

## **Annexure-1**

### **Essential Eligibility Criteria to be fulfilled by the bidder along with details of documents required to be submitted with the Technical bid**

1. The bidder must have an office at Gwalior within the municipal limits with 24X7 telephone/mobile connectivity. Bidders need to submit Valid Trade License issued by GMC (Gwalior Municipal Corporation) or Establishment Registration issued by Competent Authority of MP Government (i.e. Gumasta license) having date prior to the date of BID publication as a proof of address. Document is required to be submitted with Technical Bid.
2. Bidder should have valid license for operating public transport service (taxi service provider) from RTO, Gwalior. Self Certified document is required to be submitted with Technical Bid.
3. The firm has not been Black listed or debarred in past by any State or Central Government department/PSU/Autonomous body. Declaration regarding Holiday/Banning and Liquidation, Court Receivership is required to be submitted in **ANNEXURE-3.**
4. Declaration regarding no near relative (s) working in Akashvani is required to be submitted in **ANNEXURE-4.**
5. Declaration for Fall Clause in **ANNEXURE-5.**
6. Nil deviation certificates in **ANNEXURE-6.**
7. E-Banking Mandate in **ANNEXURE-7.**
8. Bidder's queries for pre bid meeting **ANNEXURE-8.**
9. Bank Details for EMD:- DDO, Prasar Bharati, Akaashvani, Bhopal Account No. 34878786615, IFSC Code: SBIN0000332, SBI, Sultania Road, Bhopal

For Deputy Director General (E)/HOO

**:: General/Additional Terms &Conditions ::**

1. The milometer installed in the vehicles shall be as per the norms prescribed by the Competent Authority including RTO and shall be in working condition. All vehicles deployed must be equipped with a functional GPS tracking system for monitoring and safety purposes.
2. Kilometer/Time logging for all the journeys shall commence from and end at Akashvani, Gwalior.
3. The vehicles provided should have all the fittings and fixtures in running condition as provided by the OVMs (Original Vehicle Manufacturer). In addition to the above, the following additional fitting shall be provided by the Agency, like; Music System, Seat Cover, Full size floor mats to cover the entire carpet, Multipoint mobile charger, Necessary tool kit for long journeys, Fire Extinguisher, First Aid Box, Umbrella etc.
4. Vehicles should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
5. If required, Prasar Bharati, Akashvani, Bhopal may ask any bidder to give presentation/practical demonstration to prove its competence in the field.
6. The vehicle may be utilized for outstation journeys up to a maximum of two or three trips per month within the contracted kilo-meters during the contract period. Travel from the headquarters, provided the vehicle returns to the headquarters on the same day, shall be deemed local travel and not an outstation journey.

7. The service provider firm shall ensure proper maintenance of requisition slip and log sheet. The supplier should submit the log sheet to Office on very next day. The supplier shall be in position to supply vehicles as per the requisition/requirement conveyed by the Transport In-charge and should agree to the requirement conveyed by the Transport in charge.
8. Any Toll tax, Parking, Border tax / permit tax& any other Tax borne during journey will be paid extra by the Akashvani, Bhopal. The supplier shall submit the bills along with the receipts for reimbursement.
9. The billing cycle will be on calendar month basis and Selected service provider need to submit the tax invoice/bill along-with all the required supporting documents like; duly signed log book by the passenger, Toll tax/parking charges receipts etc (if any). The service provider can be asked to provide the GPS tracking report any time in case of any dispute.
10. Prasari Bharati, Akashvani shall not be responsible for any accident/damage of the vehicle during the deployment of the vehicle.
11. Prasari Bharati, Akashvani shall not be responsible for the death or any injury to the Driver or any third party or damage to property during the deployment of the vehicle.
12. In case of the damage to the property or the injury to any person due to the negligence of the Driver or due to the negligence by the service provider in maintaining the vehicle, Prasari Bharati, Akashvani Bhopal will not be responsible in any way. In case of the injury to official of the Prasari Bharati, Akashvani due to above reasons, the service provider has to bear all expenses towards the treatment of the employee and compensation. In case of the damage to the property of the Prasari Bharati, Akashvani due to above reasons the

cost towards the rectification or make good has to be borne by the firm.

13. In case the service provider firm is unable to provide the vehicles as per the requirement of the vehicles by Prasar Bharati, Akashvani then it has to bear the actual charges paid by Prasar Bharati, Akashvani in hiring such services by alternative arrangements. In case of the breakdown of the vehicles in the mid-way, the service provider has to provide the replacement vehicle immediately or pay the charges borne by the Akashvani, Bhopal in completing such journey.
14. The service provider has to put in place a system of collecting the requisition for the deployment of vehicles for the next day either by deputing person or otherwise to coordinate with the transport In-charge. The transport In-charge shall detain the vehicle beyond the stipulated hours as per the requirement of the station, without prior intimation.
15. A Nil deviation Certificate as mentioned in the in Annexure-6 shall have to be essentially submitted by the Bidder along with the Technical Bid.
16. Extra per km charges over and above package slab will be paid extra i.e. cost divided by number of kilometers in package multiplied by factor 0.5.

An example of calculation for extra kilometer illustrated below for reference: -

Calculation of per extra kilometer cost for travel beyond 1650 KM:-

Package: 1650 Km X 198Hrs

Package Cost (in INR): Rs. 30000/-

Per Km cost as per the package Rs. 30000/1650=18.18/-

Per Km cost after applying multiply factor of 0.50 :

$18.18 \times 0.50 = 9.09/-$

Cost of extra 50 kilometer will be (50x9.09) Rs. 454.50/- (if any)

17. Similarly, extra hour charges over and above package slab will be paid extra i.e. cost divided by number of hours in package multiplied by factor 0.40.

An example of calculation for extra Hrs illustrated below for reference:-

Calculation of per extra hour cost for retention/travel beyond 198 Hour:-

Package: 1650 Km X 198 Hrs

Package Cost (in INR): Rs. 30000/-

Per hour cost as per the package Rs. 30000/198=151.51/-

Per Km hour after applying multiply factor of 0.40 :151.51X0.40 = 60.60/-

Cost for extra five hour will be (5x60.60) Rs. 303/- (if any)

18. The supplier remain bound to provide vehicles to other offices/wings of Prasar Bharati, Akashvani on the same rates, terms and conditions, if required by them.
19. The Bid Security/Earnest Money shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank, in favour of "Drawing and Disbursing Officer, Akashvani, Bhopal". In case of EMD exemption, letter along with NSIC Certificate for MSME in the concerned category of the Tendered items with Annexure-6 is required to be submitted.
20. If Bid Security/EMD is in the form of Demand Draft then it shall be placed in a single sealed envelope superscripted with tender Reference No. \_\_\_\_\_ and date \_\_\_\_\_ of opening so as to reach to "The Deputy Director General [Engineering] / Head of Office, Akashvani, Shyamla Hills, Bhopal" 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. Softcopy of the EMD should be uploaded while submitting bids on e-tendering portal.
21. In case of payment through Net-Banking the money will be immediately transferred to Prasar Bharati's designated Account through NEFT/RTGS from any scheduled bank(s), the bidder will have to furnish the UTR Remittance Number(s) before submission of bid, payment details shall also be uploaded on e-procurement portal along with Bid. The payment of EMD through NEFT /RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to Prasar Bharti account before submission of bid.
22. If a bidder needs any Pre-Bid meeting, then they are advised to submit written queries in advance of the Pre-Bid Meeting. The **(Annexure-8)** can be used for this purpose (Pre-Bid Meeting may be processed through e-procurement portal). After the meeting, the techno-commercial requirements may be revised, if considered necessary. After that no request/query will be entertained.
23. Akashvani, Bhopal reserves the right to accept or reject any or all applications without assigning any reasons. Prasar Bharati Akashvani also reserves the right to annul the tender process at any stage without assigning any reason.
24. Akashvani, Bhopal reserves the right to reject whose performance at on-going supply 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) Akashvani, Bhopal 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 are found to be incorrect/false or have some discrepancy which disqualifies the firm then Akashvani, Bhopal shall take the following action:

- (a) Forfeit the entire amount of EMD submitted by the firm.
- (b) The agency shall be liable for debarment from tendering in Prasar Bharati apart from any other appropriate contractual / legal action.

- 25. Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance.
- 26. If Input tax credit (ITC) with respect to GST (CGST & SGST/UTGST or IGST) which normally shall be available to Akashvani, Bhopal, is not available, for any reason, which is not attributable to Akashvani, Bhopal, then Akashvani, Bhopal 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 Akashvani, Bhopal to Supplier/ Vendor.
- 27. 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.
- 28. 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.
- 29. The Bidder is not put on 'Holiday' by any of the organization of Prasar Bharati or any of the Government departments, Public Sector or banned/blacklisted by Government department/ Public Sector on the due date of submission of bid. The Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid along with the Bid Security, if any, will be returned immediately to the Bidder.
- 30. Bidder should meet all the eligibility and other criteria, as specified in Annexure-1.
- 31. **FORFEITURE OF EMD:** The earnest money deposited by the Bidder shall be forfeited by Akashvani, Bhopal in the following events:

- (a) If tender is withdrawn during the validity period or any extension thereof;
- (b) If Bid is amended or modified unsolicited, during the validity period or any extension thereof;
- (c) 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;
- (d) 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;
- (e) 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;

## 32. **SIGNING OF AGREEMENT:**

- (a) Akashvani, Bhopal will award the Contract to the successful Bidder, who within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to Akashvani, Bhopal.
- (b) The successful Bidder/Contractor shall be required to execute an 'Agreement' in a Performa on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified only, within fifteen [15] days of receipt of the "Letter of Acceptance [LOA] of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for appropriate action as per Tender provisions.
- (c) 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 Companies Act amended from time to time.
- (d) 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.

**33. EMPLOYMENT BY BIDDER FIRMS TO OFFICIALS OF THIS ORGANISATION:**

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

**34. CANCELLATION /RESCISSION:**

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

**35. REJECTION**

If the ORGANISATION finds that the services supplied are not in accordance with the specification and other condition stated in the order (of which matters this Organisation will be the sole judge), this Organisation shall be entitled to reject the whole of the services or the part, as the case may be, and intimate to the supplier/contractor the rejection without prejudice to the Organisation's other rights and remedies to recover from the supplier any loss which the ORGANISATION may be put to, also reserving the right to forfeit the security deposit/performance bond, if any, made for the due fulfillment of the contract. The services shall be removed by the supplier/contractor and if not removed within 14 days of the date of communication of the rejection, the Organisation will be entitled to dispose-off the same on account and at the risk of the supplier/contractor and after recovering the loss and expense for restoring the services, if any caused to the Organisation, pay balance to the supplier/contractor.

**36. FAILURE AND TERMINATION CLAUSE**

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

### **37 (a) Liquidated Damages-**

The Service user will recover from the successful bidder a liquidated damage, in case of breach of any terms & conditions mentioned in the Bid Document attributable to the service provider. The main default clauses is detailed below:-

If the services are not provided to Akashvani within the stipulated time period, then the organization reserves the right to hire vehicle services from any other alternative source at the prevailing market rates and the ledger account of the service provider will be debited for actual cost of making alternative arrangement (if any), in addition to liquidated damages @ 1000/- per day per vehicle. However, liquidated damages shall not in any case be higher than the contract value.

In case the meter is found faulty/tampered on check, penalty of Rs. 10000/- shall be levied and the vehicle shall be replaced by another vehicle. The vehicle of which meter was found faulty shall not be taken back on duty.

(b) Prasar Bharati, Akashvani, Bhopal reserves the right to cancel the contract or a portion thereof by serving prior notice to the supplier/contractor and if so desired purchase or authorize the purchase of the services not delivered not carried out or others of a similar description (where stores not delivered not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the supplier/contractor. If the supplier/contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his bid for risk purchase even though the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be at the discretion of the purchaser to exercise his discretion to collect or not, the Security Deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm

### **38. 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.

### **39. FORCE MAJEURE**

(a) 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) here-in 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.

(b) If the timelines are not met 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.

#### **40. FALL CLAUSE**

40.1 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.

40.2 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 Department of Central Govt. of any Department 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. The contractor/supplier shall furnish the following certificate to the concerned Purchaser as per Annexure-5.

41. Bidder is required to submit declaration regarding Holiday / Banning and Liquidation, Court Receivership certificate as per annexed **Annexure -3**.

42. Technical Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati's Tender Terms & Conditions. (If any document required, pl refer)

43. The supplier shall be bound by the rates quoted by him and agreed upon and shall not ask for any enhancement of the rates for the supply of vehicles during the period of the agreement remains in force. If the supplier wish to discontinue the agreement in the event of any abnormal increase in the Petrol, Diesel and Oil prices (POL), he shall have right to cancel the agreement by giving 40 days notice to the Head of Office, Prasar Bharati, Akashvani, Bhopal so as to enable this office to make alternate arrangement. In such event the agreement shall cease to have effect on the expiry of 40 days from the receipt of notice.

44. Performance security deposit of 3 % of the contract value in the form of the DD/Bank Guarantee / Hypothecated FDR valid for the period of 60 days beyond 2 years of the contract agreement period has to be deposited by the bidder finalized on the basis of the lowest rates and fulfilling the essential terms and conditions. The firm has to enter into the contract. The contract shall be initially valid for 2 years. In case of violations of the terms & conditions of the contract the Performance security deposit shall be encashed and will not be returned to the vendor in any circumstances.

45. In case of violations of the terms & conditions by the firm, Akashvani, Bhopal reserves right to terminate the agreement, forfeit the Performance security deposit.

46. Drivers should be punctual for the duties and should be polite in behavior. They should not drive the vehicle under the influence of the alcohol/drugs/tobacco/gutka/smoking etc. Driver should have working mobile phone connection 24X7.

47. The firm should ensure that all the drivers possess the valid driving license issued by the RTO. The vehicles provided at Akashvani Gwalior should have proper insurance. In case of violation of traffic rules by the

Driver during the performance of duty at Akashvani, Gwalior the fines/penalties shall be paid by the firm.

48. Character and antecedent of the Drivers will have to be ensured by the supplier.

49. Driver should wear Uniform of the firm.

50. Head of Office, Akashvani, Bhopal has full powers to relax the tender conditions at any stage, if considered necessary for the finalizing the Contract in the over-all interest of Prasar Bharati.

51. The Tender will be governed by the "Instruction to the Bidder" as per **Annexure-1**; "General Terms and Conditions" placed and "Technical Specifications" at **Annexure-2**.

52. In case of any dispute, the matter shall be referred to the arbitrator appointed by the Director General Akashvani and the arbitration process shall be initiated as per the Arbitration act 1940 as amended from time to time.

53. In case of any litigation, jurisdiction of court will be Bhopal.

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

55. The working hours of the drivers should be as per the applicable legal provisions. However, the agency has to make available the services by compensating them, suitably under the applicable legal provisions.

For Deputy Director General (E)/HOO

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

To,

Head of Office,  
Akashvani,  
Shyamla Hills,  
Bhopal

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

TENDER NO: \_\_\_\_\_

Dear Sir,

We hereby confirm that we are not on 'Holiday' by any offices of PrasarBharati/ 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 PrasarBharati, Akashvani, Bhopal 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 PrasarBharati, Akashvani, Bhopal by us.

Place: \_\_\_\_\_

Authorized Signatory of Bidder]

Date: \_\_\_\_\_

[Signature of

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of firm: \_\_\_\_\_

**ANNEXURE-4**

**DECLARATION REGARDING NO NEAR RELATIVE (S) WORKING IN AKASHVANI**

I/We declare :-

1. That I or any of my partner am/is neither working in any capacity in anywhere in the Prasar Bharati nor am/is removed/dismissed from service of Akashvani.
2. That none of my near relatives are working in any capacity in Prasar Bharati nor am/is removed removed/dismissed from service of Akashvani.

**Or**

The Details of my near relatives working in Prasar Bharati are as under:

| <b>S.No.</b> | <b>Name and Address</b> | <b>Capacity in which working</b> | <b>Office in which working</b> |
|--------------|-------------------------|----------------------------------|--------------------------------|
|              |                         |                                  |                                |

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the purchaser immediately.
4. I) That I/We shall intimate the names of persons working in Prasar Bharati related to our employees who are working with me / us in any capacity or are subsequently employed by me/ us.  
II) That none of my employees is a removed/dismissed employee of either any unit of Prasar Bharati.
5. That I / We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit/Security Deposit held by the purchaser.
6. If at any time, it is found that the information given in the above appendix is incorrect/incomplete, the contract is liable to be terminated without assigning any reason and

the Security Deposit shall be forfeited and legal actions shall be initiated without any prejudice i.e. to the rights of the purchaser to debar the firm from entering into future contracts.

Place: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

(Capacity in which he is signing) \_\_\_\_\_

**UNDERTAKING (FALL CLAUSE)**

"I/We \_\_\_\_\_ certify that there has been no reduction in sale price of the stores/services of description identical to the stores/services supplied to PRASAR BHARATI (India's Public Service Broadcaster), AKASHVANI, BHOPAL under the contract/supply order here in and such stores/services have not been offered/sold by me/us to any person organisation including the purchaser or any Department of Central Govt. or any Department of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be up-to the date of bill during the currency of the supply order contract whichever is later at a price lower than the price charged to the Organisation under the contract/supply.

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

Authorized Signatory  
Name & address of the firm:

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**TECHNICAL BID**

Subject: Notice Inviting Tender for NIT

Enquiry No: \_\_\_\_\_ and date \_\_\_\_\_

**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

**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**

**BIDDER'S QUERIES FOR PRE BID MEETING**

SUB:

\_\_\_\_\_

\_\_\_\_\_  
TENDER

NO:

\_\_\_\_\_

| S.No. | REFERENCE OF BIDDING DOCUMENT |             |               |         | BIDDER'S<br>QUERY | For the Use<br>of Office. |
|-------|-------------------------------|-------------|---------------|---------|-------------------|---------------------------|
|       | Sec.No.                       | Page<br>No. | Clause<br>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 :

**The Dy. Director General (Engg.), Akashvani, Shyamla Hills, Bhopal – 462002**

**bhopal@prasarbharati.gov.in**

SIGNATURE OF BIDDER: \_\_\_\_\_ Name and Address of Bidder

**CHECK LIST OF DOCUMENTS, REQUIRED TO BE SUBMITTED :-**

- 1) Trade License issued by Municipal Corporation or Establishment Registration issued by Competent Authority of MP Government (i.e. Gumasta license).
- 2) License for operating Public Transport Service (taxi service provider) from RTO.
- 3) Average Annual turnover of 200% of Estimated Bid Value in the last 03 financial years  
OR Cumulative Turnover of 600% of Estimated Bid Value in the last 03 financial years  
OR Average Annual Net Worth of minimum of 50% of Estimated Bid Value in the last 03 financial years  
OR Cumulative Net Worth of minimum of 150% of Estimated Bid Value in the last 03 financial years Positive.  
Three financial years i.e. 2022-23, 2023-24 & 2024-25 will be considered for eligibility criteria under this clause.
- 4) CA Certified Annual accounts (Trading account/P&L/Balance Sheet) and Income tax return of last three financial years i.e. 2022-23, 2023-24 & 2024-25.
- 5) Bidder should have work experience one similar work of minimum value of 80% of Estimated Bid Value,  
OR two similar works of minimum value of 60% of the estimated Bid Value  
OR three similar works of minimum value of 40% of the Estimated Bid Value. Similar works under this clause will be defined based on scope of the work and required to be executed with State or Central Government Department/PSU/Autonomous body.  
Submit the Self Certified documents in support of above condition(s).
- 6) Self Certified Documents certifying experience of working as a service provider in Bhopal/Gwalior/Guna since the year 2019.
- 7) Self Certified Documents in support of the possession of at least 3 (three) numbers of 4+1 seater Sedan (length between 3990 to 4500 mm/around engine capacity of 1197 CC/1.2 L approx/Swift Dzire or equivalent The vehicles purchased prior to 01-01-2023 will not be considered.
- 8) Submit **Annexure-3** to certify that the firm has not been Black listed or debarred in past by any State or Central Government department/PSU/Autonomous body. Declaration regarding Holiday/Banning and Liquidation, Court Receivership is required to be submitted.