
"INVITATION FOR BID (IFB)"

No.:BPL/DDK/E(S)/2025-26/E-211809

Date: 08.05.2025

**Sub.:- BIDDING FOR HIRING OF SILENT DIESEL GENERATOR SET 40KVA & 62.5 KVA
for deployment in Bhopal District and all other Districts of Madhya Pradesh. (TWO BID
SYSTEM)**

On behalf of the Prasar Bharati (India's Public service Broadcaster, tenders are invited from eligible bidders in the prescribed Bid Proforma under the subject in complete accordance with the following details and enclosed Bid Documents, as prescribed at Annexure. The details of tender are given below:

The sealed tenders/quotations, as per the Terms and Conditions mentioned below are invited from firms having sufficient quantity of DG Sets of **40KVA & 62.5 KVA** and having at least 2 years of experience of providing DG sets on hiring.

The tender shall be valid **for the period of one year from the date of acceptance** as per the requirements of the Doordarshan Kendra Bhopal. The vendor must have sufficient quantity of DG set to meet the requirement on a short notice [within 6 hours of the information/deployment order]

The tender should be submitted through C-1 INDIA portal only up to **29.05.2025 by 13:00 hours :- SUPERSCRIBED details-**

1. Enquiry Reference: TENDER FOR HIRING OF SILENT DIESEL GENERATOR SET 40KVA & 62.5 KVA for deployment in Bhopal and all other Districts of Madhya Pradesh.

C-1 INDIA Bid No. _____

2. Last Date and Time for submission of bids : **29.05.2025 at 1300 Hours**
3. Date & Time of opening of Bid : **29.05.2025 at 1500 Hours.**

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

1.1.1 Tender Inviting Authority	Dy. Director General, Doordarshan Kendra; Bhopal (M.P.)
1.1.2 Name of the Supply /Work	HIRING OF SILENT DIESEL GENERATOR SET
1.1.3 Tender Reference No.	No.: BPL/DDK/E(S)/2025-26 /E-211809
1.1.4 Place of availability of Tender Documents	C-1 INDIA Portal
1.1.5 Estimated Cost & Period of the Tender	Rs. 8,00,000/-(Rs. Eight Lakhs only) <u>For the period of one year</u> May be extended for another one year with 5% increase in Hiring Charges, if agreed by the firm.
1.1.6 Tender Processing Fee	As per C-1 INDIA Portal norms.
1.1.7 Earnest Money Deposit (EMD) @ 2% of Estimated Cost	Rupees 16,000/- only (Rs. Sixteen Thousand only/-) <u>Exempted for MSME & start-up bidders.</u> payable in favour of - DDO, DDK; Bhopal – Demand Draft or Online Payment Account No.- 34915665499 Bank- State Bank of India, Sultania Road; Bhopal IFSC- SBIN0000332
E-PBG_@ 3% of Estimated Cost _____	<u>Rs 24,000/- only (Rs Twenty Four Thousand only)</u>
1.1.8 Address to send Pre bid Queries	Through C-1 INDIA Portal. The query is required to be submitted in the prescribed Form No. 11 Email: "SANJAI MISHRA" <sanjaimishra@prasarbharati.gov.in>
1.1.9 Nature of bid process	Two BID System <u>Technical & Price Bid</u>
1.1.10 Broad Scope of Work	Refer Section APPENDIX-E
1.1.11 Bid Validity up to:	120(One Hundred Twenty) days from the date of opening of Bid.
1.1.12 Bid Bond Validity up to :	165 days (Bid validity + 45 days beyond bid validity.)

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

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- 1.2 Instructions to Bidders: As per Appendix-A
- 1.3 General Terms and Conditions: As per Appendix-B
- 1.4 Bid Evaluation Criteria: As Per Appendix-C
- 1.5 Delivery Period: As per Appendix-D.
- 1.6 Technical Specification: As per Appendix-D.
- 1.7 The Bid Security/Performance Security from any Indian scheduled Commercial Bank would be acceptable.
- 1.8 Warranty: Required as per clause 3.9 of Appendix-B (General Terms and Conditions).
- 1.9 **Performance Security Deposit:** Required as per Clause 3.8 of Appendix-B (General Terms and Conditions).and Annexure- 14(Form -14) and shall be 3% of the estimated cost.

1.9.1 Performance security ePBG shall be valid up to two months after completion of work /supply/end of guarantee whichever is later.

1.10 Bids shall be submitted in electronic mode through C-1 INDIA portal only as per the ITB; EMD/Bid Security have to be submitted in physical/bank transfer form by the bidder before the due date & time of the opening of the bid, and copy of the same shall also be uploaded along with the Technical Bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS):-

1.11 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations.

1.12 A Nil deviation Certificate as mentioned in the Form-6 shall have to be essentially submitted by the Bidder along with the commercial Bid.

1.13 The Tender will be governed by the “Instruction to the Bidder” as per Appendix-A; “General Terms and Conditions” placed at Appendix-B and “Technical Specifications” at Appendix-D. 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.

1.14 Single Stage Two Bid Systems shall be followed for this tender. Bidders should take due care to submit tenders in accordance with Bid requirements as specified in clause 2.1 of “Instruction to Bidders” (Appendix-A). Bid evaluation Criteria at Appendix-C shall be the basis for evaluation of tenders.

1.15 For Payment terms pertaining to Supply contracts and SITC/SETC Contracts, please refer to clause 2.24 of the tender document.

1.16 As per clause 171(1) of CGST Act, 2017 which relates to anti-profiteering measure, any reduction in rate of tax on any supply of goods and or services or both, the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

1.17 THE FOLLOWING SHOULD BE SUBMITTED ALONG WITH THE TENDER: Documents as specified in Technical specifications at Appendix-D

1.18 **Paying Authority : DDO, DDK; Bhopal**

Note:-Supplier has to provide Consignee-wise Tax Invoices to respective Bill Processing Authorities. The GST Compliant Invoices should have firm's GSTIN & buyer/Consignee GSTIN.

1.19 Prasar Bharati follows e-tendering Process; Bid shall be submitted only through C-1 INDIA Portal. 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 C-1 INDIA Portal regarding the e-tendering.

1.20 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.

1.21 **EVALUATION METHODOLOGY:** Price evaluation shall be as under: The "Schedule of Rates / Prices" quoted for complete scope of work /Supply inclusive of GST shall be taken up for evaluation, on overall L-1 basis.

1.22 Purchase Preference (Linked with Local Content): Applicable as per government guideline/Tender Document.(Refer Para 4.6)

1.23 In case any cess on GST is applicable same shall also be considered in evaluation.

1.24 The Bidders shall quote on FOR destination basis only.

**For & on behalf of Prasar Bharati,
The Deputy Director General (Engineering)
(Kind Attention:Shri Sanjai Mishra)
(AE, Engineering Stores)
Doordarshan Kendra Shyamla Hills,
Bhopal PIN-462002
E-mail ID : aestoreddkbpl@gmail.com
Contact No. : 0755-2660555**

APPENDIX- A

2.0 INSTRUCTION TO BIDDERS (ITB)

2.1 INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION:

2.1.1 The scope of work / Supply of stores to be tendered are available in the complete bid documents which can be viewed / downloaded through C-1 INDIA Portal

2.1.2 Financial Bid will be submitted as per the prevailing utility of C-1 INDIA Portal

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 documents / papers uploaded / submitted by the bidder must be in English and legible.

2.1.5 The bidders/Vendors shall be charged the Processing Fees etc. as applicable in C-1 INDIA Portal (if any)

2.1.6 Page No. shall be given on each and every paper/documents serially uploaded/ submitted in the commercial bid.

2.1.7 Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as “0” (Zero).

2.1.8 The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date as per the norms/utility of C-1 INDIA Portal

; No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

2.1.9 The Bid Security/Earnest Money shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank, in favour of DDO, DDK; BHOPAL. 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

Bid Security/EMD shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach Shri Sanjai Mishra (AE), Engineering Stores) Doordarshan Kendra Shyamala Hills, Bhopal - PIN-462002

2.1.10 EMD should reach to this Kendra, 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.

2.1.11 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.

2.1.12 The successful Bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of 3% of the estimated cost 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). Performance Security shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form.

2.1.13 Bid must contain scanned copy of Unconditional Acceptance of Prasara Bharati's Tender Terms & Conditions, GST details and EMD etc.

2.1.14 In case of payment through net-banking the money will be immediately transferred to Prasara 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 C1 India 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 Prasara Bharati account before submission of bid.

2.1.15 Bidders are advised to submit written queries in advance of the Pre-Bid Meeting. The Form # 13 can be used for this purpose. After the Meeting, the techno-commercial requirements may be revised, if considered necessary. After that no request/query will be entertained

2.1.16 Prasara Bharati reserves the right to accept or reject any or all applications without assigning any reasons. Prasara Bharati also reserves the right to annul the tender process at any stage without assigning any reason.

2.1.17 If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through C-1 INDIA portal. The bidder shall upload the requisite clarification/documents within time specified by Prasara Bharati, failing which tender will be liable for rejection.

2.1.18 Prasara 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 Prasara Bharati, Government or Public sector. (Rule 151, GFR 2017) Prasara 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 Prasara Bharati shall take the following action:

2.1.18.1 Forfeit the entire amount of EMD submitted by the firm.

2.1.18.2 The agency shall be liable for debarment from tendering in Prasara Bharati, apart from any other appropriate contractual/legal action.

2.1.18.3 Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance

2.1.19 Bidders have to submit a GST Registration Certificate of MP State while uploading the tender.

2.1.20 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.

2.1.21 IGST and Compensation Cess (wherever applicable) will be levied on imports.

2.1.22 Terms & Conditions given in Technical specifications will supersede for conflict with any terms & conditions given in Tender Document.

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.

2.2 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 Submission of Bid on C-1 INDIA Portal only

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

2.5.1 **PART-I: "TECHNO-COMMERCIAL/ UNPRICED BID"**: Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents and relevant forms [Form 1,4 or 3, and requisite documents as per the requirements mentioned under Essential Eligibility Criteria at 2.16

2.5.2 **PART-II: Price Bid**: As per the Price bid and schedule of rates mentioned under Annexure E

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 C-1 INDIA Portal 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 C-1 INDIA 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.

2.10.1 VALIDITY PERIOD OF OFFER

2.10.1.1 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.

2.10.1.2 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.

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

2.11 OPENING OF TENDERS

2.11.1 The tender will be opened online through C-1 INDIA Portal utility at the time specified in the tender document, on the date of opening indicated in the "Invitation to Bid",

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

2.11.3 PRICES FOR BIDDERS

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

2.12 TAX LIABILITY-

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

2.12.2 NOT APPLICABLE

2.12.3 NOT APPLICABLE

2.14.4 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) to enable Prasar Bharati to avail Input Tax Credit (ITC). Further, returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.

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

2.12.6 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.

2.13 Essential Eligibility Criteria

Criteria Description	Description
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 3 Years: Copy of the Registration certificate
Annual Turnover/ Net Worth (<i>CA certified documents</i>)	<input type="checkbox"/> Average Annual turnover is Rs 16,00,000/- in the last 01 financial years Or <input type="checkbox"/> Cumulative Turnover is Rs 48,00,000/- in the last 03 financial years Or <input type="checkbox"/> Average Annual Net Worth of minimum of 50% of estimated cost of the project in the last 01 financial years Or <input type="checkbox"/> Cumulative Net Worth of minimum of 150% of estimated cost of the project in the last 03 financial years. Copy of CA certified documents
GST	Copy of Registration certificate of MP State
PAN	Copy of PAN
EMD	Scanned copy of EMD along with Form-4 or Declaration of MSME as per Form-3
Office Address Proof (<i>Guamsta /other Govt. issued documents</i>)	The Bidder should have Office/Branch at Bhopal and should provide valid Trade license / Electricity Bill/Lease agreement /any valid document .
Work Experience (<i>Self - certified with relevant documents</i>)	Copy of the at least 4 work orders of hiring of 62.5 KVA and or 40 KVA in last 2 years Silent DG sets provided to the Government/PSU/Private organizations

2.14. Bidder should meet experience and other criteria, if any as specified in Appendix-D.

2.15 PURCHASE PREFERENCE

2.15.1 Purchase preference to Central Government Public Sector Undertaking, Micro, Small & Medium Enterprises (MSMEs), Startup shall be allowed as per Government instructions in vogue, as applicable necessary supporting documents to be furnished by the bidder.

2.15.2 Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E-II dated 15.06.2017 of Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion and its amendments shall be applicable. Purchase preference for the domestic manufacturer, the methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and modalities for compliance and monitoring shall be as per the Para 4.6.

2.16 CONSIDERATION OF OFFER IN FULL OR IN PART

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

2.17 SPECIFICATIONS

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

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

2.18.1 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, NEFT(Bank details to be given), Bank Draft or Bank Guarantee of any Scheduled Commercial Bank in India in case of Indian supplier or Bank Guarantee/Demand Draft in equivalent Indian currency from a Scheduled Commercial Bank in favour of DDO, DDK; BHOPAL 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 BHOPAL. 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).

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

2.18.3 Bidders exempted from EMD are to submit required documents.

2.18.4 The earnest money/bid bond of unsuccessful bidders will be returned on finalization or after the award of the Tender to the Lowest Bidder (L1), and the earnest money/bid bond of the successful bidder will be returned on receipt of requisite security deposit/Performance Bond.

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

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

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

2.18.5.3 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;

2.18.5.4 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;

2.18.5.5 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;

2.19 SECURITY DEPOSIT/ PERFORMANCE BOND.

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

2.20 PAYMENT TERMS:-The supplier will submit bill after satisfactory completion of Service with applicable GST applicable on the total basic amount along with a copy of deployment Notes / order .

2.21 UNSOLICITED POST TENDER MODIFICATION

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

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

2.21.3 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.

2.22 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

2.22.1 This Organization has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organization 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 Organization'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.

2.22.2 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:

2.22.2.1 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.

2.22.2.2 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.

2.22.2.3 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

2.23 SIGNING OF AGREEMENT

2.23.1 Prasar Bharati will award the Contract to the successful Bidder as per the provisions/utility of C-1 INDIA portal.

2.23.2 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.

2.23.3 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.

2.23.4 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

2.24 EMPLOYMENT BY FIRMS TO OFFICIALS OF THIS ORGANISATION.

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

2.25 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.

APPENDIX-B

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

(i) Full tank Diesel must be provided at the time of Deployment.

(ii) Details of operators must be provided well in advance for making passes during VVIP Coverage.

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 <**DDG (E), DDK; Bhopal**>, 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 organization 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 organization 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 organization.

3.1.8 ORDER PRICE

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

3.1.9 DELIVERY PERIOD

Shall mean receipt of the stores, erection & commissioning of the stores depending on the type of contract (Supply of Stores/SITC/SETC) by the date specified in the ORDER. Deploy DG within 04 to 06 Hrs of order issued to firm at Venue.

3.1.10 DESTINATION

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

3.1.11 EQUIPMENTS/MATERIALS

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

3.1.12 DRAWINGS

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

3.1.13 SPECIFICATIONS

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

3.1.14 INSPECTORS

Shall mean any person or outside Agency nominated by this organization 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.

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 organization or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

3.1.16 APPROVAL

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

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

3.1.18 SCOPE OF ORDER

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

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

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

3.4 WORK TO BE CARRIED OUT UNDER THE ORDER

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

3.5 SPECIFICATION, DRAWING, TECHNICAL MANUALS

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

3.5.2 The supplier/contractor shall be responsible for any loss to this Organization consequent to the furnishing of the incorrect data/drawings/equipment/DG set.

3.5.3 Specifications, design and drawings issued by this organization to the supplier/contractor along with tender specification and ORDER are not to be sold or

given on loan. These documents continue to remain property of this organization or their assignee and are subject to recall by this organization.

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

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

3.6 ACCEPTANCE OF ORDER

3.6.1 Within three to four hrs from date of mailing of ORDER, SUPPLIER/CONTRACTOR shall confirm acceptance of the order in its entirety.

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

3.6.3 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.

3.6.4 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 organization reserves the right to cancel, in writing, without prejudice to other terms, the entire ORDER or part of it without notice. Under these circumstances the earnest money /bid bond given by the supplier will be forfeited in full.

3.7 MODIFICATION IN ORDER

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

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

3.8 PERFORMANCE SECURITY DEPOSIT.

3.8.1 The successful bidder, within 30 (Thirty) days of the receipt of order/letter of intent, will be required to send Security Deposit in the form of Bank Draft/NEFT or in lieu thereof a Bank Guarantee from an Scheduled Indian Commercial Bank for amount as indicated in Para 1.7.1 of the "Invitation to Bid". Being a FOR destination contract, the Security Deposit shall be applicable value of order

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

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

3.8.4 Security Deposit, Performance Bond shall be refunded to the supplier after completion of warranty period as stipulated in the order. If the materials are

supplied in the extender delivery period, the supplier will extend the validity of Bank Guarantee accordingly and the Bank Guarantee will be released after extended validity is expired.

3.8.5 For any equipment or spare parts thereof replaced during Guarantee/warranty period, it shall have further warranty for a period of 12 months from the date of acceptance as per Clause 3.9.5. The supplier will extend the validity of Bank Guarantee for a value proportionate to the value of the equipment for the period commensurate with the period of Guarantee/Warranty extension and the Bank Guarantee will be released after completion of extended warranty period subject to fulfillment of other conditions stipulated in Clause 3.9.1 to 3.10.2 below.

3.9 PERFORMANCE GUARANTEE

3.9.1 SUPPLIER/CONTRACTOR shall guarantee that the performance of the Service EQUIPMENT/MATERIAL supplied under the order shall be strictly in conformity with specification and shall perform the duties specified under the ORDER.

3.10 REJECTION

3.12 FAILURE AND TERMINATION CLAUSE : In case the service provider fails to provide DG set for the coverage/recording, without any acceptable reason Doordarshan shall make its own arrangement for DG set hiring from the alternative source to cover such coverage/recording. However Prasar Bharati, Doordarshan shall deduct Rs. 5000/- from the existing/future bill of the Service provider in addition to the difference of deployment cost (if any) for making alternative arrangements. After three such failures the contract will be terminated without any notice and the PBG shall be fortified.

3.13 BREAKAGE/SHORTAGE

3.13.1 Claim in respect of breakage/shortages, if any, shall be preferred on the supplier/contractor within thirty days from the date of receipt of stores at destination by Ultimate consignee which shall be replaced/made good by the supplier/contractor at his own cost.

3.13.2 All risk or loss or damage to the material shall be upon the supplier/contractor till it is delivered in accordance with the terms and conditions of the supply order.

3.14 DESIGNS, PATENTS AND ROYALTIES –NOT APPLICABLE

3.15 FORCE MAJEURE

3.15.1 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.

3.16 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.

3.17 FALL CLAUSE

3.17.1 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.

3.17.2 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.

3.17.3 The contractor/supplier shall furnish the following certificate to the concerned Purchaser. NOT APPLICABLE

3.18 ARBITRATION

3.18.1 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 .

3.18.2 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.

3.18.3 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.

3.18.4 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.

3.18.5 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.

3.18.6 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.

3.18.7 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.

3.18.8 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.

3.19 COMPLAINT OF SPECIFICATIONS

3.19.1 The successful Bidder shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work.

3.19.2 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions”.

3.19.3 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -

Description of Schedule of Quantities.

Particular Specification and Special Condition, if any.

Drawings.

AIR/DD Specifications.

Indian Standard Specifications of B.I.S.

3.19.4 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

3.19.5 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract

3.20 COMPLIANCE TO MINIMUM WAGE ACT

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

APPENDIX-C

1. BID EVALUATION CRITERIA

4.0 VITAL COMMERCIAL CRITERIA FOR ACCEPTANCE

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

4.0.2 Bid should be from any vendor dealing with the hiring out of DG sets. The Bidder should have sufficient number of 40/62.5 KVA silent type DG sets.

4.0.3 After opening of the price bids, if the Lowest Bid(L-1) rate is found substantially higher than the updated cost estimate or available budget, Prasar Bharati DDK, Bhopal will cancel the procurement process/ reject all Bids; re-Tender will be invited afresh after detailed scrutiny of the estimated cost.

4.0.4 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.

4.0.5 SUBMISSION OF BID BOND/BANK GUARANTEE ALONG WITH BID

a) In case of domestic bidders, tender must be accompanied with Earnest Money Deposit in the form of either a Bank Draft Payable to <DDO, DDK; Bhopal> 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 of equipment during warranty 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.

APPENDIX-D

Detailed Scope of Work: Hiring of Silent DG sets of 62.5 KVA and 40 KVA for deployment at Bhopal district and all the districts of the Madhya Pradesh for a period of 1 year. Quote may be given for minimum 1 day hiring, this office reserve the rights to utilize DG set in the multiple of days. Billing shall be based on DG set Utilization per hour on the actual basis, certified by the Officer on duty

Technical Specifications: 62.5 KVA and 40 KVA Silent DG sets , as per the requirement preferably not more than 10 years old , in good condition, providing stable voltage along with the operator , 63 A changeover switch and power cable length 100 meter , 4 core/3 phase , 63 A capacity , shall be provided by the firm.

Execution Period: The firm must have sufficient quantity of DG set to meet the requirement on short notice [within 3-4 hours of the information/ deployment order]

APPENDIX-E: Price Bid

1. Rates for hiring DG set of various capacities shall be on the per day basis.

Rate schedule

S. No	Description	Type	Duration	HSN/SACcode	Rate (Inclusive of taxes, Charges etc.) for 1 day hiring	Fuel cost Diesel Consumption Per Hour in Litre X Diesel @Rs 100/- per litre for 8 hr running	Labour charges for two labours per day as per prevaili ng labour law	Rate per Km for deployment beyond the defined distance from the collectorate office of concerned district headquarters in whole MP*	Total (A+B+C+D)
					A	B	C	D	E
1	Hiring of silent type mobile DG set <u>alongwith</u> <u>100 mtr 4 core</u> <u>power cable,</u> <u>change-over</u>	40 KVA	Per day						
2	<u>switch of 63</u> <u>AMP capacity</u> and DG operator	62.5 KVA	Per day						
“F” GRAND TOTAL (1+2) = _____									

Evaluation Criteria: Fuel consumption will be calculated @ Rs 100/- per litre of Diesel for determining L1. (F will be counted for lowest)

- However, any increase or decrease of diesel rate will be accounted for release of bill.
- Extra running rate shall be applicable beyond the 20 Km's from the Collectorate office in r/o Bhopal, Indore, Gwalior and Jabalpur districts while 10 Km's in r/o other districts
- **Total = Hiring Rate (+) fuel cost calculated @ 100/litre X consumption of diesel in litres per hour for 8 hrs. running (+) Labour (+) Extra running rate will be considered for arriving L1.**

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

To,

Prasar Bharati

TENDER NO: <_____>

1	Bidder Name:	
2	Number of Years in Operation	
3	Address of Registered Office	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/ Services are to be dispatched/ provided along with GST no. <i>(In case supply of Goods/ Services are from multiple locations, addresses and GST no. . Of all such locations are</i>	City: District: State: PIN/ZIP: GST No.:
	<i>to be provided). (Indian Bidder only)</i>	
5	Telephone Number of address where order is to be placed	(Country Code)
6	E-mail address	
7	Fax Number (if available)	(Country Code)

8	Website	
9	Name & Designation of Contact Person	
10	ISO Certification, if any {If yes, please furnish details}	
12	Banker's Name	
13	Branch	
14	Branch Code	
15	Bank Account Number	
16	PAN No	
17	Status of Firm	Proprietorship Firm/Partnership firm/Limited/Others If Others Specify: [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
18	GST No. (refer sl. no. 4B above)	[Enclose copy of GST Certificate]

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal

ANNEXURE-2 (FORM-2)
BID SUBMISSION FORM AND AGREEMENT

To,
Prasar Bharati

SUB: <_____>.

TENDER NO: <_____>

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

ANNEXURE-4 (FORM-4)

(PROFORMA OF BANK GUARANTEE FOR BID BOND)

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 Organisation 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 Organisation on the bank shall be conclusive and binding
notwithstanding any difference between organisation 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 Organisation 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 Organisation 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 Organisation, 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
Organisation 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 Organisation 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 Organisation that the Organisation 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 Organisation or any
indulgence shown by the Organisation 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 Organisation 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 organisation 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 Organisation 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 Organisation 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 organisation 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 Organisation 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 Organisation 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)

1. The bank guarantee should be stamped in accordance with the Stamp Act.
2. The non-judicial stamp paper should be in the name of the issuing bank.
3. 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".
4. Please indicate the currency in which bank guarantee is being given Rs/- 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.
5. 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.
6. 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 Organisation 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.

ANNEXURE-6 (FORM-6)

(Technical Bid)

Subject: Notice Inviting Tender for

<  >

NIT Enquiry No: <  >

NIL DEVIATION
CERTIFICATE

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

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

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

ANNEXURE-8 (FORM-8)

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

To,
Prasar Bharati

SUB: < _____ >.

TENDER NO: < _____ >

Dear Sir,

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Desi
gnati
on:

Seal:

ANNEXURE-9 (FORM-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

SUB: < _____ >.

TENDER NO: < _____ >

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.

ANNEXURE-10 (FORM-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/)

ANNEXURE-13 (FORM-13)

BIDDER'S QUERIES FOR PRE BID MEETING

SUB: <_____>.

TENDER NO:<_____>

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

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

The Address / Email / to Send Email Queries :<_____>

<_____>

SIGNATURE OF BIDDER:

NAME OF BIDDER :

ANNEXURE-14 (FORM-14)

(PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY)

(To be stamped in Accordance with Indian stamp Act)

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

RefBank Guarantee No.

To

PRASAR BHARATI

(India's Public Service Broadcaster),

DG: DOORDARSHAN, DOORDARSHAN BHAWAN,

CopernicusMarg, 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 3 % 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 upto and including 60 days after (Indicate the date of expiry of Guarantee/Warranty period) unless extended further, from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case it shall remain in full force upto the expiry of the extended period. Any claim under this guarantee must be received by us before the expiry of one year from _____ (indicate the date of expiry of Guarantee/warranty period) or before the expiry of one year after the expiry of extended period, if any. If no such claim has been received by us within one year after the said date/extended date, the right of the 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.

3.1 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.

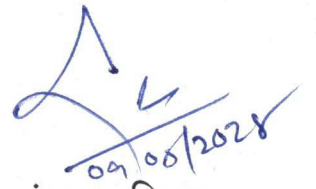
दूरदर्शन केंद्र (प्रसार भारती)
श्यामला हिल्स, भोपाल (म. प्र.) – 462002

निविदा आमंत्रण सूचना

दूरदर्शन केंद्र भोपाल द्वारा निम्न कार्य हेतु योग्य एवं अनुभवी एजेंसियों से मुहरबंद निविदाएं आमंत्रित की जाती हैं। निविदा जमा करने की अंतिम तिथि 29.05.2025, 13:00 बजे तक है। विस्तृत जानकारी हेतु निम्न वेबसाइट का अवलोकन करें।

<https://prasarbharati.eproc.in/ProductPB/publicDash>

Sr. no	निविदा संख्या	विवरण
1.	BPL/DDK/E(S)/2025/E-211809	40 केवीए एवं 62.5 केवीए साइलेंट टाइप जनरेटर को भोपाल एवं मध्यप्रदेश के सभी जिलों में किराये पर लेने हेतु


09/05/2024
संजय मिश्रा

सहायक अभियंता, अभियांत्रिकी भंडार
दूरदर्शन केंद्र
भोपाल