72 vehicles per day will not be considered.

5.5.1.5 DD News reserves the right to increase or decrease the quantity of vehicles as per requirement.

5.5.1.6 Bidders shall provide proof of at least 50% percent fleet ownership and 50% percent driver on their rolls by providing details of Vehicle Registrations and details of drivers along with the documents of the drivers.

5.5.1.7 Attested copies of proofs showing annual turnover to the tune of Rs.5 Crores (Rs. Five Crores Only) in last three years i.e. 2018-19, 2019-20 and 2020-21.

5.5.1.8 Attested copies of ITRs of last three consecutive years i.e. 2018-19, 2019-20 and 2020-21

- 5.5.1.8 Attested copies showing experience in successfully executing similar contracts with at least 3 PSUs and/or Govt. Departments/autonomous body/MNC/ reputed organizations during the preceding 3 years and have also executed one single similar contract (providing vehicles 24X7) of value Rs 4 Cr.(Approx.) in the year 2020-21.
- 5.5.1.9 Attested copy of proof of having office in Delhi.
- 5.5.1.10 Attested copies of EPF and ESI Registration Certificates of Drivers along with latest challans.
- 5.5.1.11 Scanned copy of EMD
- 5.5.1.12 Copies of documents required as per 'Form -4' along with filled in check list as in 'Form 4' .
- 5.5.1.13 Nil deviation Certificate as per 'Form-5'.
- 5.5.1.14 Bidders past supplies data as per 'Form – 6' along with relevant documents scanned and attached.
- 5.5.1.15 Declaration regarding Holiday/Banning, in 'Form-7'.
- 5.5.1.16 'Letter of Authority' on the Letter Head, as per 'Form-8'.
- 5.5.1.17 E-Banking Mandate form as per 'Form – 9'.
- 5.5.1.18 Proof of 50% fleet ownership and 50% drivers on payroll as per 'Form – 10'. Also attach relevant documents.
- 5.5.1.19 Integrity Pact as per Form 11 (if applicable) (for estimated contract value of Rs. Two Crores or more) duly filled and signed.
- 5.5.1.20 Instructions to Bidders (ITB) duly signed in on each page.
- 5.5.1.21 General Terms and Conditions (GTC) duly signed on each page.
- 5.5.1.22 Scope of Work and Technical Specifications duly signed on each page.
- 5.5.1.23 Income Tax Returns for preceding 3 years i.e. 2018-19, 2019-20 & 2020- 21
- 5.5.1.24 Any other information/details required as per Tender Document.

5.5.2 PART-II: Price Bid/Commercial Bid

(As per the Tender, the reference of the Schedule of Rate may be specified here)

COMMERCIAL BID

Rates for hiring of Vehicles on monthly/ daily/ hourly basis

S.No	Description of items	Unit	Rate(Rs.)- exclusive of taxes	
1.	Rate For Hatch back cars			
1.1	Monthly fixed charges for hatchback cars of seating capacity 4+1	Per month		
	capacity like Wagon R& equivalent capacity A.C.			
	vehicle (not less than 990 CC) should be Diesel/ CNG/petrol Driven			
	Car for 12 hours & 2000 Km on monthly basis.			
1.2	Rates for extra KMs for operation of the Hatchback / similar	Per KM		
	Daily/ Hourly Basis		<u>Non AC</u>	<u>AC</u>
	<ul style="list-style-type: none"> • 4 Hrs/ 40 KMs • 8 Hrs/ 80 KMs • 12 Hrs/ 120 KMs • Extra KMs/ Hours 			
1.3	<u>Outstation Charges</u> Per Kms(on plain) Per Kms(on hills) Night halt charges per night Minimum charges Per day, if any			
2	Rates For Sedan Cars			
2.1	Monthly fixed charges for sedan like Maruti- Dzire/ Toyota-Etios	Per Month		
	& equivalent capacity should be AC (not less than 1200 CC)			
	CNG/ Diesel/ petrol driven for 12 hours & 2000 Km on monthly basis.			
2.2	Rates for extra KMs for operation of the Sedan like Maruti- Dzire/ Toyota-Etios similar capacity	Per KM		
	Vehicle beyond stipulated limit of KMs.			

	Daily/ Hourly Basis <ul style="list-style-type: none"> • 4 Hrs/ 40 KMs • 8 Hrs/ 80 KMs • 12 Hrs/ 120 KMs Extra KMs/ Hours		<u>Non AC</u>	<u>AC</u>
2.3	<u>Outstation Charges</u> Per Kms(on plain) Per Kms(on hills) Night halt charges per night Minimum charges Per day, if any			
3	Rates For Premium Sedan Cars			
3.1	Monthly fixed charges for Premium Sedan like like Maruti Ciaz/ Honda City or	Per Month		
	& equivalent capacity should be AC (not less than 1400 CC)			
	CNG/ Diesel/ petrol driven for 12 hours & 2000 Km on monthly basis.			
3.2	Rates for extra KMs for operation of the Premium Sedan like like Maruti Ciaz/ Honda City or	Per KM		
	Vehicle beyond stipulated limit of KMs.			
	Daily/ Hourly Basis <ul style="list-style-type: none"> • 4 Hrs/ 40 KMs • 8 Hrs/ 80 KMs • 12 Hrs/ 120 KMs Extra KMs/ Hours		<u>Non AC</u>	<u>AC</u>
3.3	<u>Outstation Charges</u> Per Kms(on plain) Per Kms(on hills) Night halt charges per night Minimum charges Per day, if any			
4	Rates For SUV Cars			
4.1	Monthly fixed charges for SUV like Innova /Bolero/Safari &	Per Month		
	& equivalent capacity should be AC			
	CNG/ Diesel/ petrol driven for 12 hours & 2000 Km on monthly basis.			
4.2	Rates for extra KMs for operation of the SUV like Innova /Bolero/Safari & similar capacity.	Per KM		
	Vehicle beyond stipulated limit of KMs.			

	Daily/ Hourly Basis <ul style="list-style-type: none"> • 4 Hrs/ 40 KMs • 8 Hrs/ 80 KMs • 12 Hrs/ 120 KMs Extra KMs/ Hours		<u>Non AC</u>	<u>AC</u>
4.3	<u>Outstation Charges</u> Per Kms(on plain) Per Kms(on hills) Night halt charges per night Minimum charges Per day, if any			
5	Rates For Tempo Traveler (Only rates are required)			
5.1	Monthly fixed charges for Tempo Traveler 15+1 equivalent capacity should be AC CNG/Diesel Driven for 12 hours & 2000 KM on monthly basis.	Per Month		
	& equivalent capacity should be AC			
	CNG/ Diesel/ petrol driven for 12 hours & 2000 Km on monthly basis.			
5.2	Rates for extra KMs for operation of the Tempo Traveler	Per KM		
	Daily/ Hourly Basis <ul style="list-style-type: none"> • 4 Hrs/ 40 KMs • 8 Hrs/ 80 KMs • 12 Hrs/ 120 KMs Extra KMs/ Hours		Non AC	AC
5.3	<u>Outstation Charges</u> Per Kms(on plain) Per Kms(on hills) Night halt charges per night Minimum charges Per day, if any			

Declaration:

1. Vehicles as indicated in the bid document are reserved by the Service Provider to be exclusively utilized by DD News.
2. Agency will make arrangement for any change in demand of vehicles on a daily basis upto 25% of the total vehicles.
3. There is only a uniform rate quoted by for all vehicles that can be utilized by DD News during day or night shift, as per their requirement.
4. There will not be any extra charges for vehicles plying in night shift.

5. For the vehicles going for outstation trips, we the service providers will make arrangements for stay, TA and DA of the driver, and nothing will be charged extra from DD News.

Place: New Delhi

[Signature of Authorized Signatory of Bidder]

Date: 02.08.2022

Name: Raj Deshmukh

Designation: Deputy Director (Admn.)

Seal

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- 5.6 All GTC attached with the "Invitation to Tender" are sacrosanct for considering any offer as a complete offer. It is therefore important that all documents duly completed and signed are returned with the Bidder's offer.
- 5.7 DD News shall have all right to ignore any offer which fails to comply with the above instructions.
- 5.8 The Bid shall be submitted online not later than the time specified in the tender document, or on the notified date of closing of the tender. Offers sent through any mode other than uploading on e-procurement portal of Prasar Bharati will not be accepted.
- 5.9 Any change in quotation after opening of tender will not be considered. Bidders must ensure that all the documents / files uploaded on e- procurement portal are in order and legible in all respect. Prasar Bharati will not be responsible for any documents / files illegible or corrupted due to any disruption/ technical snag of internet service being used by the bidders.

5.10 VAGUE AND INDEFINITE EXPRESSION

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

5.10.1 VALIDITY PERIOD OF OFFER

- 5.10.1.1 The Tender shall be valid for acceptance for the period as indicated in the "Invitation to Bid"(herein after referred to as validity period) and shall not be

withdrawn on or after the opening of tenders till the expiry of the validity period or any extension thereof.

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

5.10.1.3 The Bidders will undertake not to modify the tender conditions during the validity period or any extension thereof.

5.11 OPENING OF TENDERS

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

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

5.11.3 PRICES FOR BIDDERS

Bidders are to quote in INR only.

5.12 VARIATION OF QUANTITIES

After the award of the contract, DD News, PB, BCI, New Delhi shall have the right to decide on the quantity of hiring of each type of vehicles on a daily basis, depending on the requirement and situation. The tendered quantity can be increased or decreased by 25% each time vehicles are ordered on a daily basis, if warranted.

5.13 OPTION CLAUSE:

DD News reserves the right to increase/decrease the ordered quantity of vehicles on daily basis by up to 25 (Twenty Five) per cent, for the contract period of till the extended contract period), by giving reasonable time period to the supplier to meet the same.

5.14 TAXLIABILITY

5.14.1 The Bidder shall entirely be responsible for all taxes, duties, license fees, etc., incurred.

5.14.2 Payment of toll taxes incurred by the bidder shall be paid by DD News on a monthly basis on production of the toll tax receipts.

- 5.14.3 Payment of CGST/SGST/UTGST/IGST and all other applicable taxes (on ultimate products and Services) and Custom Duty, as applicable on the closing date of tender will be to Service Provider's account. In the case of "Two Bid" system where revised price bids are permitted after technical discussions, payment of these charges as applicable on closing day of revised price bids will be to Service Provider's account. Any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Organization on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.
- 5.14.4 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) to enable Prasar Bharati to avail Input Tax Credit (ITC). Further, returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.
- 5.14.5 If input tax credit (ITC) with respect to GST (CGST & SGST/UTGST or IGST) which normally shall be available to Prasar Bharati, is not available, for any reason, which is not attributable to Prasar Bharati, then Prasar Bharati shall not be obliged or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) charged in the invoice(s) and shall be entitled to/ deduct/ setoff/ recover the such GST (CGST & SGST/UTGST or IGST) thereupon together with all penalties and interest if any, against any amounts paid or payable by Prasar Bharati to Supplier/Vendor.
- 5.14.6 The rates and prices quoted by the Bidders shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

5.15 ELIGIBILITYCRITERIA

- 5.15.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices.
- 5.15.2 The Bidder is not put on 'Holiday' by Prasar Bharati or any of the Government departments, Public Sector or banned/blacklisted by Government Department/ Public Sector on the due date of submission of bid. Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid along with the Bid Security, if any, will be returned immediately to the Bidder.
- 5.15.3 Bidder should meet experience and other criteria, as specified in Appendix-D.

5.16 SCOPE OF SUPPLY OF SERVICES:

The delivery of the services for transport facilities on 24x7 basis is required in DD News as stated in “Invitation to Bid” on terms specified in the description of “Scope of Work and Technical Specifications” mentioned at Appendix-E , subjected to the terms “General Terms and Conditions” at Appendix-C.

5.17 CONSIDERATION OF OFFER IN FULL OR IN PART

This Organization may reject/accept or prefer any tender without having to assign any reason whatsoever.

5.18 SPECIFICATIONS

5.18.1 If this Organization finds that services supplied are not of correct quality, quantity and are not according to required specifications or are not satisfactory owing to any reason of which the Organisation will be the sole judge, the Organisation will be entitled to cancel the contract and meet the requirement from the open market at the risk and cost of the supplier/contractor, reserving always to itself the right to forfeit the security deposit placed by the supplier/contractor for fulfillment of the contract.

5.19 BIDSECURITY/EARNESTMONEY/SECURITY DEPOSIT/PERFORMANCEBOND:

5.19.1 **Earnest Money** :The bidders must submit Earnest Money on or before the last date & time of submission of bid in the form of FDR, NEFT(Bank details to be given), Bank Draft or Bank Guarantee of any Scheduled Commercial Bank in India in case of Indian supplier or Bank Guarantee/Demand Draft in equivalent Indian currency from a Scheduled Commercial Bank in favour of DDO, DD News , New Delhi or in lieu thereof bid bond in the enclosed Proforma at Form - 3 from a Scheduled Indian Commercial Banks for the amount-specified in Para 3.7 of “Invitation to Bid. The bid bond should initially be valid up to 45 days beyond the period of Bid validity (except for the Demand draft whose validity should be 90 days).

5.19.2 Offers without Earnest Money/Bid Security will be ignored. Offers with Earnest Money/Bid Security deposited of shorter validity will also be ignored:-

5.19.3 The Earnest Money of unsuccessful bidders will be returned on finalization or after the award of the Tender to the Lowest Bidder (L1), and the earnest money of the successful bidder will be returned on receipt of requisite Security Deposit/Performance Bond.

5.19.4 **FORFEITURE OF EMD**: The Earnest Money/Bid Bond deposited by the Bidder shall be forfeited by this Organization in the following events:

5.19.4.1 If tender is withdrawn during the validity period or any extension thereof;

- 5.19.4.2 If Bid is amended or modified unsolicited, during the validity period or any extension thereof;
- 5.19.4.3 If a Bidder, whose tender has been accepted, fails to furnish Security deposit, performance bank guarantee within 07 days of the receipt of order/ advance order/ letter of intent;
- 5.19.4.4 In case of tenders in which only a single bidder qualifies or in cases of procurement on PAC basis, if the Bidder decides at any stage not to participate further in the tender but in spite of withdrawing on his own, he deliberately delays the tendering process to let the validity period expire;
- 5.19.4.5 If, the bidder is not earnest about their bid, and withdraws it before the completion of Technical Evaluation against the accepted specification, at the time of bidding and before the validity period or any extension thereof;

5.20 **SECURITY DEPOSIT/ PERFORMANCE BOND.**

The successful bidder, within 07 days of the receipt of order/advance order/letter of intent, will be required to send Security Deposit in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bank Guarantee from an Indian Scheduled Commercial Bank favour of DDO, DD NEWS, NEW DELHI for the amount as indicated in "Invitation to Bid".

5.21 **PAYMENT TERMS**

- 5.21.1 Term of payment shall be within 30 days of submission of bills.
- 5.21.2 Schedule of Payments:100% Payment will be made on a monthly basis (unless otherwise specified) based on bills submitted and received at DD News.
- 5.21.3 DD News will only pay GST for the services availed.
- 5.21.4 The daily dead mileage will not be allowed more than 10 Kms. both ways.
- 5.21.5 The rate applicable to a particular slab shall be payable if a vehicle exceeds either the duration or the kilometers of the previous slab.
- 5.21.6 Parking and Toll Tax shall be paid on the spot by the concerned transporter(s) (through their drivers) and the same shall be reimbursed to the Concerned transporter(s) on monthly basis as per actual by the Doordarshan News.
- 5.21.7 Any upward revision in the fuel prices by the Government shall be compensated by the formula of enhancement of the hire charges by an amount equivalent to one-third of the slab rate multiplied by the percentage hike in the average price of the 3 kinds of fuels, i.e., Petrol, Diesel and CNG, as and when the average price of these 3 fuels increases by a minimum of 20% over the previous average price. Any downward revision in the prices shall also be dealt-with similarly

5.22 **UNSOLICITED POST TENDER MODIFICATION**

- 5.22.1 In case certain clarifications are sought by this Organization after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought.
- 5.22.2 Any bidder who modifies his bid(including a modification which has the effect of altering the value of his offer) after the closing date without specific reference by this Organization shall render the bid liable to be ignored and rejected without notice and without further reference to the bidder.
- 5.22.3 Canvassing in any form by the bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the bidder.
- 5.23 **EVALUATION/ SCRUTINY OF BIDS** - In evaluation of the techno-commercial bid, conformity of the eligibility/qualification, technical and commercial conditions of the offered goods to those in the bid document is ascertained. Technical requirement, incorporated in the Appendix-E of tender documents will also be considered in the manner indicated therein. Evaluation will be based only on the conditions included in the tender document.
- 5.24 **SIGNING OF AGREEMENT**
- 5.24.1 DD News will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to DD News.
- 5.24.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in a Performa on a 'Non-judicial Stamp Paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for appropriate action as per tender provisions.
- 5.24.3 If the Bidder or any Employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the employee of DD News, or alternatively, if any relative of an employee of Prasar Bharati has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 5.24.4 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of DD News.
- 5.25 **EMPLOYMENT BY FIRMS TO OFFICIALS OF THIS ORGANISATION** - Firms/Companies who have or had business relations with the Organization are advised not to employ serving employees of this Organization without its prior

permission or within the initial one year period after the retirement/resignation/severance from the service without specific permission of this Organization. This Organization may decide not to deal with such firms who failed to comply with the above advice.

- 5.26 **CANCELLATION /RESCISSION** - The Bidder shall be liable to pay compensation for any loss or damage to DD News resulting from any cancellation/rescission due to the reasons attributable to the Bidder and the DD News shall be entitled to deduct the amount so payable from the amount due to the Bidder.

6. Forms

Appendix B

3.8 Form 1 - Bidder's General Information

To,

The Deputy Director(Admin)

DD News, New Delhi

Subject: FORM 1 of Tender Reference Number –

Dear Madam/Sir,

Sl No		Furnish Details Here
1.	Bidder's Name	
2.	Number of Years in Operations	
3.	Address of Registered office	
4.	Bidder's Communication Address	
5.	Telephone Numbers	
6.	Website (if available)	
7.	Name and Designation of Contact Person	
8.	ISO Certification {Furnish Details}	
9.	Banker's Name	
10.	Branch	
11.	Branch IFSC Code	
12.	Bank Account Number	
13.	PAN Number {Enclose Copy}	
14.	GST Number	

	{Enclose Copy of Certificate}		
15.	Company Registration Number		
16.	Type of Entity	Corporate/Non-Corporate {If non-Corporate, furnish documentary evidence)	
17.	Whether Bidder is related to any employee of Prasar Bharati?	Yes/No {If Yes, furnish details of the related employees in a list form}	
18.	Annual Turnover of the Firm in 2018-19, 2019-20, 2020-21 {Enclose copies of details}		
19.	Whether worked for Government, PSU in the last three years?		
20.	If answered Yes in row 19, furnish details of the same. {Enclose copies of the work orders and Satisfactory work done}	Government/PSU/Firm	Year
21.	Whether Income Tax Return for FY 2018-19, 2019-20 & 2020-21 filed? {Furnish copies of returns filed}		

Place: [Signature of Authorised Signatory of Bidder]

Date: Name:

Designation:

Seal

Appendix B

6.2 Form 2 – Bid Submission Form and Agreement

To,

The Deputy Director(Admin)

DD News, New Delhi

Subject: FORM 2 of Tender Reference Number –

Dear Madam/Sir,

After examining/reviewing the Bidding Documents for the tender numbered _____ dated _____ including "Scope of Work and Technical Specifications" , "General Term Conditions [GTC]" etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the job in conformity with the said Bid Documents, including Addenda /Corrigenda numbered _____.

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

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

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

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

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

Place: [Signature of Authorised Signatory of Bidder]

Date: Name:

Designation:

Seal

Appendix B

6.3 Form 3 – Proforma for Bank Guarantee for Bid Bond/EMD

Appendix B

6.4 Form 4 – Check List

Form 4				
(Check List)				
Tender Reference No.				
Tender Name				
Tender Date				
Bidder Related				
GROUP A				
1.	Name of Bidder			
2.	Address of Bidder			
3.	GSTIN of Bidder			
4.	Whether tender processing fees paid	Yes/No		
5.	Whether ITR FY2020-21 submitted?	Yes/No		
6.	Whether ITR FY2019-20 submitted?	Yes/No		
7.	Whether ITR FY2018-19 submitted?	Yes/No		
8.	Annual Turnover 2020-21	Rs.		
9.	Annual Turnover 2019-20	Rs.		
10.	Annual Turnover 2018-19	Rs.		
Bid Related				
GROUP B				
Sl No.	Checklist	Requirement	Compliance	Remark
1.	Appendix B - Form 1	Form to be submitted duly signed along with annexures as per the form requirements	Yes/No	
2.	Appendix B – Form 2	Form to be submitted duly signed	Yes/No	
3.	Appendix B – Form 3	Scanned copy duly attested	Yes/No	
4.	Appendix B – Form 4	Filled in Checklist	Yes/No	
5.	Appendix B – Form 5	Duly signed and submitted	Yes/No	
6.	Appendix B – Form 6	Duly filled in and duly signed proforma along with required	Yes/No	

		documents		
7.	Appendix B – Form 7	Form to be submitted duly filled in a duly signed	Yes/No	
8.	Appendix B – Form 8	LOA to be submitted duly signed	Yes/No	
9.	Appendix B – Form 9	Form duly signed to be submitted	Yes/No	
10	Appendix B – Form 10	Duly filled in form and duly signed along with the required documents	Yes/No	
11	Appendix B – Form 11	Duly filled in and duly signed agreement copy.	Yes/No	
12	Appendix B – Form 12	Bidders queries to be raised separately and sent on email as given in the bid document	NOT REQUIRED	
13	Appendix B – Form 13	PBG to be submitted at a later stage if selected	NOT REQUIRED	
14	ITB in Appendix A	All pages of ITB to be duly signed and submitted	Yes/No	
15	GTC in Appendix C	All pages of GTC to be duly signed and submitted	Yes/No	
16	SCOPE OF WORK AND TECHNICAL SPECIFICATION as in Appendix E	All pages of Appendix E to be duly signed and submitted	Yes/No	
Technical				
GROUP C				
SI No	Checklist	Compliance	Remarks	
1.	Whether Technical Bid and Commercial Bid filled in and Submitted	Yes/No		
2.	Have the rates and prices checked thoroughly before signing	Yes/No		

3.	All Prices that are quoted should be exclusive of GST or other taxes or other fiscal instruments. Whether rates quoted are exclusive of GST?	Yes/No	
4.	Whether the offer has been signed indicating the full name?	Yes/No	
5.	Has the tender been prepared in sufficient detail/clarity?	Yes/No	
6.	Whether there is 50% fleet ownership?	Yes/No	
7.	Whether you have 50% drivers required, in your payroll?	Yes/No	
8.	Whether there is conformity in the make, type and number of vehicles offered with the Technical Specifications in Appendix E	Yes/No	

Appendix B

6.5 Form 5 - NIL DEVIATION CERTIFICATE

NIL DEVIATION CERTIFICATE

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

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

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

Appendix B

6.6 Form 6 – Bidders Past Supplies of Services related Proforma

(FORM-7)					
BIDDERS PAST SUPPLIES PROFORMA					
S.No	Name & address of the client	Period from	Description detail in	Total quantity supplied	Remarks

Please attach work orders and work experience certificates of each of the above firms/agencies to which the transport services has been provided in the past.

Appendix B

6.7 Form 7 – Declaration regarding Holiday/Banning and liquidation, court receivership

To,

The Deputy Director(Admin),

DD News, New Delhi.

Subject: Tender Reference Number _____ Dated _____

Dear Madam/Sir,

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

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

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

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

Place: [Signature of Authorised Signatory of Bidder]

Date: Name:

Designation:

Seal

Appendix B

6.8 Form 8 – Letter of Authority

LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'/ Subsequent 'Negotiations']

Ref:

Date:

To,

**The Deputy Director(Admin)
DD News, New Delhi**

SUBJECT: Tender Reference Number _____

Dear Madam/Sir,

I/We, _____ hereby authorize the following representative(s) for attending any meetings viz. 'Un-priced Bid Opening', 'Price Bid Opening' or any subsequent 'Negotiation', 'Correspondence' or 'Communication' against the above bidding documents;

[1] Name & Designation

Signature

[1] Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation

Signature

[2]Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorised Signatory of Bidder]

Date:

Name:

Designation:

Seal

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to DD News.

Appendix B

6.9 Form 9 – E-Banking Mandate Form

E-Banking Mandate Form

(To be issued on Bidder letter head)

1. Bidder/customer Name:
2. Bidder /customer Address:
3. Bidders' e-mail id:
4. Particulars of bank account:
 - a) Name of Bank:
 - b) Name of branch:
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/savings etc.)
 - g) Account Number:
 - h) IFSC of the bank branch:
 - i) 9 digit MICR code:

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

(Signature of Bidder)

Appendix B

6.10 Form 10 – Self Certification of 50% Fleet Ownership and 50% Drivers on Payroll

Details of the Vehicles

S.No	Make & Model	Vehicle Type	Registration Number & Date	Validity of Permit to ply in Delhi

Please attach the photocopies of the Registration Certificates Delhi Permits duly Self-Attested.

Appendix B

6.11 Form 11 – Integrity Pact

[To be executed on plain paper and submitted along with bid/tender document for Bidders having a value of Rupees two crores or more.]

To be signed by the Authorized Signatories of the Bidders and PrasarBharati

Integrity Pact

This pre-bid pre-contract Agreement, hereinafter called the INTEGRITY PACT, is made on this day of the month of _____, 2021

BETWEEN

CEO, Prasar Bharati (Broadcasting Corporation of India), Prasar Bharati House, Copernicus Marg, New Delhi 110001 acting through Deputy Director(Admin), DD News, New Delhi, 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 _____ acting through

, 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 of Transport Facilities on 24x7 basis for local and outstation travel of staff/employees, hereinafter referred as “Tender

for Hiring of 24x7 Transport Facilities for DD News on Daily/Monthly Basis” and has floated a tender [Tender Reference No. _____, hereinafter referred to as the “TENDER”, and the BIDDER/ SELLER is willing to offer/ has offered the services and the BUYER intends to award a contract / purchase order / work order 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 to execute the CONTRACT in 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 Services of 24x7 Transport Facilities for DD News on Daily/Monthly basis at a competitive price in conformity with the defined specifications by avoiding the high cost and distortionary impact of corruption on public procurement,

And

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

And

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

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

1. **Article 1 – COMMITMENTS OF THE BUYER**

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

2. Article 2 - COMMITMENTS OF THE BIDDER

- 2.1 The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding or during any pre- contract or post-contract stage in order to secure the CONTRACT or in furtherance to secure it and in particular commits himself to the following:-
 - 2.1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official or family member of the BUYER, connected directly or indirectly with the Bidding 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 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.
- 2.1.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.1.7 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.
- 2.1.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.1.9 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.
- 2.1.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an official of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 2.1.11 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.

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

- 3.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this INTEGRITY PACT with any other company in any country in respect of any corrupt practices envisaged hereunder

or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the TENDER process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, he can be disqualified from the TENDER process or the CONTRACT, if already awarded, can be terminated for such reason.

3.3 If the BIDDER can prove that he has resorted/ recouped the damage caused by him and has installed suitable corruption prevention system, the BUYER may, at his own discretion, as per laid down organisational procedures, revoke the exclusion prematurely.

4. Article 4 - SANCTIONS FOR VIOLATIONS

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 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

4.1.5 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.

4.1.6 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.

4.1.7 The BUYER will be entitled to take all or any of the actions mentioned at Paras 4.1.1 to 4.1.6. 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.

4.1.8 The decision of BUYER to the effect that a breach of the provisions of this INTEGRITY PACT has been committed by the BIDDER shall be final and

conclusive on the BIDDER. However, the BIDDER can approach the IEM(s) appointed for the purposes of this INTEGRITYPACT.

5. Article 5 - LAW AND PLACE OF JURISDICTION

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

6. Article 6 - OTHER LEGAL PROVISIONS/ACTIONS

- 6.1** 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.
- 6.2** 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.
- 6.3** 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 INTEGRITYPACT.

7. Article 7 –VALIDITY

- 7.1** The validity of this INTEGRITY PACT shall be w.e.f. the date of its signing and will remain effective till the completion the CONTRACT to the satisfaction of both the BUYER and the BIDDER. For unsuccessful BIDDERS at the tendering / pre-contract stage, this INTEGRITY PACT shall expire after six(06) months from the date of signing of the CONTRACT.
- 7.2** 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.
- 7.3** 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.
- 7.4** The parties hereby sign this INTEGRITYPACT at _____ on _____.

(For and on Behalf of PB)

(For an on Behalf of Bidder)

(Office Seal)

(Office Seal)

Annexure B

6.12 Form 12 –Bidders Queries Format for Pre BID Meeting

Bidders in the following format may raise their queries and send it to rajdeshmukh.ddnews@prasarbharati.gov.in.

SL. NO.	REFERENCE OF BIDDING DOCUMENT			BIDDER'S QUERY	FOR THE USE IN OFFICE
	Clause No.	Page No.	Subject		

The reply to the queries may or may not be reflected as corrigenda/addenda to the Bid Document on the Website. Bidders must keep monitoring the websites prasarbharati.eproc.in for knowing the response to their queries.

Appendix B

6.13 Form 13 – Proforma of Bank Guarantee/Performance Bank Guarantee/Performance Security

(PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY)

(To be stamped in Accordance with Indian stamp Act)

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

Ref Bank Guarantee No.
.....

To,

The Deputy Director(Admin)
DD News
DoordarshanBhawan,
CopernicusMarg, New Delhi

Dear Madam/Sir,

- a. In consideration of PRASAR BHARATI ((India's Public Service Broadcaster), DG:DOORDARSHAN having its head office at India (herewith referred to as the Organisation which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees and having entered into a contract dated (hereinafter called "the contract" which expression shall include all the amendments thereto) on behalf of the PRASAR BHARATI with M/s _____ having its Head/ Registered office at _____ (hereinafter referred to the contractor which expression unless repugnant to the context having been executors and assigns) and the contract having been unequivocally been accepted by the contractor resulting in a contract bearing No. _____ dated _____ valued _____ at _____ Rs.

(Rupees

_____) (in words) for having agreed that the contractor shall furnish to the organisation Performance Guarantee for the faithful performance of the entire

contract to the extent of 3 % of the of the value of the contract

Rs
(Rupees)

_____) (in words). We _____ (Name of the Bank) having its registered office at _____, hereinafter referred to as "Bank" unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees, do hereby guarantee and undertake to pay immediately on first demand in writing, in Rupees as acceptable to the Organisation any and all moneys to the extent of Rupees _____ (Rupees _____) (In words), in aggregate at any time without any demur, reservations, recourse, contest or protests and /or without any reference to the contractor. Any such demands made by the Organisation on the Bank shall be conclusive and binding notwithstanding any difference between the Organisation and contractor or any dispute pending before any court Arbitrator or any other authority. We agree that guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Organisation in writing.

- b. The Organisation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor or vary the terms of the contract. The Organisation shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of power vested in them or of any right which they might at anytime in any manner, and either to enforce, or to forebear to enforce, any covenants contained or implied in the contract between the Organisation and the contractor or any other course or remedy or security available to the Organisation. The Bank shall not be released of its obligations under these presents by any exercise by the Organisation of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Organisation or any other indulgence shown by the Organisation or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.
- c. The Bank also agrees that the Organisation at its option, shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the contractor and notwithstanding any security or other guarantee that the Organisation may have in relation to the contractors liabilities.
- d. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e.

complete delivery of the material/equipment as the same is a condition of supply contract and all the dues of the Organization under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the Organization discharge this guarantee in writing.

- e. We further agree that as between us and the Organization for the purpose of this guarantee any notice given to us by the Organization that the money is payable by the contractor and any amount claimed in such notice by the Organization shall be conclusive and binding on us notwithstanding any difference between the Organization and the contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution, in the constitutions of the Organization that of the contractor. We also undertake not to revoke this guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.
- f. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. _____ (In _____ figure)(Rupees _____)(In words) in aggregate and it shall remain in full force upto and including 60 days after _____(Indicate the date of expiry of Guarantee/Warranty period) unless extended further, from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case it shall remain in full force upto the expiry of the extended period. Any claim under this guarantee must be received by us before the expiry of one year from _____ (indicate the date of expiry of Guarantee/warranty period) or before the expiry of one year after the expiry of extended period, if any. If no such claim has been received by us within one year after the said date/extended date, the right of the Organization under this guarantee will cease, However, if such a claim has been received by us within and up to one year after the said date/extended date, all the rights of the Organization under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
- g. The bank confirms that this guarantee has been issued with the approval of the appropriate Exchange Control, Rules and regulations of the country.
- h. We also agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts.

Dated this.....day ofAt
.....

(Signature)

(Full Name and Address of Official in Capital Letter)

(Designation with Bank Stamp)

Date:

Witness No. 1:

Signature

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

.....

Witness No. 2:

Signature

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

.....

INSTRUCTIONS(FOR FILLING UP BANK GUARANTEE FOR PERFORMANCE BOND)

- a. The Bank guarantee should be stamped in accordance with the stamp act.
- b. The non-judicial stamp paper should be in the name of the issuing bank.
- c. The bank also agrees that the Court of New Delhi India shall have exclusive jurisdiction.

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

Appendix C

7. GENERAL TERMS AND CONDITIONS (GTC)

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

- 7.1 “Applicable Law” means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.
- 7.2 “SERVICES” shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. The term ‘Service’ shall also include supply of goods / articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.
- 7.3 “SERVICE LEVEL AGREEMENT (SLA)” shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.
- 7.4 “Buyer” herewith represents DD News
- 7.5 “Service Provider” shall mean any legal entity such as firm /LPP/Private Ltd/Proprietorship etc providing service to the Buyer.
- 7.6 “Service Provider” shall be solely responsible for the Services including, quantity, quality of vehicles provided.
- 7.7 Buyer’s right of rejection: Buyer reserves the right to reject/partly reject services offered by the “Service Provider” if they do not match the quality and quantity to be offered as per the Contract.
- 7.8 No payment shall be made for rejected services. The penalty imposed in which case shall be in accordance with the penalty clause as per 9.35 of the bid documents.
- 7.9 Delivery Period: The delivery of vehicles shall be in time. Any failure to provide vehicles in stipulated time shall amount to non-delivery of the service and shall attract penalty as per clause 9.35 of the bid document.
- 7.10 Dispute resolution: In the event of any question, dispute or difference arising connection with the Contract, the Parties shall use their respective reasonable endeavour to settle any dispute amicably.
- 7.11 Any dispute by one Party to the other, the same shall be resolved through the mechanism of a Co-ordination Committee to be formed by the Buyer along with representatives from Buyer Department and Seller.

- 7.12 **ARBITRATION:** In the event of any question, dispute or difference arising under the terms and conditions of the contract, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by the Buyer. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- 7.13 The place for arbitration shall be at the place from where contract has been placed by the Buyer.
- 7.14 The contract shall be governed by the laws of India for the time being in force.
- 7.15 **Jurisdiction of Courts:** The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 7.16 **Limitation of Liability:** Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.
- 7.17 **One Bid per Bidder :**A Bidder shall submit only one bid in a particular bidding process.
- 7.18 **Fall Clause:**
- 7.18.1 The prices charged for the services supplied under the Contract by the Service Provider shall in no event exceed the lowest price at which the Service Provider sells the Services or offer to sell the Services of identical description to any person(s)/ organization(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the Contract period.
- 7.18.2 If at any time during the said period, the Service Provider reduces the rate of the service offered, or offers to reduce the rate of services offered to any person(s)/organization(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, below the rate chargeable under this Contract, he shall forthwith also notify such reduction to the Competent Authority, the Director General of DD News and correspondingly reduce the rate payable under the contract for the services supplied from the day the reduction comes to force.

Annexure D

8. BID EVALUATION CRITERIA (BEC):

- 8.1 Bids will be evaluated in two stages, Technical/Unpriced Bid Stage and thereafter Commercial/Priced Bid Stage.
- 8.2 All Bidders qualifying the Technical Bid Stage will move on to the next stage which is the Commercial Bid Stage.
- 8.3 The Bidders who do not qualify the Technical Bid Stage, their Commercial Bids will not be opened.
- 8.4 Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.
- 8.5 If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, DD News will determine the substantial responsiveness of each bidder to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non- responsive will be rejected by DD News.
- 8.6 DD News shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered **exclusive** of GST.
- 8.7 DD News reserves the right to counter offer price against price quoted by the bidder.

Annexure E

9. Scope of Work and Technical Specifications

- 9.1 DD News are looking for Service Providers/agencies/transporters who want to provide Transport Vehicles of various types like Hatchback, Sedan, Premium Sedan etc. to DD News on 24x7 basis.
- 9.2 The Service provider should possess a minimum 36 taxi-cars (Wagon-R/Maruti-Celerio & similar segment etc.), AC Maruti Dzire/Toyota Etios and similar segment) A/c taxi-cars (Maruti Ciaz/Honda-Ciaz) and similar segment taxi-vans (Toyota, Innova & other similar segment) out of which atleast 19 cars must be under hatch back segment, 5 cars must be of Toyota-Innova or similar segment and remaining 12 cars must be under sedan/ Premium sedan segment, duly registered in Delhi with valid permits to ply in Delhi, in the firm's name as on or after 01/08/2019.
- 9.3 Reputed transporters/ fleet owners HAVING BUSINESS IN Delhi in this field for last five (5) years should be capable to supply 72 vehicles(approx) per day
- 9.4 The tenderer should commit maximum number of taxi-cars and or taxi-vans that he shall supply under the proposed contracts, in the case he is finally selected. The parties quoting below the range of 72 vehicles per day will not be considered.
- 9.5 The travel/transport requirements of DD News shall include, inter-alia, picking-up and dropping of officers/shift-duty staff from and to their residences round-the-clock; travelling between office and the actual place of field duty/coverage's; transportation of coverage equipment; travelling between office and place of official meetings/conferences/seminars/functions etc; travelling to and from airports/railway stations; any other travel requirement including outstation travel requirements.
- 9.6 Bidders who have more than five years of experience in the field and have been providing Transport Services to Government Offices/PSUs/PSEs/Private Entities during last three years and have also executed one single similar contract (providing service 24X7) of value Rs 4 Cr.(Approx.) in the year 2020-21, having their registered office in Delhi can apply for the bid.
- 9.7 Bidders shall have average annual turnover to the tune of Rs. 5 Crores in last three years i.e. 2018-19, 2019-20 and 2020-21.
- 9.8 Bidders shall have provided 70% of the vehicles sought in the Tender for at least a year during the past three year to Government Entities or should have provided at least 50% of vehicles each to two different Government entities during the same period.
- 9.9 Payment to the Services provided shall be made on a monthly basis.
- 9.10 The contract between the Buyer and the Service Provider shall be valid for a period of two years, extendable for another two year on the satisfactory performance of the agency. DD News reserves the right to curtail or extend the validity of contract on the same rates, terms and conditions.

- 9.11 Only those Service Providers, who are based in Delhi and have a registered office in Delhi, and who fulfill the eligibility conditions mentioned in the bid document, shall be eligible to participate in the tendering.
- 9.12 Each tenderer shall be required to commit the requisite number of taxi-cars and/or taxi-SUVs along with drivers on payroll as sought in case he is finally selected.
- 9.13 The Service Provider shall also be required to provide additional vehicles up to 25% of the Contracted vehicles on any day on demand basis.
- 9.14 To ensure the safety of staff member's especially female, proper GPS system should be available in all the vehicles provided by the Service Provider as per the norms laid down by the Delhi Government from time to time. GPS data should be made available to DD News as and when required. An undertaking in this regard shall be given by the bidder(s) at the time of agreement.
- 9.15 All costs, damages or expenses, which the DD News may have paid or which under the contract the Service Provider is liable, are to be deducted and recovered by the DD News from money due or becoming due to the Service Provider from the DD News by action of law or otherwise from the Service Provider. In the event of recovery of the necessary extent becoming impossible, owing to in-sufficient security money and otherwise held amounts, the balance due to the DD News may be recovered in any manner the DD News may deem fit.
- 9.16 If the transporter is directly or indirectly, found to be involved in fraudulent and collusive practices they may be black listed for a period of up to 3 years. If the Service Provider fails to complete the work within stipulated period specified in the work order, they are liable to be debarred or black listed from participating in future tender of DD News for the period ranging from 1 to 3 years. In case tenderer amends/modifies/revised/withdraws the prices/price structure of the offer without the consent of DD News after the tender opening and during the period of validity of their offer (i.e.120 days), the Earnest Money in full or part deposited by them shall be liable to be forfeited or their offer is liable to be rejected. They shall also be debarred from participating in future tenders of DD News for a period upto 3 years and shall be placed under Black List.
- 9.17 The successful bidders shall meet the transport requirements of DD News round-the-clock, as per the requisitions made by the transport in-charge and/or any other officer authorized by DD News from time-to-time. The Service Provider shall always ensure punctual deployment of taxi-cars/taxi-vans to DD News as and when requisitioned by the transport-in-charge and/or any other officer authorized by DD News .
- 9.18 The Service Provider shall ensure that the Vehicles deployed on hire to the Doordarshan News are in excellent working condition, engine-wise as well as appearance-wise. The Concerned Transporter (s) shall also ensure that the speedometers of such Vehicles are in perfect working order and sealed. The

accuracy of meter reading should tally with the actual distance of run at any point of time and controlling / authorized officer shall have full power to check the meter for its correctness and to take action to recover the actual loss to Doordarshan News.

The following are also required:

- 9.18.1 All the drivers shall be in the payroll of the Service Provider.
- 9.18.2 The Drivers of the vehicles should be well dressed in Uniform.
- 9.18.3 The vehicle should be neat and clean every time and the quality seat covers should be maintained.
- 9.18.4 The transporter shall not employ any person/ driver who has not completed 18 years of age.
- 9.18.5 The contractor shall comply with all statutory provisions as laid down under various Labour Law/Acts/Rules like minimum wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other laws by the transporter, there will not be any liability on DD News .
- 9.18.6 The Driver should wear a proper Dress and the Vehicles should be neat and clean by changing the seat covers etc from time to time. If any time it is found that the Driver is not in the uniform/dress and the vehicle is untidy, penalty as mentioned will be imposed on the monthly invoice.
- 9.18.7 DD News will be under no legal obligation to provide employment to any of the personnel of the contractor after the expiry of the Contract period and the department recognizes no employer-employee relationship with the personnel deployed by the contractor / agency.
- 9.19 Any person who is in Government Service or an employee of DD News should not be associated with the transporter directly or indirectly in any manner whatsoever.
- 9.20 The transporter shall indemnify the DD News against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the transporter or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The DD News shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
- 9.21 The successful Transporter(s) shall ensure that all the drivers deployed in the hired Vehicles to the Doordarshan News have good knowledge of routes in Delhi and are well dressed in proper uniform, well trained, well behaved, punctual and possessing valid driving license, badge and mobile phone. The successful Transporter(s) shall further ensure that no such driver is under the influence of alcohol or any intoxicating drugs while on duty with the Doordarshan News. Only

experienced driver(s) with minimum 5 years' experience and valid driving license shall be provided.

- 9.22 Under no circumstances, a driver without valid license shall be allowed to drive the vehicle. The Service Provider has to undertake proper police verification for character antecedents of each driver and produce the same to DD News. The Service Provider should ensure that all security instructions issued by the Competent Authority from time to time are being followed.
- 9.23 The drivers shall not be entitled to any scheduled and/or fixed breaks for lunch, tea, dinner or any other refreshments. In other words, for such purposes, the drivers shall have to manage from within the time available in between any particular two journeys without causing inconvenience of any kind to the officer(s) concerned. Also, no mileage (extra) shall be allowed to the drivers for such purposes.
- 9.24 The Doordarshan News shall have the absolute right not to accept a particular driver without assigning any reason, whatsoever, to the Service Provider. The Service Provider on its/their part(s) shall be responsible to replace such a driver at once.
- 9.25 In case of any breakdown of a particular Vehicle deployed on hire to the Doordarshan News during the course of a particular journey, the Concerned Transporter (s) shall bear the actual cost incurred by the Doordarshan News to complete that particular journey by alternative means of equivalent standard. The Service Provider shall also be responsible to provide replacement of such broken-down Vehicles at once.
- 9.26 The Service Provider shall be fully responsible in case of any violation of traffic rules(s) by the drivers of the Vehicles deployed on hire to the Doordarshan News as also in the event of any loss, damage or accident involving such Vehicles. The Doordarshan News shall have no liability, whatsoever, in this regard.
- 9.27 The Service Provider shall be fully responsible for any loss, damage or injury to any person, their belongings and/or any equipment being transported by the Doordarshan News in the Vehicles deployed on hire.
- 9.28 The Service Provider shall ensure that each and every Vehicle deployed on hire to the Doordarshan News is covered by an appropriate comprehensive insurance policy.

9.29 Penalty-Clause:

- 9.29.1 In case, the Service Provider fails to deploy the actual number of Vehicles required by the Doordarshan News on a particular day/occasion, the Doordarshan News shall be free to make alternate arrangements of equivalent standard from other sources. The entire and actual cost incurred by the Doordarshan News on making such alternative arrangements shall be fully borne by the Service Provider without any reference to the hire charges applicable under the contract with him.

- 9.29.2 In case, full service or part of the service is rejected by the Buyer due to sub-standard quality on a particular day/occasion, Doordarshan News shall be free to make alternate arrangements of equivalent standard from other sources. The entire and actual cost incurred by the Doordarshan News on making such alternative arrangements shall be fully borne by the Service Provider without any reference to the hire charges applicable under the contract with him.
- 9.29.3 In case, a vehicle is delayed by more than 15 minutes, a penalty shall be levied at the rate of 200 percent of the hour rate for deployment for the delayed period, on pro rata basis, excluding force.
- 9.29.4 Penalty of Rs.1000/- will be imposed if the vehicle is untidy or the driver is not in uniform. If the driver is not in uniform and the vehicle is untidy then Rs 2000/- will be imposed for that particular vehicle.
- 9.29.5 In case the Service Provider fails to provide the vehicle on any day(s), the recovery @ double the awarded rate per day shall be effected from the running bills.
- 9.29.6 Safety Measures- Service Provider shall ensure that safety rules are observed to avoid any accident which may cause loss of life to Service Provider or DD News Staff and damage to DD News property. In case of violation of these Safety Instructions Safety Codes and applicable Act & Rules, which are necessary to ensure safety of men, material, environment and equipment, or Service Provider's willful failure to comply with the instructions of DD News , the latter shall impose a penalty of Rs.1500/- (Rs. Fifteen Hundred Only).
- 9.29.7 Maximum penalty that can be imposed shall not exceed 10% of the monthly charges for the Service Provided.
- 9.30 The successful bidder shall ensure that proper account of each journey made by the Vehicle deployed on hire to the Doordarshan News is maintained by the respective drivers and submitted to the transport-in-charge of the Doordarshan News at the end of a particular day. Log sheet of every vehicle should be certified by the actual users on daily basis.
- 9.31 The driver along with vehicle will have to report at place as desired by vehicle user 15 minutes before pre-intimated time.
- 9.32 In case, the vehicles are being hired on monthly basis including Sundays & holidays, the Service Provider will not change the driver / vehicle frequently to that particular user, unless change is requested by the user.
- 9.33 In case vehicle is not provided on any day, recovery as mentioned in penalty clause for not providing vehicle shall be recovered from vendor's bill.
- 9.34 The monthly fixed charges should be inclusive of all overhead charges like fuel, Lubricant, taxes, comprehensive insurance, payment to staff/drivers, vehicle maintenance, etc., if a vehicle is plying on monthly basis for 12 hours. However, if the vehicle is detained beyond 12 hours, extra charge per hour will be paid.

- 9.35 The Service Provider should have full knowledge of Indian Motor Vehicles Act and Rules made there under from time to time and Service Provider shall remain responsible for any lapse of not following such Rules during the tenure of contract.
- 9.36 The Service Provider shall make own arrangement for stay of his driver/staff. Service Provider will be responsible for all kinds of injuries or accident caused to his driver/staff and DD News will not be liable in this regard.

10 State-wise GSTINs of Doordarshan Kendras

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