

**PRASAR BHARATI**  
**DIRECTORATE GENERAL: DOORDARSHAN**  
**PURCHASE DIRECTORATE (ENGG.)**  
**DOORDARSHAN BHAWAN**  
**NEW DELHI – 110001**

File No: DDI/ContentEnhancement/Aug2023

Dated: 28/03/2024

**Notice Inviting Open e-Tender (NIT-41/2023-24)**

E-tenders are invited for and on behalf of Prasar Bharati, Doordarshan under two bids systems for Supply/Services of following service from reputed Indian bidders as detailed below:

Open e-tender notice no.	Brief Description	Qty.	Estimate Value including applicable taxes	Date of Opening	Earnest Money (Rs.)	Delivery Period
DDI/ContentEnhancement/Aug2023	Request for proposal (RFP) for providing live, packaged news bulletins and co-anchored bulletins from global locations	1 Job	Rs30,00,00,000/-	24.04.2024 at 13:00 hours	1,20,00,000/-	Period of 2 years, extendable by 1 year on satisfactory performance

Note:-1. The Tender Documents, Terms and Conditions for Request For Proposal (Rfp) For Providing Live, Packaged News Bulletins And Co-Anchored Bulletins From Global Locations and other details including amendments/changed can be viewed/ downloaded from website <https://prasarbharati.eproc.in>

2. Notice inviting Open e-tender is also available on Doordarshan website <https://doordarshan.gov.in/pbtenders> or from <https://eprocure.gov.in>

Signed by Rakesh Gupta

Date: 28-03-2024 11:15:16

Reason: Approved

Assistant Director (Engg.)

For Director General, Doordarshan

**PRASAR BHARATI**  
**DIRECTORATE GENERAL: DOORDARSHAN**  
**PURCHASE DIRECTORATE (ENGG.)**  
**DOORDARSHAN BHAWAN**  
**NEW DELHI- 110001**

**F.No. DDI/Content Enhancement/Aug2023**

**Dated: 27-03-2024**

**Notice inviting Open Tender (NIT-41/2023-24)**

**(A) GENERAL INSTRUCTIONS TO BIDDERS:**

1. The scope of work / Supply of stores to be tendered are available in the complete bid documents which can be viewed / downloaded free of cost from e-procurement portal of Prasar Bharati, <https://prasarbharati.eproc.in>, or from the website Prasar Bharati, [www.prasarbharati.gov.in](http://www.prasarbharati.gov.in) or CPP Portal <http://eprocure.gov.in>.
2. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed on the website <https://prasarbharati.eproc.in>
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.
4. All Corrigendum/Amendment/Corrections, if any, will be published on the website <https://prasarbharati.eproc.in>.
5. All documents / papers uploaded / submitted by the bidder must be in English and legible.
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. For helpdesk, please contact e-Tendering Cell and Help Desk Support on Monday to Friday Ph: 0124-4302033/36/37, [prasarbharatisupport@clindia.com](mailto:prasarbharatisupport@clindia.com). Bidder may contact the Service provider of e-procurement Portal, at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@clindia.com](mailto:vikas.kumar@clindia.com) or [prasarbharatisupport@clindia.com](mailto:prasarbharatisupport@clindia.com).
7. It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Prasar Bharati nor C I India Pvt. Ltd will be responsible for such eventualities.
8. The Bidders/ Vendors shall be charged the Processing Fees in accordance with the Estimated Cost of respective Tenders. The following are the charges to be paid by the Bidders /Vendors on the e-procurement portal:

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

9. If in case, for any particular Tender, Estimated Cost is unknown to Prasar Bharati, the Processing Fee would be Rs. 1150.00 + 18% GST
10. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Prasar Bharati e-Tendering Portal (<https://prasarbharati.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 450/- plus 18% GST through online mode (net banking/debit card/credit card). Validity of Registration is 1 year.

11. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
12. 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).
13. To participate in bidding, bidders have to pay Tender Processing Fee as mentioned in the Para 2.1.7 through online mode (net banking/debit card/credit card).
14. 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.
15. 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 PB, BCI, DG: DD, New Delhi. In case of EMD Exemption, letter along with NSIC Certificate for MSME in the concerned category of the Tendered items.(Ref Format "Form -3, MSME- Exemption") will be submitted
16. Bid Security/EMD shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach <Asstt. Director Engg. (Purchase)/Assistant Engineer (Purchase) in Room No.403, Directorate General: Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi>before scheduled time on prescribed tender opening date. EMD received after Tender opening date 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.
17. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups as recognised by Department of Industrial Policy & Promotion (DIPP) shall be exempted from payment in respect of cost of Earnest Money as per the Government instructions on the subject on submission of documentary evidence of valid Registration in the concerned category of the Tendered items.
18. The successful Bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of **5% (five percent)** of value of contract in one of the acceptable forms as per tender documents.(Ref: Circular-05/PP/2023 Dated 06/05/2023 issued by Procurement Policy Wing of Prasar Bharati).Performance Security shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form.
19. Technical Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati's Tender Terms &Conditions, GST details and EMD etc.
20. In case of payment through net-banking the money will be immediately transferred to Prasar Bharati's designated Account through NEFT/RTGS from any scheduled bank(s), the bidder will have to furnish the UTR Remittance Number(s) before submission of bid, payment details shall also be uploaded on e-procurement portal along with Bid. The payment of EMD through NEFT /RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to Prasar Bharati account before submission of bid.
21. The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of nonresponsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed to eligible Bidders in advance.
22. Bidders are advised to submit written queries in advance of the Pre-Bid Meeting. The Form # 13 can be used for this purpose. The Pre-Bid queries may also be submitted through e-procurement portal of Prasar Bharati. After the Meeting, the techno-commercial requirements may be revised, if considered necessary. After that no request/query will be entertained.
23. 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.
24. 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.
25. Prasar Bharati reserves the right to reject whose performance at ongoing Supply/ Work(s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any office of Prasar Bharati, Government or Public sector. (Rule 151, GFR 2017) Prasar Bharati reserves the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then Prasar Bharati shall take the following action:
    - i. Forfeit the entire amount of EMD submitted by the firm.
    - ii. The agency shall be liable for debarment from tendering in Prasar Bharati, apart from any other appropriate contractual/legal action.
    - iii. Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance
  26. Bidders have to submit a GST Registration Certificate while uploading the tender.
  27. Bidders shall separately indicate the HSN/SAC code, rate and amount of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected.
  28. IGST and Compensation Cess (wherever applicable) will be levied on imports.
  29. Terms & Conditions given in Technical specifications will supersede for conflict with any terms & conditions given in Tender Document.
  30. Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B. E-II dated 15.06.2017 & revised Order No. P-45021/2/2017-PP (BE-II) dated 29.05.2019 of Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion shall be applicable.
  31. The bidders are required to submit the duly signed integrity pact, if estimated cost is above 2 Crores otherwise submit it unsigned.
  32. The insertion of Rule 144(xi) in General Financial Rules, 2017 in "Fundamental principles of public buying" regarding the Bidders from countries sharing a land border with India vide OM No F.No.6/18/2019-PPD dated 23rd July, 2020 of Ministry of Finance shall be applicable.
  33. The tenders under this NIT are only for Indian bidders as per Amendments in General Financial Rules, 2017- Global Tender Enquiry issued by Department of Expenditure of Ministry of Finance vide Letter F.N.F.No.12/17/2019-PPD dated 15.05.2020.

**(B) LIST OF MANDATORY DOCUMENTS**

1. For Director General Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.

2. For Director General Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
3. 'Bidder's General Information', as per 'Form-1' along with Copy of 'PAN' and 'GST' registration and 'Bid Form', as per 'Form-2'
4. Scanned copy of EMD along with Form-4 or Declaration of MSME as per Form-3
5. Copies of documents required as per 'Form -5(May be modified, if required) and as mentioned elsewhere in the Tender Document.
6. Nil deviation Certificate as per 'Form-6'.
7. Declaration regarding Holiday/Banning, in 'Form-8
8. Letter of Authority' on the Letter Head, as per 'Form-9
9. DD's Tender Document along with Technical Specifications should be duly signed on each page.
10. Manufacturer's Authorization Form (MAF) from the original service provider as applicable.
11. Letter of authority to sign and upload bid documents.
12. Undertaking regarding Fall Clause as per Para 3.12
13. Enclosures as per Commercial requirement.
14. All documents specified under Eligibility/ Pre-Qualification criteria clause 2.16. Enclosures as per technical requirement.
15. All documents required for Technical Evaluation of offers as required vide clause 4.6 and 4.7
16. Integrity Pact as per Form 12 (if applicable)(for estimated contract value of Rs. Two Crores or more) duly filled and signed.
17. Certificates as mentioned on Para 2.31 along with evidence of valid registration by the Competent Authority to be attached, if applicable.
18. Any other information/details required as per Tender Document

Assistant Engineer  
For DG:DD



**REQUEST FOR PROPOSAL (RFP) FOR  
PROVIDING LIVE, PACKAGED NEWS BULLETINS  
AND CO-ANCHORED BULLETINS FROM GLOBAL  
LOCATIONS**

## Abbreviations

<b>Sr. No.</b>	<b>Abbreviation</b>	<b>Full Form</b>
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	FOR	Free on Rail/Road
8	GST	Goods and Service Tax
9	GSTIN	Goods and Service Tax Identification Number
10	GTC	General Terms & Conditions
11	HSN/ SAC	Harmonized System Nomenclature / Service Accounting Code.
12	IEM	Independent External Monitor
13	IFB	Invitation for Bid
14	INR	Indian Rupees
15	IP	Integrity Pact
16	ITB	Instructions to Bidders

<b>Sr. No.</b>	<b>Abbreviation</b>	<b>Full Form</b>
17	JV	Joint Venture
18	L-1	Lowest Tender
19	LPP	Last Purchase Price
20	MSME	Micro, / Small & Medium Enterprise
21	NEFT	National Electronic Funds Transfer
22	OEM	Original Equipment Manufacture
23	PBG	Performance Bank Guarantee
24	RTGS	Real Time Gross Settlement
25	SITC	Supply, Installation, Testing &Commissioning.
26	SETC:	Supply, Erection, Testing &Commissioning.
27	FOC	Free of Charge
28	DC	Data Centre
29	DR	Disaster Recovery Centre
30	OTT	Over The Top



<b>Sr. No.</b>	<b>Abbreviation</b>	<b>Full Form</b>
31	TPN	Trusted Party Network

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## 1. INVITATION FOR BID (IFB)

Ref No: **DDI/ContentEnhancement/Aug2023**

Dated : 27/03/2024

To,

SUB: REQUEST FOR PROPOSAL (RFP) FOR PROVIDING LIVE, PACKAGED NEWS BULLETINS AND CO-ANCHORED BULLETINS FROM GLOBAL LOCATIONS.

Dear Sir/Madam,

1.1. On behalf of the Prasar Bharati (India's Public service Broadcaster), Doordarshan, digitally signed E-tenders are invited from the eligible Bidders. in the prescribed Bid Proforma under two bid system for providing live, packaged news bulletins and co-anchored bulletins from global locations in complete accordance with the following details and enclosed Bid Documents, as prescribed at Annexure, Form No.1 to 15. The details of tender are given below:

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

1.2.1	Tender Inviting Authority	Prasar Bharati (Broadcasting Corporation of India) Director General, Doordarshan
1.2.2	Tender for	Request for Proposal (RFP) for providing live, packaged news bulletins and co-anchored bulletins from global locations.
1.2.3	Tender Reference No.	DDI/ContentEnhancement/Aug2023
1.2.4	Place of availability of Tender Documents (RFPs)	Procurement Portal of Prasar Bharati <a href="http://prasarbharati.eproc.in">http://prasarbharati.eproc.in</a> Website of Prasar Bharati, <a href="https://prasarbharati.gov.in/">https://prasarbharati.gov.in/</a> Central Public Procurement Portal (CPPP): <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>
1.2.5	Estimated Cost of the Tender	<b>₹ 30 Crore ( inclusive of taxes)</b>
1.2.6	Tender Processing Fee	As per Para 2.1.7 of "Instructions to Bidder"
1.2.7	Earnest Money Deposit (EMD)	<b>₹ 1.2 Crore</b>

1.2.8	Address to send bid Queries	Queries Email: <ddpurchase401@yahoo.co.in>
1.2.9	Nature of bid process	two BID System
1.2.10	Broad Scope of Work	As per RFP
1.2.11	Bid Validity up to:	120 days from the date of opening of Bid.
1.2.12	Bid Bond/EMD Validity up to	165 days (Bid validity+45 days beyond bid validity.)
1.2.13	Date of publication of Bid	27/03/2024
1.2.14	Last Date & Time for Submission of Bid	24/04/2024 12: 00 Hrs.
1.2.15	Date & Time of Pre- bid Conference	08/04/2024 15:00 Hrs.
1.2.16	Place for Pre-bid meeting (could also be processed through e-procurement portal)	<p>Malgudi Conference Hall, 5<sup>th</sup> Floor, Tower-A, Doordarshan Bhawan, Copernicus Marg, New Delhi</p> <p>Queries may be sent by email at ddpurchase401@yahoo.co.in</p> <p>or</p> <p>Queries for Pre-bid may be uploaded on the Procurement Portal of Prasar Bharati, <a href="http://prasarbharati.eproc.in">http://prasarbharati.eproc.in</a> in the prescribed format, Form No.13</p>
1.2.17	Opening of Technical bid	24/04/2024 13:00 Hrs.
1.2.18	Opening of Commercial bid	To be informed later
1.2.19	Address for Communication	<p>ASSISTANT DIRECTOR (ENGG.) ROOM NO. 403 DIRECTORATE GENERAL: DOORDARSHAN , TOWER A DOORDARSHAN BHAWAN, COPERNICUS MARG, NEW DELHI-110001 (INDIA) TELEPHONE -011-23114403</p>
1.2.20	Paying Authority	<b>DDO, DD News</b>

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

- 1.3. Instructions to Bidders: As per Appendix-A
- 1.4. General Terms and Conditions: Appendix-B
- 1.5. Bid Evaluation Criteria: Appendix-C
- 1.6. Delivery Period: As per Clause 5.3 and 5.4 of Appendix D
- 1.7. Technical Specification: As per Appendix D
- 1.8. The Bid Security/Performance Security from any Indian scheduled Commercial Bank would be acceptable.
- 1.9. Warranty/Guarantee: Not Applicable
- 1.10. Performance Security Deposit: As per Required as per Clause 3.6 of Appendix-B (General Terms and Conditions) and Annexure- 13 (Form -14).
  - 1.10.1. Amount to be 5% of the value of the contract.
  - 1.10.2. Performance security shall be valid up to two months after completion of all contractual obligations.
- 1.11. Bids shall be submitted in electronic mode only as per the Instruction to Bidder. EMD/Bid Security have to be submitted in the format described under clause 2.1.6 by the bidder before the due date & time of the opening of the bid to the address mentioned in Bid Data Sheet (Please refer Clause 2.11). The copy of the EMD/Bid Security shall also be uploaded along with the Bid (RFP).
- 1.12. Bidder is advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations.
- 1.13. A Nil deviation Certificate as mentioned in the Form-8 shall have to be essentially submitted by the Bidder along with the RFP.
- 1.14. The Tender will be governed by the "Instruction to the Bidder", "General Terms and Conditions" and "Technical Specifications" as per RFP. The contract will be governed by Indian laws including the Indian Contract Act, 1872; the Sale of Goods Act, 1930; Right to Information Act, 2005; The Micro, Small and Medium Enterprises Development Act, 2006; Prevention of Corruption Act, 1988; and Arbitration and Conciliation Act, 1996, etc, as amended from time to time. The contract will also be governed by General Financial Rules, 2017, Manual for procurement of goods and works 2017 and 2019, Delegation of Financial Power Rules and any other financial, vigilance, security, safety, counter- trade and other regulatory aspects, orders and guidelines of the Government on the subject of Public Procurement as amended from time to time in so far as they are applicable and not inconsistent with the conditions mentioned in the tender document.

- 1.15. Prasar Bharati will follow the reciprocal market access strategy of the Government of India, which describes on the Clause 10 (d) of Public Procurement Preference to Make in India, Order 2017. The Purchaser reserves the right to not consider any Bid and may restrict such Bidders from the bidding process who originate from those countries, where they do not allow market access for Indian companies; in such cases, the Clause 10(d) of Public Procurement Preference to Make in India, order 2017, shall be invoked wherever applicable, when it is relevant.
- 1.16. Bidder should take due care to submit tenders in accordance with Bid requirements as specified in clause 2.1 of "Instruction to Bidders".
- 1.17. For Payment terms pertaining to this bid, please refer to clause 5.4 of the Appendix D.
- 1.18. As per clause 171(1) of CGST Act, 2017 which relates to anti-profiteering measure, any reduction in rate of tax on any supply of goods and or services or both, the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- 1.19. Paying Authority:

<b>S. No.</b>	<b>Bill Processing Authority</b>	<b>Paying Authority</b>
1	DD News, Delhi	<b>DDO, DD News</b>

Note:- Bidder has to provide Tax Invoices to Bill Processing Authorities. The GST Compliant Invoices should have firm's GSTIN & Consignee GSTIN.

- 1.20. Prasara Bharati follows e-tendering Process; Bid shall be submitted only on <https://prsarbharati.eproc.in>. The responsive Bids shall be decided according to various aspects mentioned in ITB, GTC and Eligibility conditions mentioned in the Bid Document. Before the Bid submission, Bidders are advised to refer the help manuals and general FAQs provided in the E-procurement Portal regarding the e-tendering.
- 1.21. Clarification(s)/Corrigendum(s) if any shall also be available on referred above websites, Para 1.2.4. Any revision, clarification, addendum, corrigendum, time extension, etc. to the Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 1.22. EVALUATION METHODOLOGY: Evaluation of the bid will be through QCBS method having 75: 25 ratio of Quality to Cost .
- 1.23. The Bidders **shall quote on FOR destination basis only.**

For & on behalf of Prasara Bharati,

Name:

Designation: Assistant Director (Engg.)

E-mail ID: [ddpurchase401@yahoo.co.in](mailto:ddpurchase401@yahoo.co.in)

Contact No.: 011-23114403

## 2. INSTRUCTION TO BIDDERS (ITB) AND GENERAL TERMS AND CONDITIONS (GTC)

### 2.1. INSTRUCTIONS TO BIDDERS

- 2.1.1. The scope of bid to be tendered are available in the complete bid documents which can be viewed / downloaded free of cost from e-procurement portal of Prasar Bharati, <https://prasarbharati.eproc.in>, or from the website Prasar Bharati, [www.prasarbharati.gov.in](http://www.prasarbharati.gov.in) or CPP Portal <http://eprocure.gov.in>.
- 2.1.2. Bid will be submitted duly digitally signed on the website <https://prasarbharati.eproc.in>
- 2.1.3. 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.
- 2.1.4. All Corrigendum/Amendment/Corrections, if any, will be published on the website <https://prasarbharati.eproc.in>
- 2.1.5. All documents / papers uploaded / submitted by the bidder must be in English and legible.
- 2.1.6. 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 at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)/[prasarbharatisupport@c1india.com](mailto:prasarbharatisupport@c1india.com).
- 2.1.7. 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 the e-procurement portal:

Estimated value of Tender	Processing fees		
	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 / Vendor for the Registration	₹ 450.00 + 18 % GST	₹531.00

- 2.1.8. 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 charge of Rs. 450/- plus 18% GST through online mode (net banking/debit card/credit card). Validity of Registration is 1year.
- 2.1.9. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
- 2.1.10. Bidder shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0" (Zero).
- 2.1.11. To participate in bidding, bidders have to pay Tender Processing Fee as mentioned in the Para 2.1.7 through online mode (net banking/debit card/credit card).
- 2.1.12. 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.

- 2.1.13. 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, Insurance Surety Bonds, Bankers Cheque or Bank Guarantee from an India scheduled Commercial Bank (including e-bank Guarantee), in favour of PBBCI, DIRECTORATE GENERAL: DOORDARSHAN, NEW DELHI.(Please refer Clause 2.1.7 and 2.13)
- 2.1.14. Bid Security/EMD shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach <Asstt. Director Engg. (Purchase)/Assistant Engineer (Purchase) in Room No.403, Directorate General: Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi> before scheduled time on prescribed tender opening date. EMD received after Tender opening date 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.

- 2.1.15. The successful bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of Five (5) % (three to ten per cent of the value of the contract, as specified in Rule 171(i) of GFR, 2017.) in one of the acceptable forms as per tender documents. (Ref Ministry of Finance, Department of Expenditure Order No. F.9/4/2020-PPD dated 30/12/2021 or (latest order). Performance Security shall be in the form of Account Payee Demand Draft, Insurance Surety Bonds, NEFT/RTGS from any scheduled bank(s) Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee (including e-Bank Guarantee from an India scheduled Commercial Bank in an acceptable form.
- 2.1.16. Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati's Tender Terms & Conditions, GST details and EMD etc.
- 2.1.17. In case of payment through net-banking the money will be immediately transferred to Prasar Bharati's designated Account through NEFT/RTGS from any scheduled bank(s), the bidder will have to furnish the UTR Remittance Number(s) before submission of bid, payment details shall also be uploaded on e-procurement portal along with Bid. The payment of EMD through NEFT /RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to Prasar Bharati account before submission of bid.
- 2.1.18. Prasar Bharati reserves the right to accept or reject any or all applications without assigning any reasons. Prasar Bharati also reserves the right to annul the tender process at any stage without assigning any reason.
- 2.1.19. If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through e-procurement portal of Prasar Bharati. The bidder shall upload the requisite clarification/documents within time specified by Prasar Bharati, failing which tender will be liable for rejection.
- 2.1.20. Prasar Bharati reserves the right to reject whose performance at ongoing Contract is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any office of Prasar Bharati, Government or Public sector. (Rule 151, GFR 2017) Prasar Bharati reserves the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then Prasar Bharati shall take the following action:
- i) Forfeit the entire amount of EMD submitted by the firm.
  - ii) The agency shall be liable for debarment from tendering in Prasar Bharati, apart from any other appropriate contractual/legal action.

- 2.1.21. Bidders have to submit a GST Registration Certificate while uploading the tender.
- 2.1.22. Bidders shall separately indicate the HSN/SAC code, rate, and amount of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected.
- 2.1.23. IGST and Compensation Cess (wherever applicable) will be levied on imports.
- 2.1.24. Terms & Conditions given in technical specifications will supersede for conflict with any terms & conditions given in Tender Document.
- 2.1.25. For Consortium / Joint Venture:
  - 2.1.25.1. In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Lead Member as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium /Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decisions on behalf of the Consortium/JV, are to be submitted.[In case of consortium lead bidder should be registered in India.](#)
  - 2.1.25.2. 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.
  - 2.1.25.3. Bids from consortium/ JV of two or more members (maximum 3 nos. Including Leader) are acceptable provided that they jointly fulfil the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement, clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Lead Bidder (Consortium/ JV). In case of award, payment shall be made to the Lead Bidder of the Consortium/JV.

- 2.1.25.4. The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive/ send instructions for and on behalf of the Consortium/JV.
- 2.1.25.5. A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of PrasarBharati.If during the evaluation of bids,aConsortium/JV propose any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.
- 2.1.25.6. Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV should have been put on 'Holiday' or banned/ blacklisted by Prasar Bharati/ Government department/ Public Sector as on the due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/evaluation/Award.

## **2.2. ONE BID PER BIDDER**

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

### **2.3. COST OF BIDDING**

- 2.3.1. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, Prasar Bharati will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 2.3.2. The Bidder shall not be entitled to hold any claim against Prasar Bharati for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.
- 2.4. **For more information regarding submission of Bid in the e- Procurement portal, Bidders may refer the help manuals and, General FAQs (Frequently Answered Questions) about the e-Tendering, which has been provided in the Portal.**

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

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

- 2.5.1.1. Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- 2.5.1.2. 'Bidder's General Information', as per 'Form-1' along with Copy of 'PAN' and 'GST' registration and 'Bid Form', as per 'Form-2'
- 2.5.1.3. Scanned copy of EMD along with Form-4 or Declaration of MSME as per Form-3
- 2.5.1.4. Copies of documents required as per 'Form -5(May be modified, if required) and as mentioned elsewhere in the Tender Document.
- 2.5.1.5. Nil deviation Certificate as per 'Form-6'.
- 2.5.1.6. Declaration regarding Holiday/Banning, in 'Form-8
- 2.5.1.7. Letter of Authority' on the Letter Head, as per 'Form-9
- 2.5.1.8. DD's Tender Document along with Technical Specifications should be duly signed on each page.
- 2.5.1.9. Manufacturer's Authorization Form (MAF) from the original service provider as applicable.
- 2.5.1.10. Letter of authority to sign and upload bid documents.
- 2.5.1.11. Undertaking regarding Fall Clause as per Para 3.12
- 2.5.1.12. Enclosures as per Commercial requirement.

- 2.5.1.13. All documents specified under Eligibility/ Pre-Qualification criteria clause 2.16. Enclosures as per technical requirement.
- 2.5.1.14. All documents required for Technical Evaluation of offers as required vide clause 4.6 and 4.7
- 2.5.1.15. Integrity Pact as per Form 12 (if applicable) (for estimated contract value of Rs. Two Crores or more) duly filled and signed.
- 2.5.1.16. Certificates as mentioned on Para 2.31 along with evidence of valid registration by the Competent Authority to be attached, if applicable.
- 2.5.1.17. Any other information/details required as per Tender Document

2.5.2. **PART-II: Commercial Bid (APPENDIX-F - Schedule of Rate)**

To be submitted online concurrently with the technical bid. The commercial bid format has been detailed under Clause-6 for compliance. Rates should be mentioned only in the commercial bid (Appendix-F). The offer shall be summarily rejected in case of revelation of prices in the technical bid.

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

2.10. **VAGUE AND INDEFINITE EXPRESSION**

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

2.11. **VALIDITY PERIOD OF OFFER**

- 2.11.1. The Tender shall be valid for acceptance for the period as indicated in the "Invitation to Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of tenders till the expiration of the validity period or any extension thereof.
- 2.11.2. The offers of these Bidders who have not kept the validity open till the period stipulated in the tender will be treated as unresponsive and will be ignored without making any back reference.

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

**2.12. OPENING OF TENDERS**

- 2.12.1. The tender will be opened online on the e-tendering portal of PrasarBharati <https://prasarbharati.eproc.in> at the time specified in the tender document, on the date of opening indicated in the "Invitation to Bid.", in the presence of bidders' authorized representatives who choose to attend.
- 2.12.2. In case of unscheduled holiday on the closing/opening day of tender, the next working day will be treated as scheduled prescribed day of closing/opening of tender; the time notified remains the same.

**2.13. PRICES FOR BIDDERS**

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

**2.14. CONTRACT VARIATION**

At the time of awarding or duration of the contract, Prasar Bharati shall have right to re-judge the quantity to be provided. The tendered quantity of service items can be increased or decreased by upto 10 (ten) per cent for ordering, if so warranted. If the variation entails increase in the contract amount by more than 10% (ten percent ), Competent Authority prior approval is required.

**2.14.1. OPTION CLAUSE:**

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

**2.15. TAX LIABILITY**

- 2.15.1. The Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred for the services till the point of delivery. Further instruction, if any, shall be as provided in the Schedule of Requirements.



- 2.15.2. Payment of CGST/SGST/UTGST/IGST and all other applicable taxes (on ultimate products and Services) and custom duty, as applicable on the closing date of tender will be to supplier's /contractor's account. In the case of "Two Bid" system where revised price bids are permitted after technical discussions payment of these charges as applicable on closing day of revised price bids, will be to supplier's /contractor's account. Any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Organisation on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.
- 2.15.3. The bidder(s) will indicate in their bid the amount with exact rate of customs duty and the applicable item of custom tariff under which it is covered. Similarly, the amount of CGST/SGST/UTGST/IGST and all other applicable taxes on ultimate furnished product with HSN/SAC code, as applicable at tendering stage will be shown separately in the bid. In case the above information subsequently proves wrong incorrect or misleading
- (a) This Organization will have no liability to reimburse the excess in the difference in rates of the item under which the duty/ tax assessed finally
  - (b) This Organization will have the right to recover the difference in case the rate of duty/ tax finally assessed is on the lower side.
- 2.15.4. Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) to enable Prasara Bharati to avail Input Tax Credit (ITC). Further, returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.
- 2.15.5. If input tax credit (ITC) with respect to GST (CGST & SGST/UTGST or IGST) which normally shall be available to Prasara Bharati, is not available, for any reason, which is not attributable to Prasara Bharati, then Prasara 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 Prasara Bharati to Supplier/ Vendor.
- 2.15.6. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.
- 2.15.7. **TRADE/ VOLUME DISCOUNT**  
Bidders will not indicate a separate discount. Discount, if any, should be

merged in the rates against the quoted items(s). Discount of any type indicated separately will not be taken into account for evaluation purposes.

**2.16. ELIGIBILITY (Pre-Qualification) CRITERIA:**

- 2.16.1. RFP may be submitted by a registered/incorporated company, firm, or consortium. In case of consortium not more than three companies will be allowed, and the Lead bidder should be clearly stated in the agreement. In case of consortium, the lead bidder will be responsible for the project and must be in existence for at least three years. In case of consortium lead bidder should be registered in India.
- 2.16.2. The bidder must not have been blacklisted/debarred by any Organization at any stage in last five years. (The bidder is required to submit affidavit for same).
- 2.16.3. Certificate of incorporation, Registration, GST/Sales tax registration etc. and other related details must accompany the RFP.
- 2.16.4. The bidder shall have ISO or equivalent certifications as applicable for consultancy services offered.
- 2.16.5. The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices.
- 2.16.6. The Bidder is not put on 'Holiday' by Prasar Bharati or any of the Government departments, Public Sector or banned/blacklisted by Government department/ Public Sector on the due date of submission of bid. If the Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid along with the Bid Security, if any, will be returned immediately to the Bidder.
- 2.16.7. Bids should preferably be from original news agencies / service provider, however, Bids from sole selling agents/authorised distributors/can also be considered provided such bids are accompanied with necessary supporting documents/authority letter from concerned original manufacturer/service provider (MAF) who authorized them to market their product, provided further, such an authority letter is valid at the time of bidding. However, in such cases Original service provider shall be entirely responsible for the services provided by their authorized representatives'.
- 2.16.8. The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices,
- 2.16.9. Bidder should meet experience and other criteria, if any as specified in Appendix-D and basic guidelines/ eligibility criteria as under:

2.16.10 (a)	Company Existence	Company should be registered under Companies Act, 1956 or Companies Act 2013 or a Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended and should have been in operations in India in the last 3Years.In case of consortium Lead bidder must be a company registered in India.
2.16.10(b)	Annual Turnover/ Net Worth (CA certified documents) (Except the COVID FYs 2020-21 and 2021-22)	<p>Average Annual turnover of 200% of estimated cost of the project in the last 03 financial years</p> <p>Or</p> <p>Cumulative Turnover of 600% of estimated cost of the project in the last 03 financial years</p> <p>Or</p> <p>Average Annual Net Worth of minimum of 50% of estimated cost of the project in the last 03 financial years</p> <p>Or</p> <p>Cumulative Net Worth of minimum of 150% of estimated cost of the project in the last 03 financial years</p> <p>Profitable / positive net worth in the last financial year</p> <p>Solvent entity (CA certified documents)</p>
2.16.10(c)	Positive Net Worth/ Profitability	<p>Profitable / positive net worth in the last financial year</p> <p>Solvent entity (CA certified documents)</p>
2.16.10(d)	Work Experience (Self-certified with relevant documents)	<p>One Similar work of minimum value of 80% of estimated cost of the project</p> <p>Or</p> <p>Two Similar works of minimum value of 60% of the estimated cost of project</p> <p>Or</p> <p>Three Similar works of minimum value of 40% of the estimated cost of project</p> <p>Note: Similar works will be defined based on scope of the work. Similar works may be executed with any Central and State Government agency, PSUs, Private organizations.</p>
2.16.10(e)	Non –Blacklisting Certificate	The bidder should not have been blacklisted /debarred by any Governmental / Non –Governmental Organization in India as on bid submission date.

2.16.10(f)	Certification, if required	The Bidder should have valid ISO 9001:2008/ ISO 9001:2015/ ISO 27001 (relevant certification based on type of work) valid as on bid submission
2.16.10(g)	GFR Restrictions /Norms, if required	Bidder complies with restrictions on procurement under rule 144 (xi) vide order no: 06/18/2019-PPD dated 23rd July 2020 inserting Rule 144(xi) in GFRs 2017
2.16.10(h)	Preferential Market Access	Bidder should comply with Preferential Market Access (PMA) order 2017, guidelines notified by DPIIT and DoT with all its clarifications / amendments, if applicable.

However, nothing in this shall prevent Prasar Bharati from engaging new and emerging Technology start-ups in the areas of R&D and innovation from time to time. Relaxation for Start-ups as per Government guidelines would apply (GFR Rule 173(1) relaxes DPIIT recognized Start-ups from prior experience and prior turnover requirements subject to meeting of quality and technical specifications and making suitable provisions in the Bid document).

#### 2.17. **SCOPE OF SUPPLY OF EQUIPMENT/SITC/SETC/SERVICES:**

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

#### 2.18. **CONSIDERATION OF OFFER IN FULL OR IN PART**

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

#### 2.19 **SPECIFICATIONS**

- 2.19.1 If this Organisation finds that services provided 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 its requirements from the open market at the risk and cost of the contractor, reserving always to itself the right to forfeit the security deposit placed by the contractor for fulfillment of the contract.

#### 2.20 **BID SECURITY/ EARNEST MONEY/SECURITY DEPOSIT/PERFORMANCE BOND:**

- 2.20.1 **Earnest Money/Bid Bond** :The bidders must submit Earnest Money/ Bid Bond on or before the last date & time of submission of bid in the form of FDR, 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 "PBBCI, DIRECTORATE GENERAL: DOORDARSHAN, NEW DELHI" or in lieu thereof bid bond in the enclosed Proforma at Form - 4 from a Scheduled Indian Commercial Banks for the amount specified in Para 1.2.7 of "Invitation to Bid". In case of Bank Guarantee obtained from the foreign Bank, it should be guaranteed by a Scheduled Indian Commercial Bank and must be governed by Indian Laws subject to jurisdiction of the court of New Delhi. 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).

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

2.20.3 Bidders exempted from EMD are to submit required documents.

2.20.4 The earnest money/bid bond of unsuccessful bidders will be returned on finalisation or after the award of the Tender to the successful Bidder, and the earnest money/bid bond of the successful bidder will be returned on receipt of requisite security deposit/Performance Bond.

2.20.5 **FORFEITURE OF EMD:** The earnest money/Bid bond deposited by the Bidder shall be forfeited by this Organization in the following events:

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

2.20.5.2 If Bid is amended or modified unsolicited, during the validity period or any extension thereof;

2.20.5.3 If a Bidder, whose tender has been accepted, fails to furnish Security deposit, performance bank guarantee within 30 (Thirty) days of the receipt of order/ advance order/ letter of intent;

2.20.5.4 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;

2.20.5.5 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;

## **2.21 SECURITY DEPOSIT/PERFORMANCE BOND.**

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

amount as indicated in the Para 1.7.1 of "Invitation to Bid".

## **2.22 PAYMENT TERMS**

### **2.22.1 Schedule of Payments: AS per specifications Appendix D**

### **2.22.2 ADVANCE PAYMENT**

2.22.2.1 Ordinarily, Prasar Bharati (PB) would disburse payments for services rendered or supplies made, only after the services have been rendered or supplies made. However, in case of supply of services and turnkey projects and maintenance contracts, advance payment might be considered only on request of the contractor/supplier in cases where it is considered absolutely necessary and justification accepted by Prasar Bharati (PB).

2.22.2.2 An assurance in the shape of indemnity bond/insurance shall be submitted by the vendor in every case where advance payment is to be made. The goods supplied under the contract, shall be fully insured by the contractor/supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the procuring entity for receiving the goods at the destination.

2.22.2.3 The advance paid shall be progressively adjusted against bills within the schedule of payments along with the applicable taxes.

2.22.2.4 Normally, interest shall not be charged on the advance payment. However, in case of breach of contract by the supplier/contractor and thereby termination of contract by Prasar Bharati, the Advance shall be deemed an interest-bearing advance at the prevailing rate (MIBID - Mumbai Interbank Bid Rate) on the date of such advance payment.

## **2.23 UNSOLICITED POST TENDER MODIFICATION**

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

2.23.2 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 Organisation shall render the bid liable to be ignored and rejected without notice and without further reference to the bidder.

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

## **2.24 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

2.24.1 This Organisation has to finalise its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organisation to seek clarifications in respect of incomplete offers. Prospective bidders are advised

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

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

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

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

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

## **2.25 AFTER SALES SERVICE AND TRAINING- As per Appendix-D**

## **2.26 REPLACEMENT/ RECTIFICATION**

In the event the of the services provided against the contract are found to be not meeting the requirement as spelt out in the tender document the supplier/contractor will have to replace/rectify the defects free of charge without loss of time.

## **2.27 EVALUATION/ SCRUTINY OF BIDS.**

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

## **2.28 SIGNING OF AGREEMENT**

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

- 2.28.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in a Performa on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for appropriate action per tender provisions.
- 2.28.3 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the employee of Prasar Bharati, or alternatively, if any relative of an employee of Prasar Bharati has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.28.4 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of Prasar Bharati

## **2.29 EMPLOYMENT BY FIRMS TO OFFICIALS OF THIS ORGANISATION.**

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

## **2.30 CANCELLATION /RESCISSION :**

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

## **2.31 FOR THE BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

- 2.31.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 2.31.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency



branch or office controlled by such person, participating in a procurement process.

2.31.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means; -

- 2.31.3.1 An entity incorporated, established or registered in such a country; or
- 2.31.3.2 A subsidiary of an entity incorporated, established or registered in such a country; or
- 2.31.3.3 An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 2.31.3.4 An entity whose beneficial owner is situated in such a country; or
- 2.31.3.5 An Indian (or other) agent of such an entity; or
- 2.31.3.6 A natural person who is a citizen of such a country; or
- 2.31.3.7 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

2.31.4 The beneficial owner for the purpose of Para 2.31.3 above will be as under:

2.31.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

2.31.4.1.1 "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

2.31.4.1.2 "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2.31.4.1.3 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2.31.4.1.4 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

2.31.4.1.5 Where no natural person is identified under Para 2.31.4.1 or Para 2.31.4.2 or Para 2.31.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

2.31.5 In case of a trust the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person

- exercising ultimate effective control over the trust through a chain of control or ownership.
- 2.31.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 2.31.7 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.(In case of Tenders for Works contracts, including Turnkey contracts)
- 2.31.8 The following Certificate shall be submitted by the Bidder appending to the Technical Bid—

**Certificate to be filled by the Bidder:**

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

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

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

**3. (GENERAL TERMS AND CONDITIONS (GTC))**

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

**3.1.1 DEFINITIONS**

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

**3.1.2 ORDER**

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

**3.1.4 THE ORGANISATION /PURCHASER**

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

**3.1.5 SUPPLIER/CONTRACTOR**

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

**3.1.6 SUB-CONTRACT**

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

**3.1.7 SUB-CONTRACTOR**

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

**3.1.8 ORDER PRICE**

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

**3.1.9 DELIVERY PERIOD**

Shall mean receipt of the stores/services depending on the type of contract (Supply of Stores/SITC/SETC/SERVICES) by the date specified in the ORDER.

**3.1.10 DESTINATION**

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

**3.1.11 EQUIPMENTS/MATERIALS/SERVICE**

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

**3.1.12 DRAWINGS**

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

**3.1.13 SPECIFICATIONS**

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

**3.1.14 INSPECTORS**

Shall mean any person or outside Agency nominated by this Organisation to inspect equipment, materials and services, if any, in the contract stage-wise as well as final on receipt at destination as per the terms of the ORDER wherever applicable.

**3.1.15 TESTS**

shall mean such process or processes to be carried out by the SUPPLIER/CONTRACTOR as are prescribed in the ORDER considered necessary by this Organisation or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment/service or part thereof wherever applicable.

**3.1.16 APPROVAL**

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

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

**3.1.18 SCOPE OF ORDER**

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

**3.2** Completeness of the Service shall be the responsibility of the SUPPLIER/CONTRACTOR in order to cover the scope and requirement of services as spelt out under specifications Appendix D without any extra cost.

**3.3** The SUPPLIER/CONTRACTOR shall follow the best modern Industry practices for providing the required services and supply them within delivery period to the entire satisfaction of the Organisation.

**3.4 ACCEPTANCE OF ORDER**

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

3.4.2 The ORDER is accepted unconditionally by SUPPLIER/CONTRACTOR by returning to this Organisation copy of the ORDER duly signed, without qualification.

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

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

**3.5 MODIFICATION IN ORDER**

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

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

**3.6 PERFORMANCE SECURITY DEPOSIT.**

3.6.1 The successful bidder, within 15 (Fifteen) days of the receipt of order/letter of intent, will be required to send Security Deposit in the form of Bank Draft/NEFT or in lieu thereof a Bank Guarantee from an Scheduled Indian Commercial Bank for amount as indicated in Para 1.7.1 of the "Invitation to Bid". Being a FOR destination contract, the Security Deposit shall be 5 % of the value of the order.

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

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

- 3.6.4 Security Deposit, Performance Bond shall be refunded to the supplier after completion of contract period as stipulated in the order. In case contract period is extended , the contractor will extend the validity of Bank Guarantee accordingly and the Bank Guarantee will be released after extended contract period.

### **3.7 REJECTION**

If the ORGANISATION finds that the services offered are not in accordance with the specification and other condition stated in the order this Organisation shall be entitled to reject the whole of the services or the part, as the case may be, and intimate to the supplier/contractor the rejection without prejudice to the Organisation's other rights and remedies to recover from the supplier any loss which the ORGANISATION may be put to, also reserving the right to forfeit the security deposit/performance bond, if any, made for the due fulfillment of the contract.

### **3.8 FAILURE AND TERMINATION CLAUSE**

Time and date of delivery shall be the essence of the contract. If the supplier/contractor fails to deliver the services within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the Purchaser may, without prejudice to any other right or remedy available to him to recover damages for breach of the contract:-

- 3.8.1 Recover from the Supplier/Contractor/Services as agreed, liquidated damages including administrative expenses and not by way of penalty, While granting an extension of the delivery period, where the delivery of stores/services or any installment thereof is accepted after expiry of the original delivery period, the Purchaser shall recover from the contractor, as agreed, the LD a sum equivalent to 0.5 (Half) percent of the prices of any portion of stores/services delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) percent of the value of delayed goods/Units. **If the delayed supply/unit/services found vital for the functioning of the entire supply/unit/services, then the entire unit/Supply/services shall consider as delayed supply/ unit/services for the calculation of LD.** The LD shall not exceed the amount stipulated in the contract. After a full period of extension, termination of the contract will be considered by the Organization.
- 3.8.2 Purchase or authorize the purchase elsewhere on the account and at the risk of the supplier/contractor, of the stores not delivered/SITC/SETC/Service not carried out or other of a similar description (where stores/ SITC/SETC/Service exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the supplier/contractor without cancelling the contract in respect of the installment not yet due for delivery; or
- 3.8.3 Cancel the contract or a portion thereof by serving prior notice to the supplier/contractor and if so desired purchase or authorize the purchase of the

stores not delivered /SITC/SETC/Service not carried out or others of a similar description (where stores not delivered/ SITC/SETC/Service not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the supplier/contractor. If the supplier/contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be at the discretion of the purchaser to exercise his discretion to collect on not, the Security Deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.

3.8.4 Where action is taken under sub-clause 3.8.2 or sub-clause 3.8.3 above the supplier/contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made in case of failure to deliver the stores, within 6 months from the date of such failure and in case of repudiation of contract the supplier/contractor shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the contractor.

3.8.5 It may further be noted that clause 3.8.1 above provides for recovery of liquidated damages on the cost of the contract price of delayed supplies at the rate of 1/2% (Half Percent) of the contract price of the delayed unit or effective delay occurred unit (even if it has been supplied) for per week for such delay or part thereof up to a ceiling of 10% of the contract price of delayed supplies/SITC/SETC/SERVICE. If the delayed supply/unit found vital for the functioning of the entire supply/unit, then the entire unit/Supply shall consider as delayed supply/ unit for the calculation of LD. Liquidated damages for delay in supplies/SITC/SETC/SERVICE thus accrued will be recovered by the Paying Authority on instruction as specified in the supply order, from the bill for payment of the cost of material/works submitted by the contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated damages amount.

### **3.9 DESIGNS, PATENTS AND ROYALTIES**

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

being a party thereto and shall pay damages and costs awarded in such suit and keep the Organisation indemnified from and against all consequence thereof.

### **3.10 FORCE MAJEURE**

- 3.10.1 If any time during the continuance of the contract the performance in whole or in part by the Successful Bidder shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god, **(but not including negligence or wrong-doing, predictable/seasonal rain)** herein after refer to as events and provided notice of happenings of any such eventuality is given by the successful Bidder in writing within 07 days from the date of occurrence thereof **(and it cannot be claimed ex-post facto)**, the purchaser shall by reason of such event, neither cancel this order nor shall claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist. However, if such event continues for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to the other party.
- 3.10.2 If the deliveries are suspended by force majeure conditions lasting for more than 90 days, the organization have the option of cancelling this contract in whole or part at its discretion without any liability on its part of the Purchaser,

### **3.11 LANGUAGE/TERMINOLOGY**

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

### **3.12 FALL CLAUSE**

- 3.12.1 The price for the stores/services/works under the contract/Supply order by the contractor/Supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the stores /services/works or offers to sell stores/services/works of identical description to any persons/organizations including the purchaser or any department of the Central Govt. or any Deptt. of State Govt. or any Statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract supply/work order.
- 3.12.2 If at any time, during the said period, the contractor/supplier or his agent/principal/ dealer as the case may be, reduce the sales price, sells or offers to sell such stores/services/works to any persons/organizations including the purchaser or any Deptt. of Central Govt. of any Deptt. of a State Govt. or any statutory undertaking of the Central or State Govt. as the case may be, at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this contract/supply order and price payable under the contract/supply order for the stores supplied/services rendered/works carried out



after the date of coming into force of such reduction or sale or offer of Sale shall stand correspondingly reduced. The above stipulation will however, not apply to :--

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

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

*"I/We certify that there has been no reduction in sale price of the stores/services of description identical to the stores/services supplied to PRASAR BHARATI (India's Public Service Broadcaster), DIRECTORATE GENERAL: DOORDARSHAN under the contract/supply order here in and such stores/services have not been offered/sold by me/us to any person organisation including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill during the currency of the supply order contract whichever is later at a price lower than the price charged to the Organisation under the contract/supply order except for quantity of stores categories under sub-clauses (a) and (b) of sub para (3.22.2) above, details of which are as follows....."*

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

### **3.13 ARBITRATION**

- 3.13.1 If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specification, design, drawings, estimates, schedules, Appendix(s), orders, instructions, the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to this contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Chief Executive Officer, Prasar Bharati .

- 3.13.2 If an arbitrator to whom the matter is referred dies or refuses to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Chief Executive Officer, Prasar Bharati to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to Chief Executive Officer, Prasar Bharati to this effect failing which the arbitrator will be entitled to proceed de-novo.

- 3.13.3 It is a further term of this contract that no person other than the person appointed by the Chief Executive Officer, Prasar Bharati as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all.
- 3.13.4 The arbitrator(s) may from time to time, with the written consent of all the parties to the contract, enlarge the time for making and publishing the award.
- 3.13.5 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause.
- 3.13.6 It is also the term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- 3.13.7 The arbitrator shall give reasoned award in respect of each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the Indian law.
- 3.13.8 The Venue of the arbitration shall be at New Delhi, India. Subject to as aforesaid, the provision of the Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

### **3.14 COMPLIANCE TO MINIMUM WAGE ACT**

The Bidder shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

### **3.15 APPLICABLE LAW**

This contract, including all matters connected with this contract, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts.

### **3.16 INTEGRITY PACT**(Applicable for the Tender more than 2 Crore)

- 3.16.1 Signing of Integrity Pact (IP) is mandatory for every Bidder participating in this Bid (Tender value more than 2 Cr). A copy of the IP is enclosed (Form-12), which may be deemed to have been signed by Prasar Bharati. The Bidder(s) and Prasar Bharati shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Bidder would be rejected. Prasar Bharati has appointed the Independent External Monitor (IEM) nominated by Central Vigilance Commission (CVC). Contact detail of IEM is given in Form -13. Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.2 (Two) Crore and above, may be addressed to the Independent External Monitor (IEM).

3.16.2 **VIOLATIONS & CONSEQUENCES:**

3.16.2.1 If a Bidder commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the Prasar Bharati business in future.

3.16.2.2 In case of violation of the Integrity pact by Bidder after award of the Contract, Prasar Bharati shall be entitled to terminate the Contract. Further, Prasar Bharati would forfeit the security deposits/ Contract Performance Bank Guarantee. In case it is found that the Bidder has made any frivolous, untrue and misleading allegations against Prasar Bharati or its associates, Prasar Bharati reserves its right to initiate criminal proceedings against the violating Bidder and may also impose exemplary cost for the same



## 4 **BID EVALUATION CRITERIA**

	SALIENT FEATURES	BIDDERS CONFIRMATION
4.1.1	Open Tender No.	DDI/ContentEnhancement/Aug2023
4.1.2	Single Stage Two Bid System	Two Bid System
4.1.3	Tender Processing Fee	As per Para 1.2.6 of Bid Data Sheet (BDS) and Para 2.1.7 of "Instructions to Bidder"
4.1.4	Validity Period of Bid	120 days from the date of opening i.e. up to and inclusive of date of opening.
4.1.5	Bid Security	Earnest Money Deposit(EMD) @ 4% of estimated contract value is Rs 1,20,00,000/-
4.1.6	Performance Security	Would be required on placement of purchase order i.e. Five (5)% of the ordered value and shall be valid beyond 60 days from the date of expiry of guarantee/warranty with claim period up to one year from the date of expiry of guarantee/warranty
4.1.7	Delivery Period	As per Clause 5.4 of Technical Specifications.
4.1.8	Last date of submission of Bid clarification	03/04/2024
4.1.9	Time & Date of Submission of Tender	24/04/2024 12:00 Hrs.
4.1.10	Opening date of technical bid	24/04/2024 13:00 Hrs.
4.1.11	Opening date of price bid	Date will be notified later
4.1.12	Evaluation Methodology	As per Para 1.20 to Para 1.26 and Para 4.6

Note: -

- A. Latest updates regarding this tender can be accessed at Web-Site <https://prasarbharati.eproc.in>, <https://prasarbharati.gov.in>, and <https://eprocure.gov.in>.

## 4.2 **VITAL COMMERCIAL CRITERIA FOR ACCEPTANCE**

The following vital commercial conditions should be strictly complied, failing which the bid will not be considered.

- 4.2.1 Bid should be from Original News Service Providers, or representatives/distributors/dealers/agents authorized by the Principals.
- 4.2.2 After opening of the price bids, if the rate offered by selected bidder is found substantially higher than the updated cost estimate or available budget, Prasar Bharati will cancel the procurement process/ reject all Bids; re-Tender will be invited afresh after detailed scrutiny of the estimated cost.
- 4.2.3 If the quoted rate for Bid, is found considerably lower than the estimated rates, it will be considered as abnormally low Bid; in such cases, Prasar Bharati may seek written clarification from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid's document. If, after evaluating the price analyses, Prasar Bharati determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Prasar Bharati may reject the bid/proposal.

4.2.4 **SUBMISSION OF BID BOND/BANK GUARANTEE ALONG WITH BID**

- a) Tender must be accompanied with Earnest Money Deposit in the form of either a Bank Draft/FDR Payable to <PBBCI, DIRECTORATE GENERAL DOORDARSHAN, NEW DELHI> or a Bank Guarantee from an Indian Scheduled Commercial Bank with the tender document. Bank Guarantee by domestic bidders will be given on non-judicial stamp paper as per stamp duty act applicable at New Delhi.
- b) The amount of Earnest Money Deposit should be as per the Notice Inviting Tender and it shall be as per Para 1.2.7 and Para 2.21; regarding Submission of Security Deposit cum Performance Bank Guarantee for execution of contract as well as for satisfactory performance during Contract period by the successful bidders; Acceptance of Failure and Termination Clause No.3.12 of Tender document; Acceptance of Warranty and Guarantee Clause No.3.9 of Tender document; Acceptance of jurisdiction clause No. 3.27 and 3.30 of tender document.

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

**4.4 CRITERIA FOR LOADING OF BIDS**

The following criteria will be adopted for evaluation of bid:-

- 4.4.1 For delivery /completion periods quoted longer than that specified in the bid document, the quoted price shall be loaded 1/2% per extra week or part thereof subject to a maximum of 5% of the quoted price. Offer with delivery/completion period longer than 10 week beyond the stipulated delivery completion period will be rejected.
- 4.4.2 Bidders will not indicate a separate discount. Discount if any should be merged in the rates against the quoted items. Discount, if any, indicated separately will not be taken into account for bid evaluation purposes.

#### **4.5 VITAL TECHNICAL CRITERIA FOR ACCEPTANCE OF BIDS**

- 4.5.1 Bid should be from Original News Service Providers, or representatives/distributors/dealers/agents authorised by the Principals.
- 4.5.2 In case the bidder is an authorized Service Provider of any Original News Agency, he should name the original News Service Provider. Bidder should furnish a Certificate of quality from the Principals and also furnish a certificate from the Principals that the bidder can quote for the instant bid directly. Offers not complying with these requirements will be rejected, without any notice/back reference.
- 4.5.3 Past performance report of similar items earlier supplied to this Organisation will be taken into consideration while evaluating this bid. The bid shall be rejected, if the past performance of the similar item earlier supplied to the Organization is found to be unsatisfactory.

#### **4.6 EVALUATION CRITERIA**

- 4.6.1 The evaluation of the Bidders shall be done in 3 stages where the Bidders shall be first evaluated against the Pre-Qualification criteria (as per clause 2.16 Eligibility Criteria). Only those bidders fully satisfying the Eligibility/Pre-Qualification criteria shall be considered for further Technical and Commercial evaluations.
- 4.6.2 Only those Bidders who score a minimum of 70 marks in the Technical Evaluation shall be considered for further evaluation. The bids shall be evaluated using the Quality Cum Cost Based system (QCBS) selection method as mentioned below:
- 4.6.3 The bidders qualifying the criteria above, shall be selected based on QCBS method where the technical quality of the proposal will be given a weightage of 75%. The commercial proposal shall be allocated weightage of 25%.

The Technical score of bidders shall be derived as under:

$$ST = 100 * Tx / Tm$$

Where:

ST shall mean the Technical Score of the bidder to be evaluated;

Tm shall mean the highest marks obtained among all the bidders;

Tx shall mean the marks obtained by the bidder to be evaluated.

The Financial Score of bidder shall be derived as under:

$$SF = 100 * Fm / Fx$$

Where:

SF shall mean the Financial Score of the bidder to be evaluated;

Fm shall mean the lowest evaluated price (Total commercial value) among all the bidders;

Fx shall mean the evaluated price (Total Commercial value) of the bidder. The Bid Score shall be obtained by weighing the quality (Technical Score) and cost (Financial Score) scores and adding them up. On the basis of the combined weighted for quality and cost, the Bidder shall be ranked in terms of the Bid Score obtained as:

$$H = 0.75 * ST + 0.25 * SF$$

Where: H shall mean the Bid Score of the bidder to be evaluated.

4.6.4 The proposals will be ranked in terms of Bid Score scored.

4.6.5 The Bidder obtaining the highest Bid Score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, ...etc. The proposal with the highest Bid Score H1 will be considered for award of contract.

4.6.6 In case of highest Bid Score being equal for more than one (1) bidder, the bidder scoring higher technical score shall be considered for award of contract.

4.6.7 The evaluation committee ("Evaluation Committee") appointed by CEO, Prasar Bharati will carry out the technical evaluation of proposals based on the prescribed evaluation criteria. Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation is concluded.

#### 4.7 TECHNICAL EVALUATION CRITERIA:

- i. The Evaluation would be done in a transparent manner through a Jury process by constituting a committee. The composition of the committee shall be decided by CEO Prasar Bharati.
- ii. The entity should submit their point-wise comments on the Broad Scope of Services for this RFP described under clause No. 5(Appendix D).
- iii. Each proposal will be assessed out of 100 Marks on the basis of the following criteria: -

Sr.No	Criteria	Weightage	
	Sub-Criteria	CriteriaTotal	SubCriteria
1	ExperienceoftheBidder	40%	
	<ul style="list-style-type: none"> <li>Numberofyearsrelevantexperience</li> <li>Certifications</li> <li>Experience of similar nature i.e. number ofprojects completed/on-going</li> </ul>		5% 5% 30%
2	Financialstrengthof Bidder basedontheannual turnover,net-worthand profitability	10%	
3	Resources,Approach&Methodology,Technical Presentation/ProofofConcept	50%	
	<ul style="list-style-type: none"> <li>QualificationofproposedResources</li> <li>Approach&amp;Methodology</li> <li>No. of global locations from which services are offered</li> </ul>		10% 10% 15%



iv) Bidder shall be declared qualified if they obtain technical score of minimum 70 out of 100.

## APPENDIX-D

### 5 TECHNICAL SPECIFICATIONS

#### REQUEST FOR PROPOSAL (RFP) FOR PROVIDING LIVE, PACKAGED NEWS BULLETINS AND CO-ANCHORED BULLETINS FROM GLOBAL LOCATIONS.

##### 5.1 BACKGROUND AND OBJECTIVE

- 5.1.1 Doordarshan, India's Public Broadcaster and a division of Prasar Bharati (PB), is one of the largest TV broadcasters in the country. Doordarshan operates India's largest network of 91 public TV channels, India's only Free to Air DTH platform (DD Free Dish).
- 5.1.2 Doordarshan's current global footprint is through a combination of C-Band satellite distribution, Ku band Direct to Home distribution, bi-lateral distribution arrangement with select public broadcasters in other countries, OTT and traditional cable/DTH distribution arrangements with select third parties apart from Live streaming through Prasar Bharati's global digital platform, NewsonAir as well as Live streaming and on-demand content through third party platforms like YouTube.
- 5.1.3 DD India is global English News Channel of Doordarshan/ Prasar Bharati
- 5.1.4 In view of the strategic objective to build and enhance the global presence for Doordarshan and to establish an international voice for India, it is envisaged to add Live, packaged News Bulletins and co-anchored bulletins from global locations to the daily output of DD India.
- 5.1.5 Hence, this RFP is being issued for engagement of an independent news/production company creating content for international broadcasters.
- 5.1.6 Bidders will be required to submit RFP in the desired format containing detailed proposals as delineated in subsequent sections.

##### 5.2 BROAD SCOPE OF WORK AND SERVICES, CONTRACT PERIOD

###### 5.2.1 SCOPE:

DD India is a free to air satellite English international news channel of Prasar Bharati, the public broadcaster of India. DD India has undergone a remarkable evolution, completing its transformation into a complete English news channel in 2021. This shift has broadened its reach and appeal to the global audience. Keeping up with the times, the channel has increased the coverage of news from across the globe in its live bulletins and programs.

Currently, the channel is covering diversified fields including News & Current affairs, foreign affairs, economy, sports and entertainment-based programs with focus on international events. As part of its revitalization, DD India has recently moved into a new state-of-the-art News Room, equipped with cutting-edge technology to ensure swift and accurate news dissemination.

In another major update, DD India has been launched in a renewed form with new overall look. With this, the channel seeks to become a truly Global Public Broadcaster Channel with unique high-quality content and services.

To increase its presence at the global level, DD India would like to explore engagement with an independent news/production company creating content for international broadcasters. The following kinds of inputs are envisaged to be sought:

- a) Live news reports (LIVES) –Upto 10 minutes per unit-in the form of customized live inputs from Reporters during daily bulletins on the issues of the day from around the globe. These live reports will help reflect the global nature of DD India's daily output, and allow the channel to respond more rapidly to the daily news cycle. Recording of these live reports should be available for usage on digital and social media platforms as well. Recordings of the live reports can also be utilised by Prasar Bharati on digital and social media platforms, and any other channel of Doordarshan.
- b) Recorded inputs (AS LIVES)–Up to 5 minutes per unit- by Reporters on important stories from across the world, which can be used in bulletins and programmes. These inputs should be available for multiple usage across different bulletins, including digital and social media platforms. These recordings can also be utilised by Prasar Bharati on digital and social media platforms, and any other channel of Doordarshan.
- c) Packaged news reports (PACKAGES) –Up to 3 minutes per unit- from the ground from various global locations. Request can be made from DD India for such reports on different issues. In addition to this, the agency could also provide suggestive list of reports that can be covered by the organization. These reports should also be available for digital and social media platforms. These recordings can also be utilised by Prasar Bharati on digital and social media platforms, and any other channel of Doordarshan.
- d) Visuals/Shots/Bytes or combination of these – Up to 5 minutes per unit - Visuals/shots/bytes from the ground of an event happening from global locations.
- e) Interviews of important personalities –Up to 20 to 30 minutes- covered as per the editorial line of DD India, available for exclusive use on DD India channel and its corresponding digital and social media platforms. These recordings can also be utilised by Prasar Bharati on digital and social media platforms, and any other channel of Doordarshan.

- f) Adding internationally-focused half-hour (30 minutes) globally-anchored bulletins to DD India's daily output. The programme will be double-anchored, with one DD India presenter in Delhi and a companion presenter in another part of the world as per established industry best-practices.
- g) Guest interviews –Up to 20 to 30 minutes- – Either live or pre-recorded with global news makers and other guests as per requirements for inclusion in DD India's programming. These interviews need to be conducted by Globally based staff of the agency. However, the agency may facilitate in case DD India anchors are roped in for any such interview.

All the above mentioned service items when provided to DD India becomes the property of DD India and it is the prerogative of DD India to use it as per its requirement including on social media platforms.

Required units of above mentioned items are given in Clause 6.3- Commercial Bid Format. All above content should be delivered to DD India via industry-standard IP technology. A detailed concept notes and presentation for providing above services is required to be submitted along with RFP describing the:

- i) Number of Global locations from where bidder can provide above bulletins along with documentary proof.
- ii) Sample News Bulletins in all above formats.
- iii) Profile of the Key members of the Team and list of important News coverage by them along with Audio-Video footages

### **5.3 PERIOD OF CONTRACT:**

Two years from the date of award, which may further be extended by one more year on the same terms & conditions and satisfactory performance of the contract during initial period of two years.

**5.4 Delivery Period:** The services shall start within 30 days of issue of Acceptance of Tender by PB for two years, extendable by one more year on the same terms and conditions and satisfactory performance.

### **5.5 PAYMENT TERMS:**

- 5.5.1 Invoices shall be raised on monthly basis after satisfactory delivery of services.
- 5.5.2 Payment will be made as per actual monthly usages.
- 5.5.3 Duly constituted committee shall verify the satisfactory delivery of services as per terms of agreement and shall recommend the invoices for payment.
- 5.5.4 Payment shall be made within 30 days on monthly basis after satisfactory delivery of services and verification of same by a duly constituted committee.

## **6 Commercial Bid: The format of commercial bid is hereunder for guidance AND compliance purpose only.**

- 6.1** As already detailed in instructions to bidder, the instant tender is in two-bid system.
- Technical Bid
  - Commercial Bid
- 6.2** Both Technical Bid and Commercial Bid will be submitted concurrently duly digitally signed on the website <https://prasarbharati.eproc.in>
- 6.3** Financial offers shall be submitted online in prescribed format (Excel Sheet) in Commercial Bid only. Any revelation of financial offer in technical bid or any of its Annexure will lead to outright rejection of the offer. Commercial Bid Format is as follows,

SL	Description of Services	Tentative no. of Required Units for (24 Months)	Cost per Unit (in Rs.)	Total Cost (in Rs.) (24 months) (excl. taxes)	HSN/SAC Code	Taxes	Total (in Rs.) (incl. taxes)
1	Lives – Upto 10 minutes per unit	4800					
2	As Lives – Up to 5 minutes per unit	1440					
3	Packages – Up to 3 minutes per unit	480					
4	Visuals/Shots/Bytes - Up to 5 minutes per units	240					
5	Co-anchored bulletin – Up-to 30 minutes per unit	1440					
6	Interviews of Important Personalities/ Guest Interview – 20 to 30 minutes per unit	192					
<b>TOTAL COST</b>							

## **Commercial Bid Format**

**7 ANNEXURE****(FORM-1)****7.1 ANNEXURE-1  
BIDDER'S GENERAL INFORMATION**

To,  
Prasar Bharati

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TENDER NO: **DDI/ContentEnhancement/Aug2023**

1.	Bidder Name:	
2.	Number of Years in Operation	
3.	Address of Registered Office	City: District: State: PIN/ZIP:
4A	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
4B	Address from where Goods/Service are to be dispatched/provided along with GST Number (In case supply of Goods/Services are from multiple locations, addresses and GST Number of all such locations are to be provided). (Indian Bidder only)	City: District: State: PIN/ZIP:
5	Telephone Number of address where order is to be placed	(Country Code)(Area Code)(Telephone Number)
6	Email address	

7	FAX Number (If available)	(Country Code)(Area Code)(Telephone Number)
8	Website	
9	Name & Designation of Contact person	
10	ISO Certification, if any {If yes, please furnish details}	
11	Banker's Name	
12	Branch	
13	Branch Code	
14	Bank Account Number	
15	PAN Number	
16	Status of Firm	Proprietorship Firm/Partnership firm/Limited/Other If Others specify: [Enclose relevant certificates/partnership deed/certificate of Registration, as applicable]
17	GST Number (refer sl no. 4b above)	[Enclose copy of GST Certificate]
18	Whether Micro or Small Enterprise? (Indian Bidder only)	Yes/No <i>(If Yes, Bidder to submit requisite documents as specified in ITB)</i>
19	Type of Entity (Indian Bidder only)	Corporate/Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

20	Whether Bidder is Startups or Not? (Indian Bidder only)	Yes/No
21	Whether Bidder is related to any employee of Prasar Bharati? (If yes, then the list may also be enclosed as mentioned in Para 2.30.3)	Yes/No

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal



**7.2 ANNEXURE-2**  
**BID SUBMISSION FORM AND AGREEMENT**

To,  
PRASAR BHARATI  
(India's Public Service Broadcaster)  
DIRECTORATE GENERAL: DOORDARSHAN  
DOORDARSHAN BHAWAN, COPERNICUS MARG,  
NEW DELHI – 110001

SUB: Request for proposal (RFP) for providing live, packaged news bulletins and co-anchored bulletins from global locations

TENDER NO: **DDI/ContentEnhancement/Aug2023**

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of"

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**7.3 ANNEXURE-3**

**DECLARATION REGARDING MSME**

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

**DECLARATION (For MSME Units only)**

I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ in the capacity of \_\_\_\_\_ (Position) hereby declare that.

1. Our MSE Unit(s) is/are availing benefits extended by MSME, Government of India to Micro and Small Enterprises (MSEs) for the work of \_\_\_\_\_ invited.

Vide Bid Number \_\_\_\_\_

2. Our MSE Unit(s) has/ have not been awarded any work /supply under during the current financial year.

OR

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

3. Our firm is participating in this tender under —MSE unitor—OPEN BIDDER.

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

SIGNATURE WITH COMPANY SEAL

ATTESTED BY NOTARY PUBLIC

**7.4 ANNEXURE-4**

**PERFORMA OF BANK GUARANTEE FOR EMD**

Bank Guarantee No. \_\_\_\_\_

Ref :

To

PRASAR BHARATI

(India's Public Service Broadcaster)

DIRECTORATE GENERAL: DOORDARSHAN

DOORDARSHAN BHAWAN, COPERNICUS MARG,

NEW DELHI – 110001

Dear Sirs,

Whereas the PRASAR BHARATI(India's Public Service Broadcaster), DIRECTORATE GENERAL: DOORDARSHAN having its head office at DOORDARSHAN BHAWAN, COPERNICUS MARG, NEW DELHI – 110001(hereinafter called the Organization) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees, has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Registered/ Head Office at \_\_\_\_\_ (Hereinafter called the "Bidder" which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. \_\_\_\_\_ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rupees \_\_\_\_\_ Only) for the due performance of Bidder/'s obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by the Organization specially the conditions that (a) Bidder shall keep his tender open for a period of day, i.e., from \_\_\_\_\_ to \_\_\_\_\_ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the Organization(b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the Organization within the required time. The Bidder has absolutely and unconditionally accepted these conditions. The Organization and the Bidder have agreed that NIT/tender document is an offer made on the condition that the tender, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the Organization for a period of \_\_\_\_\_ days, i.e., from \_\_\_\_\_ to \_\_\_\_\_ or any extension thereof and that making of the tender itself shall be regarded as an unconditional and absolute

acceptance of the conditions, contained in NIT and the tender documents. They have further agreed that the contract consisting of NIT/Tender documents as the OFFER and submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by the Organization. The consideration for this separate initial contract preceding the main contract is that the Organization is not agreeable to sell the NIT/tender documents to the Bidder and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition after entering into this separate initial contract with the Organization promises to consider the tender on this condition and Bidder agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, \_\_\_\_\_ we  
\_\_\_\_\_registered\_\_\_\_\_ (indicate the  
name of Bank)under the laws of \_\_\_\_\_ having  
head/registered office at \_\_\_\_\_(hereinafter) referred to as the  
"Bank" which expression shall, unless repugnant to the context or meaning thereof,  
include all its successors, administrators and executors hereby issue irrevocable and  
unconditional bank guarantee and undertake to pay immediately on first demand in  
writing Rupees \_\_\_\_\_ at any time immediately on such demand  
without any demur, reservations, recourse, contest or protest and/ or without any  
reference to the Bidder and any such demand made by the Organization on the bank  
shall be conclusive and binding notwithstanding any difference between organization  
and the Bidder or any dispute pending before any court arbitrator or any other matter  
whatsoever. We also agree to give that Guarantee herein the Organization in writing.  
This guarantee shall not be determined/discharged/affected by the liquidation, winding  
up, dissolution or insolvency of the Bidder and will remain valid, binding and operative  
against the bank.

3. The bank also undertakes that the Organization at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.

4. The bank further agree that as between the bank and the Organization, for purpose of the guarantee, any notice of the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above given to the bank by the Organization shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Organization or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agrees with the Organization that the Organization shall have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the Organization or any indulgence shown by the Organization to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rupees (\_\_\_\_\_ only) in aggregate and it shall remain in full force upto and including 45 days after \_\_\_\_\_ unless extended further (indicate the last date of validity period) 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 and including 45 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 45 days from \_\_\_\_\_ or (indicate the last date of validity period) before the expiry of 45 days after the expiry of extended period, if any, if no such claim has been received by us within 45 days after the said date/extended date, the rights of the Organization under this guarantee will cease subject to Para 8. However, if such a claim has been received by us within and upon forty five days after the said date/extended date, all rights of the organization under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to the Organization a bank guarantee for Rs. \_\_\_\_\_ (in figure) (Rupees \_\_\_\_\_ only) (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this Organization by the required date the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights of the organization under this guarantee will cease. However if such a claim has been received by us within and up to 120 days after the said date/extended date all rights of the Organization under this guarantee will cease. However, if such a claim has been received by us within and upto 120 days after the said date/extended date, all rights of the Organization under this guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in \_\_\_\_\_ and any other authority (indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee.

The bank confirms that this guarantee has been issued with observance of the appropriate Exchange Control rules and Regulations of the country.

In witness whereof the Bank, through its authorised officer, has set its hand & stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ of \_\_\_\_\_ (month & year)

Signature

(Full name in capital letters)

(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 BID BOND)

The bank guarantee should be stamped in accordance with the Stamp Act.

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

Clause 7 of the bank guarantee is applicable in cases of global tenders where foreign tenders also participate. When tenders are invited from parties within India, clause 7 may be deleted and replaced by clause. "The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction".

Please indicate the currency in which bank guarantee is being given Rs/-(Rupees) have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in a currency other than Rupees' or US Dollars' these terms may be deleted and replaced by relevant currency.

The period of forty five (45) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 6 should be available after the expiry of the validity period of the tender or any extension thereof.

The bank guarantee by Indian bidder will be given from an Indian scheduled commercial bank only. The foreign bidders will give Bank Guarantee from an Indian scheduled commercial bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from a foreign bank acceptable to the Organization will be considered, provided it is confirmed by an Indian scheduled commercial bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.



**7.5 ANNEXURE-5****CHECKLIST**

Tender no.		<b>DDI/ContentEnhancement/Aug2023</b>	
Specification no		Request for proposal (RFP) for providing live, packaged news bulletins and co-anchored bulletins from global locations	
Specification for		Request for proposal (RFP) for providing live, packaged news bulletins and co-anchored bulletins from global locations	
(COMMERCIAL)			
Group A			
Name of Bidder and Address			
GSTIN of Firm			
<b>SN</b>	<b>Description</b>	<b>YES / NO / NOT APPLICABLE</b>	<b>Remarks</b>
1.1	Whether requisite tender Processing fee has been paid?		
2.1	Whether NEFT/RTGS/FDR/DD Bank Guarantee for the requisite earnest money/Bid Bond enclosed with the offer?		
2.2	If so, furnish the following		
	Name of the Bank		
	Value		
	Number		
	Date of issue		
	Period of validity of the DD/FDR/ Bank Guarantee (it should not be for less than 165 days(90 days in case of DD) from the date of opening of Technical Bid)		
3	Have the rates, prices and totals etc. been checked thoroughly before signing the tender?		

4	Has a statement incorporating the Nil-deviation from the commercial terms and conditions of this Organization has been prepared and enclosed with the offer?		
5	Whether charges for training of this Organisation's officials included in the prices? If not, whether these have been quoted separately?		
6	Whether firm FOR Destination prices have been quoted?		
7	Whether the cost of installation/erection/commissioning at site is included in the prices or not and whether it has been quoted separately?		
8	Whether the period of validity of the offer is as required in the tender document. If not, mention the extent of variation in days.		
9	Whether the offer has been signed indicating full name?		
10	Are the pages of the tender consecutively numbered and an indication given on the front page of the tender as to how many pages are contained in the tender?		
11	Has the tender been prepared in sufficient details/clarity so as to avoid post tender clarifications/amendments?		
12	Whether required sample asked in tender has been submitted along with the offer		
13	Whether all Clauses of the tender are accepted?		
14	If not, the clauses not accepted may please be indicated		
15	Whether guarantee/warranty has been furnished?		
16	Whether Commercial bid and technical bid of the tender document duly filled in and submitted.		
17	Whether each Page of Appendix- A, B, C, D, E, F and G of the tender document is signed and submitted with the offer.		

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

**7.6 ANNEXURE-6**  
**NIL DEVIATION CERTIFICATE**

**PRASAR BHARATI**

**(India's Public Service Broadcaster)**

**DIRECTORATE GENERAL: DOORDARSHAN**

**DOORDARSHAN BHAWAN, COPERNICUS MARG,**

**NEW DELHI – 110001**

Subject: Notice Inviting Tender for Request for proposal (RFP) for providing live, packaged news bulletins and co-anchored bulletins from global locations

NIT Enquiry No: NIT 41/2023-24

Dated

Tender no. DDI/ContentEnhancement/Aug2023

**NIL DEVIATION CERTIFICATE**

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

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

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

**7.7 ANNEXURE-7**

<b>BIDDER'S PAST SUPPLIES PROFORMA</b>					
SI No.	Name & address of client	Period from	Description in details	Total quantity supplied	Remarks

**7.8 ANNEXURE-8**

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To,

PRASAR BHARATI

(India's Public Service Broadcaster)

DIRECTORATE GENERAL: DOORDARSHAN

DOORDARSHAN BHAWAN, COPERNICUS MARG,

NEW DELHI – 110001

SUB: Request for proposal (RFP) for providing live, packaged news bulletins and co-anchored bulletins from global locations

TENDER NO: DDI/ContentEnhancement/Aug2023

Dear Sir,

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**7.9 ANNEXURE-9**

**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,

PRASAR BHARATI

(India's Public Service Broadcaster)

DIRECTORATE GENERAL: DOORDARSHAN

DOORDARSHAN BHAWAN, COPERNICUS MARG,

NEW DELHI – 110001

SUB: GoodsSupplyService: Name

TENDER NO: DDI/ContentEnhancement/Aug2023

Dear Sir,

I/We, <\_\_\_\_\_>hereby authorize the following representative(s) for attending any 'Meetings [Pre-Bid Meeting]', 'Un- priced Bid Opening', 'Price Bid Opening' and for any subsequent 'Negotiations' correspondence / communication against the above Bidding Documents:

[1] Name & Designation        Signature

[2] Phone/Cell:

Fax:

E-mail: ..... @ .....

[3] Name & Designation        Signature

[4] Phone/Cell:

Fax:

E-mail: ..... @ .....

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

Place: [Signature of Authorized 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 PRASAR BHARATI.



**7.10 ANNEXURE-10**  
**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/saving 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 Prasar Bharati responsible.

(Signature of Bidder/)

**7.11 ANNEXURE-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 Prasar Bharati

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

AND

M/s< \_\_\_\_\_>, at address<\_\_\_\_\_> acting \_\_\_\_\_ through Sh.<\_\_\_\_\_>, Chief Executive Officer, hereinafter called the "BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns, on the other.

**PREAMBLE**

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

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

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

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

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

NOW, THEREFORE,

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

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

And

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

And

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

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

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

- 1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the CONTRACT/ TENDER or the BUYER personally or any of his family members will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER/ SELLER, either for themselves or for any person, organization or third party related to the CONTRACT in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the CONTRACT.
- 1.2 BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER/ SELLER, which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 1.3 The officials of the BUYER will report to the Independent External Monitor (IEM) with a copy to the Chief Vigilance Officer (CVO) any attempted or completed

breaches of the above commitments as well as any substantial suspicion of such a breach.

- 1.4 In case any such misconduct on the part of such official(s) of the BUYER is reported by the BIDDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the CONTRACT process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the CONTRACT would not be stalled, unless considered necessary.

## 2 Article 2 - COMMITMENTS OF THE BIDDER

- 2.1 The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding or during any pre- contract or post-contract stage in order to secure the CONTRACT or in furtherance to secure it and in particular commits himself to the following:-
  - 2.1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official or family member of the BUYER, connected directly or indirectly with the 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 further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ authorised partner of the <SITC of \_\_\_\_\_> and has not engaged any individual or firm or company whether Indian or foreign other

than those Para 2.1.3 and Para 2.1.4 above, to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the CONTRACT to the BIDDER.

2.1.6 The BIDDER will not collude with other parties interested in the CONTRACT to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the CONTRACT.

2.1.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.1.8 The BIDDER shall not use impropriety, for purpose of competition or personal gain, or pass on to others, any information provided by BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.1.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.1.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above in the sub clause of this Article 2.

2.1.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an official of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

2.1.13 The BIDDER shall not lend or borrow any money or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

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

3.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this INTEGRITY PACT with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the TENDER process.

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

3.3 If the BIDDER can prove that he has resorted/ recouped the damage caused by him and has installed suitable corruption prevention system, the BUYER may, at

his own discretion, as per laid down organisational procedures, revoke the exclusion prematurely.

#### 4 Article 4 - SANCTIONS FOR VIOLATIONS

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

4.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.

4.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the CONTRACT is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.

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

4.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other CONTRACT for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.1.5 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

4.1.6 To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

4.1.7 Registration of suppliers and their eligibility to participate in Procurement Entity's procurements is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts.

i. A bidder shall be debarred if he has been convicted of an offence.

a. Under the prevention of Corruption Act. 1988: or

b. Under the Indian Penal Code or any other law for the time being in force, for causing a threat to public health as part of execution of a public procurement contract.

- ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity of Prasar Bharati for a period not exceeding three years commencing from the date of debarment.
  - iii. Buyer may debar a bidder or any of its successor, from participating in any procurement process undertaken by it, or period not exceeding two years, if it determines that the bidder has breached the code of integrity.
  - iv. Prasar Bharati will maintain such list of debarred suppliers which will also be displayed on its website.
  - v. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
- 4.1.8 To recover all sums paid in violation of this INTEGRITY PACT by the BIDDER to any middlemen or agent or broker with a view to securing the CONTRACT.
- 4.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 4.1.10 The BUYER will be entitled to take all or any of the actions mentioned at Paras 4.1.1 to 4.1.9 of this INTEGRITY PACT also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.1.11 The decision of BUYER to the effect that a breach of the provisions of this INTEGRITY PACT has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the IEM(s) appointed for the purposes of this INTEGRITY PACT

## 5 Article 5 - INDEPENDENT MONITORS

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

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

## 6 Article 6 - FACILITATION OF INVESTIGATION



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

## 7 Article 7 - LAW AND PLACE OF JURISDICTION

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

## 8 Article 8 - OTHER LEGAL PROVISIONS/ ACTIONS

- 8.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 8.2 Any dispute or difference arising between the parties with regard to the terms of this INTEGRITY PACT and / or, any action taken by the BUYER in accordance with this INTEGRITY PACT or interpretation thereof shall not be subject to arbitration.
- 8.3 Both the parties agree that this INTEGRITY PACT has precedence over the TENDER/ CONTRACT documents with regard to any of the provisions covered under this INTEGRITY PACT.

## 9 Article 9 – VALIDITY

- 9.1 The validity of this INTEGRITY PACT shall be w.e.f. the date of its signing and shall extend up to 5(five) years or during the complete execution of the CONTRACT to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. For unsuccessful BIDDERS at the tendering / pre-contract stage, this INTEGRITY PACT shall expire after six (06) months from the date of signing of the CONTRACT.
- 9.2 Should one or several provisions of this INTEGRITY PACT turn out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- 9.3 If any claim is made/ lodged during the validity period of the INTEGRITY PACT, the same shall be binding and continue to be valid despite the lapse of INTEGRITY PACT as specified above.
- 9.4 The parties hereby sign this INTEGRITY PACT at  
on\_\_\_\_\_.

(For & On behalf of the Prasar Bharati)

(For & On behalf of BIDDER)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**7.12 ANNEXURE-12****Bidder's Queries for Pre-Bid Meeting**

SUB: \_\_\_\_\_

TENDER NO: DDI/ContentEnhancement/Aug2023

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

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

The Address / Email / to Send Email Queries: Assistant Director (E) Room No.403  
DIRECTORATE GENERAL: DOORDARSHAN, DOORDARSHAN BHAWAN,  
COPERNICUS MARG, NEW DELHI- 110001 (INDIA) TELEPHONE 011-23114278  
E-Mail: ddpurchase401@yahoo.co.in

SIGNATURE OF BIDDER:

NAME OF BIDDER :

**7.13 ANNEXURE-13**

**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

PRASAR BHARATI

(India's Public Service Broadcaster),

DG: DOORDARSHAN, DOORDARSHAN BHAWAN,

Copernicus Marg, NEW DELHI

Dear Sirs,

1 In consideration of PRASAR BHARATI ((India's Public Service Broadcaster), DG:DOORDARSHAN having its head office at India (herewith referred to as the 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 5% of the of the value of the contract Rupees\_\_\_\_\_ (in words). We\_\_\_\_\_ (Name of the Bank) having its registered unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees do hereby guarantee and undertake to pay immediately on first demand in writing, in Rupees as acceptable to the Organisation any and all moneys the extent of Rupees\_\_\_\_\_ (In words). In aggregate at any time without any demur, reservations, recourse, contest or protests and /or without any reference to the contractor. Any such demands made by the 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.

2 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.

3 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.

4 The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/equipment as the same is a condition of supply contract and all the dues of the Organisation under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the Organisation discharge this guarantee in writing.

5 We further agree that as between us and the Organisation for the purpose of this guarantee any notice given to us by the Organisation that the money is payable by the contractor and any amount claimed in such notice by the Organisation shall be conclusive and binding on us notwithstanding any difference between the Organisation 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 Organisation that of the contractor. We also undertake not to revoke this guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.

6. Notwithstanding anything contained herein above, our liability under this guarantee is \_\_\_\_\_ limited \_\_\_\_\_ to \_\_\_\_\_ Rs. \_\_\_\_\_ (In figure)(Rupees \_\_\_\_\_) (In words) in aggregate and it shall remain in full force up to 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 up to 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 Organisation 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 Organisation under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

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

Dated this.....day of ..... At .....

(SIGNATURE)

(Full name and address in of official capital letter)

(Designation with Bank Stamp)

Date

Witness No. 1

Signature .....

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

.....

Witness No. 2

Signature .....

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

.....

\* Applicable where the party is foreign one.

\*\* Applicable where the party is Indian.

#### INSTRUCTIONS

(FOR FILLING UP BANK GUARANTEE FOR PERFORMANCE BOND)

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

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

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

a. The period one year mentioned in clause 6 should be available after the expiry of the validity period/satisfactory performance, as the case may be, or any extension of such period.

b. The Bank Guarantee by bidders will be given from any Scheduled Commercial Bank in India.

c. In the case of guarantee by a foreign bank, the same should be got confirmed by an Indian Commercial bank.

#### **7.14 ANNEXURE - 14**

##### **Declaration Regarding Acceptance of Terms & Conditions contained in the Request for Proposal (RFP) Document and Declaration Regarding Clean Track Record**

*[On the Letterhead of the Entity including full postal address, and telephone, facsimile, and e-mail address]*

Reference No. \_\_\_\_\_

Date:

To:

Purchase Cell, Doordarshan  
Doordarshan Bhawan  
Copernicus Marg  
New Delhi-110 001

Sir,

We have carefully gone through the Terms & Conditions contained in the RFP Document regarding applications for Request for Proposal (RFP) for Providing Live, packaged News bulletins and co-anchored bulletins from global locations.

We declare that all the provisions of this RFP Document are acceptable to us. We also declare that we have not been debarred / blacklisted by any Government / Organization in any Country.

It is further certified that the signatory to this document is the authorized signatory and, therefore, competent to make this declaration.

Yours truly,

Signature/Name of the Authorized Signatory

Seal of the Company



**7.15 ANNEXURE-15**  
**LETTER OF SUBMISSION**

*[On the Letterhead of the agency including full Postal address, and telephone, facsimile,  
and e-mail address]*

Reference No. \_\_\_\_\_

Date:

To:

Purchase Cell, Doordarshan  
Doordarshan Bhawan  
Copernicus Marg  
New Delhi-110 001

Subject: An Invitation for Request for Proposal (RFP) for Providing Live, packaged News bulletins and co-anchored bulletins from global locations

Sir,

Having examined the details given in RFP document for the above project, we \_\_\_\_\_ hereby submit the relevant information for considering our Request for Proposal (RFP) for Providing Live, packaged News bulletins and co-anchored bulletins from global locations.

- a. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
- b. We have furnished all information and details necessary for RFP and have no further pertinent information to supply.
- c. We also authorize PB or his authorized representative to approach individuals, employers and entities to verify our competence and general reputation. We submit the following documents in support of eligibility criteria.

Signature/Name of the Authorized Signatory

Seal of Company Date of submission:

Details of Submitted Enclosures:

(Complete index of documents along with page number to be linked up)

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