

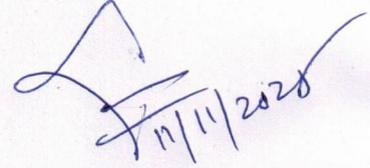
दूरदर्शन केन्द्र (प्रसार भारती)
श्यामला हिल्स, भोपाल (म.प्र.) - 462002

निविदा आमंत्रण सूचना

दूरदर्शन केन्द्र भोपाल द्वारा निम्न कार्य हेतु योग्य एवं अनुभवी एजेंसियों से मुहरबंद निविदाएं आमंत्रित की जाती हैं। निविदा जमा करने की अंतिम तिथि 02.12.2025, 13.00 बजे तक है। विस्तृत जानकारी हेतु निम्न वेब साइट का अवलोकन करें।

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

क्र०	निविदा संख्या	विवरण
1.	BPL/DDK/E(S)/2024-25/E-271439	60 टन क्षमता के (वोल्टास मेक, मॉडल CWCDR60) केन्द्रीय एअर कंडीशनिंग प्लांट 2 एवं 4 का रिपेयर एवं स्पेयर सप्लाई


11/11/2024

(संजय मिश्रा)

सहायक अभियंता
दूरदर्शन केन्द्र, भोपाल

"INVITATION FOR BID (IFB)"

No:BPL/DDK/E(S)/2025-26/E-271439

Date: 11/11/2025

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 01-09, <Form No. 01 to 09>. The details of tender are given below:

The sealed tenders/quotations, as per the Terms and Conditions mentioned below are invited from **OEM/OEM authorized service providers/Firms with experience of central AC plant repairing.**

The tender should be submitted through C-1 INDIA portal **only- 02/12/2025 by 13:00 hours:-SUPERSCRIBED details-**

Enquiry Reference: **Tender for Repairing, supply and replacing of spares of Central AC plant comprising of 60 Ton capacity Compressor of make: Voltas, model: CWCDR60 OMNT and associated equipment of DDK Bhopal. (Plant No. 02 & 04)**

1.

1. C-1 INDIA BiD No

2. Last Date and Time for submission of Bid: 02/12/2025 at 1300Hours

3. Date & Time of opening of Bid: 02/12/2025 at 1500hours.

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

1.1.1 Tender Inviting Authority	Deputy Director General(E), Doordarshan Kendra; Bhopal (M.P.)
1.1.2 Name of the Supply /Work	Tender for Repairing, supply and replacing of spares of Central AC plant comprising of 60 Ton capacity Compressor of make: Voltas, model: CWCDR60 OMNT and associated equipment of DDK Bhopal. (Plant No. 02 & 04)
1.1.3 Tender Reference No.	No: BPL/DDK/E(S)/2025-26/E-271439
1.1.4 Place of availability of Tender Documents	C-1 INDIA Portal
1.1.5 Estimated Cost & Period of the Tender	Rs. 4,82,628/- (Rupees Four Lakhs Eighty-Two Thousand Six Hundred Twenty Eight only)

1.1.6 Tender Processing Fee	As per C-1 INDIA Portal norms.
1.1.7 Earnest Money Deposit (EMD)	EMD @ 2% of the Estimated cost shall be payable in favour of – (For NON-MSME Bidders) DDO, DDK; Bhopal – Demand Draft OR ON LINE Payment Account No.- 34915665499 Bank- State Bank of India, Sultania Road; Bhopal IFSC- SBIN0000332 <u>Exempted for MSME bidders, as per Government of India policy.</u>
1.1.7(a) Performance Bank Guaranty (ePBG)	ePBG @ 3% of PO Value
1.1.8 Address to send Pre bid Queries	Through C-1 INDIA Portal. The query is required to be submitted in proper format.. 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-E1 –E2
1.1.11 Bid Validity up to:	06month from the date of opening of Bid.
1.1.12 Bid Bond Validity up to :	06 month+45 days (Bid validity +45 days beyond bid validity.)
1.1.13 Date of publication of Bid	11.11.2025 at 1300 Hr
1.1.14 Last Date & Time for Submission of written queries by bidders	27.11.2025 at 1300 Hrs
1.1.15 Pre Bid Meeting	27.11.2025 at 15.30 Hrs
1.1.16 Place for Pre-bid meeting	Sanjai Mishra AE, Doordarshan Kendra Shyamala Hills, Bhopal PIN-462002
1.1.17 Opening of Technical bid	<u>02.12.2025 at 1500 hrs</u>
1.1.18 Opening of	AFTER EVALUATION OF THE OF TECHNICAL BIDS

Commercial bids	
1.1.19 Address for Communication	Through C-1 INDIA Portal The Deputy Director General (Engineering)(Kind Attention: Shri Sanjai Mishra, AE,) Doordarshan Kendra Shyamla Hills, Bhopal -462002
1.1.20 Paying Authority	DDO, DDK Bhopal

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

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 Technical Specifications & Delivery Period: As per Appendix-D.

1.6 The Bid Security/ Performance Security from any Indian scheduled Commercial Bank would be acceptable.

1.7 Performance Security Deposit: Required as per Clause 3.8 of Appendix-B (General Terms and Conditions) and Annexure- 9(Form -9).

1.7.1 ePBG - 3 % of PO value.

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

1.8 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).

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

1.10 A Nil deviation Certificate as mentioned in the Form-4 shall have to be essentially submitted by the Bidder along with the commercial Bid.

1.11 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.

1.12 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.

1.13 For Payment terms pertaining to Supply contracts and SITC/SETC Contracts, please refer to clause 2.20 of the tender document.

1.14 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.

1.15 THE FOLLOWING SHOULD BE SUBMITTED ALONG WITH THE TENDER.

1.15.1

Sr No	Type of Document	Remarks
1	In case of the firms having experience of repairing and maintenance of Central AC plants Copy of 1 work order executed in the past 2-year duration of maintenance & repair of central AC plant issued by Government/PSU/Private department/firm[No such document is required from the OEM/OEM authorised service provider]	
2	Copy of EMD payment instrument	
3	Copy of GST registration certificate	
4	Copy of PAN	
5	Copy of MSME certificate/declaration in Form-3	

1.16 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.

1.17 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.

1.18 Clarification(s)/Corrigendum(s) if any shall also be available on referred above websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

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

1.20 The Bidders shall quote on FOR destination basis only.

Sanjai Mishra

AE

For & on behalf of

Deputy Director General (Engineering)

Prasar Bharati, Doordarshan Kendra, Shyamla Hills,

Bhopal -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 applicable value of contract 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 Prasar 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 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 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 Prasar Bharati account before submission of bid.

2.1.15 Bidders are advised to submit written queries in advance of the Pre-Bid Meeting. The proper Form 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 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.

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

2.1.18 Prasar Bharati reserves the right to reject whose performance at ongoing Supply/ Work(s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any office of Prasar Bharati, Government or Public sector. (Rule 151, GFR 2017) Prasar Bharati reserves the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then Prasar Bharati shall take the following action:

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

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

2.1.19 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

2.1.20 Bidders have to submit a GST Registration Certificate while uploading the tender.

2.1.21 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.

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

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

2.1.24 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

2.02 ONE BID PER BIDDER

2.02.1 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.

2.02.2 Alternative Bids shall not be considered.

2.02.3 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.

2.03 COST OF BIDDING

2.03.1 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.

2.03.2 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.

2.04 Submission of Bid on C-1 INDIA Portal only

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

2.05.1 PART-I: "TECHNO-COMMERCIAL/ UNPRICED BID"

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

2.05.1.2 As per clause 1.17.1 and all relevant forms.

2.05.2 PART-II: Price Bid: As per the Schedule mentioned in the **Annexure E1 & E2.**

2.06 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.

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

2.08 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 on line mode uploading on C-1 INDIA Portal will be accepted.

2.09 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 up to the point of delivery. Further instruction, if any, shall be as provided in the Schedule of Requirements.

2.12.2 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.

2.12.3 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.

2.12.4 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 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.

2.14 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
Annual Turnover/ Net Worth (CA certified documents)	Average Annual turnover of 10 lakhs in the last 03 financial years Or Cumulative Turnover of 30 Lakhs in the last 03 financial years Or Average Annual Net Worth of minimum of 2.5 Lakhs in the last 03 financial years Or Cumulative Net Worth of minimum of 7.5 Lakhs of estimated cost of the project in the last 03 financial years.
GST	Copy of GST Registration certificate
PAN	Copy of PAN
Work Experience (Self - certified with relevant documents)	Firms other than the OEM/OEM authorised service provider should have at least One (1) work order of Central AC plant Maintenance & repairing work executed in last two years.

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.

2.16 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 Only OEM spares shall be supplied by the Bidder. 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 1.1.7 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 as per norms or scheduled by DDK in 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:

2.20.1 Schedule of Payments: The firm will submit 100% bill after satisfactory completion of Service with applicable GST in duplicate .

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.

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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

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.

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 (SITC) 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..

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 one month time frame after purchased order issued to agency, 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 acknowledgment 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 fulfilment of other conditions stipulated in Clause 3.9.1 to 3.10.2 below.

3.9 REJECTION

The Service user will recover from the successful bidder a liquidated Demurrage, in case of breach of any terms & conditions mentioned in the Bid Document attributable to the service provider.

The main default clauses are detailed below: In case the service provider fails to complete the required supply/works, after such failures the contract will be terminated without any notice and the PBG/security deposit shall be forfeited.

3.10 FAILURE AND TERMINATION CLAUSE

Timely execution of the contract shall be the essence of the contract. If the supplier/contractor fails to complete the works within **2 months** from the date of placement of the firm order then the entire contract shall be cancelled.

3.11 SUBLETTING AND ASSIGNMENT

The contractor shall not save with the previous consent in writing of the purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

3.12 BREAKAGE/SHORTAGE

3.12.1 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.

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

3.13 FORCE MAJEURE

3.13.1 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.

3.13.2 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,

3.14 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.

3.15 FALL CLAUSE

3.15.1 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.

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

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

3.16 SHORT/DAMAGE/DEFECTIVE/NON RECEIPT OF MATERIAL

The supplier is responsible for safe arrival of the material up to destination.

3.17 ARBITRATION

3.17.1 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 .

3.17.2 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.

3.17.3 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.

3.17.4 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.

3.17.5 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.

3.17.6 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.

3.17.7 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.

3.17.8 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.

3.18 COMPLAINT OF SPECIFICATIONS

3.18.1 The successful Bidder shall execute the whole and every part with OEM spares during repair 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 COMPLIANCE TO MINIMUM WAGE ACT

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

3.20 VIOLATIONS & CONSEQUENCES:

3.20.1 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.

3.20.2 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.

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APPENDIX-E1

Sr. No.	Particular of work / Supply (<u>for 60 Ton AC Plant no.04</u>)	<u>Rate (Rs.)</u> <u>INCLUSIVE</u> <u>OF GST</u>
	Repairing, supply and fixing of spares of Central AC plant no:4 comprising of 60 Ton capacity Compressor of make: Voltas COMPRESSOR Model 05066S S No. T0524 and associated equipment of DDK Bhopal.	
1.	Supply of Shaft seal with plate. -	
2.	Supply of Expansion Valve--	
3.	Supply of suction valve-	
4.	Supply of load, unload coil with body	
5.	Supply of Star-Delta Timer -	
6.	Supply of Valve plate	
7.	Supply of Valve read complete-	
8.	Supply of Chill water out sensor	
9.	Supply of Transducer (Hp, Lp, Oil)	
10.	Supply of Discharge line filter strainer (mesh type) -	
11.	Supply of Rubber motor compressor jointer-	
12.	Supply of Gasket set -	
13.	Supply of Chill water line Pressure Guage (1 to 10 kg)	
14.	Supply of Temperature gauge (1-30°C)	
15.	Supply of Piston	
16.	Supply of Connecting rod--	
17.	Descaling work of Plant No 4	
18.	Panel Controller	
19.	Oil Filter	
20.	Supply of Nitrogen and Flushing /Testing.	
21.	Supply and Top up of Compressor oil	
22.	Supply and Top up of Refrigerant R-22 per Kg	

23.	Labour Charges for above work	
	<u>Total - E1</u>	

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Annexure-E2

Sr. No.	Repairing, supply and fixing of spares of Central AC plant no:2 comprising of 60 Ton capacity Compressor of make: Voltas <u>COMPRESSOR Model 05066S S No. T0524</u> and associated equipment of DDK Bhopal.	<u>Rate (Rs.)</u> <u>INCLUSIVE</u> <u>OF GST</u>
1.	Supply of Shaft seal and plate.	
2.	Supply of Transducer (Lp, Oil)	
3.	Supply of Discharge line filter strainer (mesh type)	
4.	Supply of Rubber Motor Compressor Jointer	
5.	Descaling work of Plant No 2	
6.	Supply of Nitrogen and Flushing /Testing	
7.	Supply and Top up of Compressor oil	
8.	Supply and Top up of Refrigerant R-22 per Kg	
9.	Supply of Panel Controller	
10.	Supply of Compressor Crank Heater Model – 5H60	
11.	Labour Charges for all Work	
	<u>TOTAL-E2</u>	
	-	
	<u>GRAND TOTAL (E1+ E2)</u>	

ANNEXURE-1 (FORM-1)

BIDDER'S GENERAL INFORMATION

To,
 DDG (E)
 DDK, BHOPAL
 TENDER NO: < _____ >

1	Bidder Name:	
2	Number of years of experience	
3	Address of the Bidder	
4	Telephone Number of address where order is to be placed	
5	E-mail address	
6	Fax Number (if available)	(Country Code) (Area Code) (Telephone Number)
7	Website	
8	Name & Designation of Contact Person	
9	ISO Certification, if any {If yes, please furnish details }	
10	Bank	
11	Banker's Name	
12	Branch	
13	Branch Code	
14	Bank Account Number	
15	PAN No	
16	Status of Firm	Proprietorship Firm/Partnership firm/Limited/Others If Others Specify: [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
17	GST No. (refer sl. no. 4B above)	[Enclose copy of GST Certificate]
18	Whether Micro or Small Enterprise? (Indian Bidder only)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB)
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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation

Seal

ANNEXURE-2 (FORM-2)

BID SUBMISSION FORM AND AGREEMENT

To,
DDG(E)
DDK, BHOPAL

SUB: Repairing, supply and fixing of spares of Central AC plant no:3 comprising of 60 Ton capacity Compressor of make: Voltas, model: CWCDR60 OMNT and associated equipment of DDK Bhopal .

_____>.
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 3% of bid PO value/- Rs of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

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

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

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

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

ANNEXURE-3 (FORM-3)

‘Declaration regarding MSME’:- (To be submitted in Non-Judicial Stamp Paper value of Rs.100/- and to be uploaded in the Technical Bid.)

DECLARATION (For MSME Units only)

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

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

OR

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

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

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

SIGNATURE WITH COMPANY SEAL
ATTESTED BY NOTARY PUBLIC

ANNEXURE-4(FORM-4)

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-5(FORM-5)

**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:
Designation:
Seal:

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,
DDG(E)
DDK, Bhopal

SUB: Repairing, supply and fixing of spares of Central AC plant no:3 comprising of 60 Ton capacity Compressor of make: Voltas, model: CWCDR60 OMNT and associated equipment of DDK Bhopal .

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. 1] Name _____ &
Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

2. 2] Name _____ &
Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorized 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-7 (FORM-7)

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-8 (FORM-8)

BIDDER'S QUERIES FOR PRE BID MEETING

SUB: **BIDDING FOR 60 Ton (Model no.CWDR60 OMNT) Central Air Conditioners plant maintenance and repair at DDK, Bhopal**

TENDER NO:< _____ >

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

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

SIGNATURE OF BIDDER:

NAME OF BIDDER:

ANNEXURE-9 (FORM-9)

(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),
Doordarshan Kendra, Bhopal

Dear Sirs,

1. In consideration of PRASAR BHARATI ((India's Public Service Broadcaster), having its head office at India (herewith referred to as the organization 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 organization Performance Guarantee for the faithful performance of the entire contract to the extent of applicable value 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 organization 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 organization on the Bank shall be conclusive and binding notwithstanding any difference between the organization 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 organization in writing.
2. The organization 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 organization 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 forbear to enforce, any covenants contained or implied in the contract between the organization and the contractor or any other course or remedy or security available to the organization. The Bank shall not be released of its obligations under these presents by any exercise by the organization 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 organization or any other indulgence shown by the organization 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 organization 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 organization 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 organization under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the organization discharge this guarantee in writing.
5. We further agree that as between us and the organization for the purpose of this guarantee any notice given to us by the organization that the money is payable by the contractor and any amount claimed in such notice by the organization shall be conclusive and binding on us notwithstanding any difference between the organization and the contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution, in the constitutions of the organization that of the contractor. We also undertake not to revoke this guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.
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 organization under this guarantee will cease, However, if such a claim has been received by us within and up to one year after the said date/extended date, all the rights of the organization under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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.