

ANNEXURE-3 (FORM-2)

BID SUBMISSION FORM AND AGREEMENT

To,
DDG (E), New broadcasting House,
Akashvani Delhi, Sansad Marg, New Delhi-110001

SUB: Professional Audio Equipment.

GeM Bid 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 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ANNEXURE-4 (FORM-4)

(PROFORMA OF BANK GUARANTEE FOR BID BOND)

Bank Guarantee No. _____

Ref :

To,
DDG(E), New broadcasting House,
Akashvani Delhi, Sansad Marg, New Delhi-110001

Dear Sirs,

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

to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition after entering into this separate initial contract with the Organization promises to consider the tender on this condition

and Bidder agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

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

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

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

5. The bank agrees with the Organization that the Organization shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the Organization or any indulgence shown by the Organization to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rupees (_____ only) in aggregate and it shall remain in full force upto and including 45 days after _____ unless extended further (indicate the last date of validity period) from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto and including 45 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 45 days from _____ or (indicate the last date of validity period) before the expiry of 45 days after the expiry of extended period, if any, if no such claim has been received by us

within 45 days after the said date/extended date, the rights of the Organization under this guarantee will cease subject to Para 8. However, if such a claim has been received by us within and upon forty five days after the said date/extended date, all rights of the Organization under this guarantee shall be valid and shall not cease until we have satisfied that claim.

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

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in _____ and any other authority (indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee. The bank confirms that this guarantee has been issued with observance of the appropriate Exchange Control rules and Regulations of the country. In witness whereof the Bank, through its authorised officer, has set its hand & stamp on this _____ day of _____ at _____ of _____ (month & year).

Signature
(Full name in capital letters)
(Designation with bank stamp)
Date.....

Witness No. 1

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

Witness No. 2

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

INSTRUCTIONS

(FOR FILLING UP BANK GUARANTEE FOR BID BOND)

ANNEXURE-5 (FORM-6)

(Technical Bid)

Subject: **Professional Audio Equipment.**

< _____ >

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-6 (FORM-8)

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

To,
DDG(E), New broadcasting House,
Akashvani Delhi, Sansad Marg, New Delhi-110001

SUB: Professional Audio Equipment.

GeM Bid 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ANNEXURE-7 (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,

DDG(E), New broadcasting House,
Akashvani Delhi, Sansad Marg, New Delhi-110001

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

within and up to one year after the said date/extended date, all the rights of the Organization under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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.