AIR Bid Document for P&D Unit DG:AIR as per Prasar Bharati Procurement Policy ;2022 No. PP-1/101/Procurement Mannual/202 dated 15/06/2022

BID DOCUMENT

For

The Design, Supply, Erection, Testing and Commissioning (DSETC) of 100 M Self Supporting Lattice Steel tower including provisions of mountings for installation of VHF FM Antenna etc. for All India Radio, DWARKA (Gujarat)

Tender No. 1(205)10/DSETC.100M.TOWER.DWARKA/2026/744/D(P-S)CELL

BID DUE DATE & TIME FOR ONLINE SUBMISSION	As per NIT
BID DUE DATE & TIME FOR BID OPENING	As per NIT

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ABBREVIATIONS USED IN THE DOCUMENT

SL NO.	ABRIVIATION	FULL FORM
1	BDS	Bids Data Sheet
2	CPPP	Central Public Procurement Portal
3	CVC	Central Vigilance Commission
4	DP	Delivery Period
5	DSC	Digital Signature Certificate
6	EMD	Earnest Money Deposit
7	FOR	Free on Rail/Road
8	GST	Goods and Service Tax
9	GSTIN	Goods and Service Tax Identification Number
10	GTC	General Terms &Conditions
11	HSN/ SAC	Harmonized System Nomenclature / Service Accounting Code.
12	IEM	Independent External Monitor
13	IFB	Invitation for Bid
14	INR	Indian Rupees
15	IP	Integrity Pact
16	ITB	Instructions to Bidders
17	JV	Joint Venture
18	L-1	Lowest Tender
19	LPP	Last Purchase Price
20	MSME	Micro, / Small & Medium Enterprise
21	NEFT	National Electronic Funds Transfer
22	OEM	Original Equipment Manufacture
23	PBG	Performance Bank Guarantee
24	RTGS	Real Time Gross Settlement
25	SITC	Supply, Installation, Testing &Commissioning.
26	SETC:	Supply, Erection, Testing &Commissioning.

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1.0 "INVITATION FOR BID (IFB)"

TENDER No. 1(205)10/DSETC.100M.TOWER.DWARKA/2026/744/D(P-S)CELL

To,

SUBJECT: Tender document for the Design, Supply, Erection, Testing and Commissioning (DSETC) of 100 M Self Supporting Lattice Steel tower including provisions of mountings for installation of VHF FM Antenna etc. for All India Radio, Dwarka (Gujarat).

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AT VARIOUS LOCATIONS OF
AKASHVANI

Dear Sir/Madam,

1.1 On behalf of the Prasar Bharati (India's Public service Broadcaster), AIR, Digitally signed E-tenders are invited from eligible bidders in the prescribed Bid Proforma under Single stage two bid system for Supply/DSTC/SITC/SETC/Work, for the subject in complete accordance with the following details and enclosed Bid Documents, as prescribed at Annexure, Form No.01 to 14. The details of tender are given below:

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

1.2.1 Tender Inviting Authority	Prasar Bharati
1.2.2 Name of the Supply /Work	P&D unit DG:AIR , New Delhi
1.2.3 Tender No.	1(205)10/DSETC.100M.TOWER.DWARKA/2026/744/D(P-S)CELL
1.2.4 Place of availability of Tender Documents (RFPs)	1. Procurement Portal of Prasar Bharati http://prasarbharati.eproc.in 2. Website of Prasar Bharati, https://prasarbharati.gov.in/ 3. Central Public Procurement Portal (CPPP): http://www.eprocure.gov.in
1.2.5 Estimated Cost of the Tender	**Rs 418.00 Lakh**
1.2.6 Tender Processing Fee	As per NIT (shall be collected through the e-procurement Portal)
1.2.7 Earnest Money Deposit (EMD)	**Rs 8.36 Lakh**
1.2.8 Address to send Pre bid Queries	In the prescribed Form No. 13 Email: <depurchase@prasarbharati.gov.in>
1.2.9 Nature of bid process	Single Stage Two BID System 1. Pre-Qualification (wherever required) 2. Technical Bid 3. Commercial Bid
1.2.10 Broad Scope of Work	As per specification
1.2.11 Bid Validity up to:	120 (One Hundred Twenty) days from the date of opening of Technical Bid.
1.2.12 Bid Bond Validity up to :	165 days (Bid validity + 45 days beyond bid validity.)

1.2.13 Date of publication of Bid	As per NIT
1.2.14 Last Date & Time for Submission written queries by bidders	As per NIT
1.2.15 Date & Time of Pre- bid Conference	**06.10.2026 , 11:00 AM**
1.2.16 Place for Pre-bid meeting(could also be processed through e-procurement portal)	Address: P&D Unit Conference Hall , 3rd floor ,DG:AIR ,Akashvani Bhawan ,Sansad Marg New Delhi -110001 Email: depurchase@prasarbharati.gov.in Or Queries for Pre-bid may be uploaded on the Procurement Portal of Prasar Bharati, http://prasarbharati.eproc.in in the prescribed format, Form No.13
1.2.17 Opening of Technical bid	After 21 days of publication of NIT
1.2.18 Opening of Commercial bids	To be informed later
1.2.19 Address for Communication	Room No. 325 Purchase Section P&D Unit, DG:AIR Akashvani Bhawan, Sansad Marg, New Delhi-110001.
1.2.20 Paying Authority	CAPITAL: Zonal PAO of North Zones

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

1.3 Instructions to Bidders: As per Appendix-A

1.4 General Terms and Conditions: As per Appendix-B

1.5 Bid Evaluation Criteria : As Per Appendix-C

1.6 Delivery Period: As per Appendix-D.

1.7 Technical Specification: As per Appendix-D.

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

1.9 Warranty: Required as per clause 3.9 of Appendix-B (General Terms and Conditions).

1.10 **Performance Security Deposit**: Required as per Clause 3.8 of Appendix-B (General Terms and Conditions).and Annexure- 14(Form -14).

1.10.1 Amount: As per NIT(depending on the market conditions and commercial practice for the particular kind of goods, an amount, five to ten per cent of the value of the contract, as specified in Rule 171(i) of GFR, 2017.)

1.10.2 Performance security shall be valid up to two months after /end of Guarantee /Warranty period.

1.11 Bids shall be submitted through GeM Portal only as per the ITB; EMD/Bid Security have to be submitted in physical/net banking 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):-

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

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

1.14 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.

1.15 Prasar Bharati will follow the reciprocal market access strategy of the Government of India, which describes on the Clause 10 (d) of Public Procurement Preference to Make in India, Order 2017. The Purchaser reserves the right to not consider any Bid and may restrict such Bidders from the bidding process who originate from those countries, where they do not allow market access for Indian companies; in such cases, the Clause 10(d) of Public Procurement Preference to Make in India, order 2017, shall be invoked wherever applicable, when it is relevant

1.16 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.

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

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

1.19 THE FOLLOWING SHOULD BE SUBMITTED ALONG WITH THE TENDER.

1.19.1 Original Equipment's Manufacturer's authorization for equipment quoted.
1.19.2 Documents as specified in Technical specifications at Appendix-D
1.20 Paying Authority :

The Paying Authority will be the respective Pay & Accounts Office / Zonal Office.

Note:-supplier has to provide Consignee-wise Tax Invoice to respective Bill Processing

Authorities. The GST Complaint Invoices should have firm's GSTIN & Consignee GSTIN.

1.21 Prasar Bharati follows e-tendering Process , Bid shall be submitted only on GeM 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 on GeM Portal regarding tendering through GeM Portal .

1.22 Clarification(s)/Corrigendum(s) if any shall also be available on referred GeM websites, Para 1.2.4. Any revision, clarification, addendum, corrigendum, time extension, etc. to the Tender Document will be hosted on the above mentioned GeM portal only. Bidders are requested to visit the GeM website regularly to keep themselves updated.

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

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

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

1.26 The Bidders shall quote on FOR destination basis only.

For & on behalf of Directorate General ;Akashvani (Prasar Bharati)
E-mail ID : depurchase@prasarbharati.gov.in
Contact No. :011-23421139

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 free of cost from from the website Prasar Bharati, www.prasarbharati.gov.in or CPP Portal http://eprocure.gov.in.

2.1.2 Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed on the website of e- procurement portal of PB

2.1.3 No claim shall be entertained on account of any Technical snag or disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.

2.1.4 All Corrigendum/Amendment/Corrections, if any, will be published on the website of e-procurement portal of PB

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

2.1.6 It is mandatory for all the applicants to have Class-III Digital Signature Certificate, with both DSC Components i.e. signing & Encryption, (in the name of the person who will sign the bid document) from any of the licensed Certifying Agency. Bidder may contact the Service provider of e-procurement Portal.

2.1.7 To participate in the bidding on e-procurement portal of PB l, it is mandatory for the Applicants to get themselves registered with e-procurement portal of PB .

2.1.8 Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.

2.1.9 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).

2.1.10 The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

2.1.11 The Bid Security/Earnest Money shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR),Insurance Surety Bonds Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank(Including e-bank Guarantee), in favour of PB, BCI, DG: AIR, New Delhi. In case of EMD Exemption, letter along with NSIC Certificate for MSME in the concerned category of the Tendered items. (Ref Format “Form -3, MSME- Exemption”) will be submitted

2.1.12 Bid Security/EMD shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach Asstt. Director Engg. (Purchase)/Assistant Engineer (Purchase) in Room No.325, Purchase Section, P&D Unit, Directorate General: All India Radio, Akashvani Bhawan, Sansad Marg , New Delhi before scheduled time on prescribed tender opening date. EMD received after Tender opening date shall be summarily rejected along with the corresponding Tender. Hard copy of any other tender document shall not be accepted. Soft copy of the EMD should be uploaded while submitting bids on e-tendering portal. The range prescribed for Bid Security/EMD as per

GFR Rule No. 170, is 2% to 5% of the estimated cost of tender .The bid security /EMD percentage shall be determined based on the estimated cost of Tender and shall be as follows:-

S.No.	Tender value /Estimated Tender value	Bid security /EMD (% of estimated tender value)
1.	Upto 5 Cr.	2
2.	5 Cr to 10 Cr	3
3.	Above 10 Cr	4
In case of foreign bidders , Bid Security/EMD shall be 5% irrespective of the estimated cost of Tender.		

2.1.13 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.

2.1.14 The successful Bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of 3 to 10% (three percent to five percent) of value of contract as specified in bid the bid documents, performance Security may be furnished in the form of Insurance Surety Bonds , Account payee Demand Draft , Fixed Deposit Receipt from Commercial a Guarantee (including bank , Bank e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects . Following are the slabs of performance security for domestic bidders:-

S.No.	Contract value	Performance Security (%age of contract value
1.	Up to Rs 5 crore	3
2.	Rs 5 crore to 10 crore	4
4.	Above Rs 10 crore	5
For Foreign bidders , irrespective of contract value performance Guarantee shall be 10% of the contract value		

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

2.1.16 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.

2.1.17 The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of nonresponsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed to eligible Bidders in advance.

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

2.1.19 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.

2.1.20 If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through e-procurement Portal of PB. The bidder shall upload the requisite clarification/documents within time specified by Prasar Bharati, failing which tender will be liable for rejection.

2.1.21 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 supply/work order). 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:

1. Forfeit the entire amount of EMD submitted by the firm.
2. The agency shall be liable for debarment from tendering in Prasar Bharati, apart from any other appropriate contractual/legal action.
3. Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance

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

2.1.23 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.

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

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

2.1.26 **For Consortium / Joint Venture :**

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Lead Member as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorized employee(s) of the Consortium /Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decisions on behalf of the Consortium/JV, are to be submitted.

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

2.1.28 Bids from consortium/ JV of two or more members (maximum 3 nos. Including Leader) are acceptable provided that they jointly fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement, clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Lead Bidder of the Consortium /JV. In case of award, payment shall be made to the Lead Bidder of the Consortium/JV.

2.1.29 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution and timely completion of all the Contractual obligations , and shall receive /send instructions for and on behalf of the Consortium/JV.

2.1.30 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of Prasar Bharati. If during the evaluation of bids, a Consortium/JV propose any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.

2.1.31 Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV should have been put on 'Holiday' or banned/ blacklisted by Prasar Bharati/ Government department/ Public Sector as on the due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/evaluation/Award

2.2 **ONE BID PER BIDDER**

2.2.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.

2.2.2 Alternative Bids shall not be considered.

2.2.3 Any Bidder having formed a JV/Consortium shall not be considered eligible to make JV/ consortium with any other bidder or form part of any other JV/Consortium and submit a Bid for the same tender.

2.3 **COST OF BIDDING**

2.3.1 The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, Prasar Bharati will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

2.3.2 The Bidder shall not be entitled to hold any claim against Prasar Bharati for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

2.4 **For more information regarding submission of Bid in the GeM portal, Bidders may refer the help manuals and, General FAQs (Frequently Answered Questions) about the tendering in GeM .**

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

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

1. 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
2. 'Bidder's General Information', as per 'Form-1' along with Copy of 'PAN' and 'GST' registration and 'Bid Form', as per 'Form-2'
3. Scanned copy of EMD along with Form-4 or Declaration of MSME as per Form-3
4. Copies of documents required as per 'Form -5 and as mentioned elsewhere in the Tender Document
5. Nil deviation Certificate as per 'Form-6'.
6. Declaration regarding Holiday/Banning, in 'Form-8
7. Letter of Authority' on the Letter Head, as per 'Form-9
8. Akashvani Technical Specifications duly signed on each page.
9. Original Equipment's Manufacturers (OEM) Authorization for Equipment quoted.
10. Letter of authority to sign and upload bid documents.
11. Undertaking regarding Fall Clause as mentioned in Para 3.22.3
12. Enclosures as per Commercial requirement.
13. Enclosures as per Technical requirement.
14. Self-Certificate for Local Content as per Form-11.
15. Integrity Pact as per Form 12 (if applicable)(for estimated contract value of Rs. Two Crores or more) duly filled and signed.
16. Certificates as mentioned on Para 2.33.8 along with evidence of valid registration by the Competent Authority to be attached, if applicable.
17. Any other information/details required as per Bid/tender document

2.5.2 **PART-II: Price Bid**

(As per the Tender, the reference of the Schedule of Rate may be specified here)

2.6 All GTC attached with the "Invitation to Tender" are sacrosanct for considering any offer as a complete offer. It is therefore important that all documents duly completed and signed are returned with the Bidder's offer.

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

2.8 The Bid shall be submitted online not later than the time specified in the tender document, or on the notified date of closing of the tender. Offers sent through any mode other than uploading on e-procurement portal of PB will not be accepted.

2.9 Any change in quotation after opening of tender will not be considered. Bidders must ensure that all the documents / files uploaded on e-procurement portal of PB 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**

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. 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.

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 on the e-procurement portal of PB at the time specified in the Bid/tender document, on the date of opening indicated in the "Invitation to Bid.", in the presence of bidders' authorized representatives who choose to attend.

2.11.2 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 **PRICESFOR BIDDERS**

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

2.12 **VARIATION OF QUANTITIES (Ref: PARA 7.5.3 MFP 2017)**

At the time of awarding the contract, Prasar Bharati shall have right to re-judge the quantity to be procured based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25 (Twenty-Five) per cent for ordering, if so warranted.

2.13 **OPTION CLAUSE:**

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

2.14 **TAX LIABILITY**

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

2.14.2 Payment of CGST/SGST/UTGST/IGST and all other applicable taxes (on ultimate products and Services) and custom duty, as applicable on the closing date of tender will be to supplier's /contractor's account. In the case of "Two Bid" system where revised price bids are permitted after technical discussions payment of these charges as applicable on closing day of revised price bids, will be to supplier's /contractor's account. Any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Organization on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

2.14.3 The bidder(s) will indicate in their bid the amount with exact rate of customs duty and the

applicable item of custom tariff under which it is covered. Similarly, the amount of CGST/SGST/UTGST/IGST and all other applicable taxes on ultimate furnished product with HSN/SAC code, as applicable at tendering stage will be shown separately in the bid. In case the above information subsequently proves wrong incorrect or misleading

(a) This Organization will have no liability to reimburse the excess in the difference in rates of the item under which the duty/ tax assessed finally

(b) This Organization will have the right to recover the difference in case the rate of duty/ tax finally assessed is on the lower side.

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

2.14.5 If input tax credit (ITC) with respect to GST (CGST & SGST/UTGST or IGST) which normally shall be available to Prasar Bharati, is not available ,for any reason, which is not attributable to Prasar Bharati, then Prasar Bharati shall not be obliged or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) charged in the invoice(s) and shall be entitled to/ deduct/ set off/ 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.

2.14.6 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

2.15 **TRADE/ VOLUME DISCOUNT**

Bidders will not indicate a separate discount. Discount, if any, should be merged in the rates against the quoted items(s). Discount of any type indicated separately will not be taken into account for evaluation purposes.

2.16 **ELIGIBILITY CRITERIA**

2.16.1 Bids should preferably be from original manufacturers, however, Bids from sole selling agents /authorized distributors/authorized dealers can also be considered provided such bids are accompanied with necessary supporting documents/authority letter from concerned original manufacturer who authorized them to market their product, provided further, such an authority letter is valid at the time of bidding. Required Warranty Cover of the manufacturer for the product will be provided by such a supplier through OEM. The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices.

2.16.2 The Bidder is not put on 'Holiday' by Prasar Bharati or any of the Government departments, Public Sector or banned/blacklisted by Government department/ Public Sector on the due date of submission of bid. If the Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid along with the Bid Security, if any, will be returned immediately to the Bidder .

2.16.3 **ELIGIBILITY CRITERIA**:

Bidder should meet experience and other criteria, as specified in Appendix-D and basic guidelines/eligibility criteria as under:-

2.16.3(a) **Company Existence** :

Company should be registered under Companies Act'1956 or Companies Act, 2013 or

Partnership firm/LLP registered in India under A partnership Act 1932/2008 as amended and should have been in operations in India in the last 3 years .

2.16.3(b) **Annual turnover /Net worth(CA certified documents)(Except the Covid FYs 2020-21 &2021-22:-**

Average Annual turnover of 200% estimated cost of the project in the last 03 financial years.

OR

Cumulative Turnover of 600% of estimated cost of the project in the last 03 financial years .

OR

Average Annual Net worth of minimum of 50% of estimated cost of the project in the last 03 financial years .

OR

Cumulative Net worth of minimum of 150% of estimated cost of the project in last 03 financial years .

2.16.3(c**)** **Positive Net worth/Profitability:-**

Profitability /positive Net Worth in the last financial year Solvent entity (CA Certified Document) .

2.16.3(d) **Work Experience (Self -certified with relevant documents):-**

One similar work of minimum value 80% of estimated cost of the project .

OR

Two similar works of minimum value of 60% of the estimated cost of project .

OR

Three similar works of minimum value of 40% of the estimated cost of project.

NOTE:-Similar works will be defined based on scope the work

Similar works may be executed with any Central and State Government agency,PSU, Private Organization.

2.16.3(e) **Non- Blacklisting Certificate :-**

The bidder should not have been blacklisted /debarred by any Government /Non-Government Organization in India as on bid submission date.

2.16.3(f) **Certification , if required:-**

The bidder should have valid ISO 9001:2008/9001:2015/ISO 27001(relevant certification based on type of Work) valid as on bid submission.

2.16.3(g) **GFR Restrictions/Norms, if required:**

Bidder complies with restrictions on procurement under rule 144(X) vide order no. 06/18/2019-PPD , dated 23rd July 2020 inserting Rule 144(X) in GFRs 2017.

2.16.3 (h) **Preferential Market Access** :

Bidder should comply with preferential market Access (PMA) order 2017, guidelines Notified by DPIIT and DoT with all its clarifications/ amendments, if any.

2.17 **PURCHASE PREFERENCE**

2.17.1 Purchase preference to Central Government Public Sector Undertaking, Micro, Small & Medium Enterprises (MSMEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable necessary supporting documents to be furnished by the bidder.

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

2.18 **SCOPE OF SUPPLY OF EQUIPMENT/SITC/SETC:**

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

2.19 **CONSIDERATION OF OFFER IN FULL OR IN PART**

This Organization may reject/accept or prefer any tender/bid 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.

2.20 **SPECIFICATIONS**

2.20.1 If this Organization finds that materials supplied/works carried out are not of correct quality, quantity and are not according to required specifications or are not satisfactory owing to any reason of which the Organization will be the sole judge, the Organization will be entitled to cancel the contract for supply of stores DSTC/SITC/SETC and meet its requirements of stores DSTC//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 fulfillment of the contract.

2.21 **BID SECURITY/ EARNEST MONEY/SECURITY DEPOSIT/PERFORMANCE BOND:**

2.21.1 **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, Insurance Surety Bond,E-Bank Guarantee, 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 **PB,BCI, DG :AIR, NEW DELHI** or in lieu thereof bid bond in the enclosed Proforma at Form - 4 from a Scheduled Indian Commercial Banks for the amount specified in Para 1.2.7 of "Invitation to Bid". In case of Bank Guarantee obtained from the foreign Bank, it should be guaranteed by a Scheduled Indian Commercial Bank and must be governed by Indian Laws subject to jurisdiction of the court of New Delhi. The bid bond should initially be valid up to 45 days beyond the period of Bid validity (except for the Demand draft whose validity should be 90 days).

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

2.21.3 Bidders exempted from EMD are to submit required documents.

2.21.4 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.

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

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

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

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;

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;

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;

2.22 **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 in favour of **PB,BCI, DG:AIR, NEW DELHI** or in lieu thereof Performance Security/Bank Guarantee for the amount as indicated in the Para 1.7.1 of "Invitation to Bid".

2.23 **NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN**

The name of the manufacturer should be clearly mentioned in the offer. The Bidder shall have to furnish information of country of origin of each offered item.

2.24 **PAYMENT TERMS**

2.24.1 **Schedule of Payments:**

1. **For Supply Contracts**:

The supplier will submit bill for 90% of the basic amount and 100% of the GST applicable on the total basic amount along with a copy of Inspection Notes and provisional Consignees Receipt certificate to concerned Zonal Offices who will, after verifying bills, pass on to the respective PAOs for making payment. The bill for the balance 10% basic amount shall be submitted by the suppliers after receipt of final consignees receipt certificates.

2. **For DSTC/SITC/SETC Contracts:**

The supplier will submit bill for 80% of the material/equipment basic cost and 100% of the GST applicable on the total basic amount of material/equipment supplied along with a copy of Inspection Notes and Provisional consignees Receipt certificate to concerned

Zonal Offices who will, after verifying bills, pass on to the respective PAOs for making payment. The bill for balance 20% of material/equipment cost along with 100% installation/Erection, Testing & commissioning charges , if any, shall be submitted by the suppliers after receipt of final consignees receipt certificates and satisfactory installation/Erection, Testing& commissioning certificate whichever required.
(Note: GST shall be paid only once against an order. Supplier will submit invoice accordingly.)

2.24.2 The payment shall be made on receipt of the goods by the consignee and upon submission of following documents.

a. The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount;
b. Delivery note;
c. Packing list identifying contents of each package;
d. Certificate of origin.
e. Provision receipt certificate for the corresponding delivery, issued by the consignee indicating acceptance of materials at site in good condition;
f. Any other document(s) and/or modification of above documents specified in the Schedule of Requirement and the contract.

2.25 **UNSOLICITED POST TENDER MODIFICATION**

2.25.1 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.

2.25.2 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.

2.25.3 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.

2.26 **CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

2.26.1 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 G 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.

2.26.2 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:

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. 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.

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

2.27 AFTER SALES SERVICE AND TRAINING- (as per Technical Specification).

2.28 **REPLACEMENT/ RECTIFICATION**

In the event the stores supplied or DSTC/ SITC/SETC carried out against the contract are found to be defective, the supplier/contractor will have to take back the defective materials at his own cost and replace/rectify the defects of the Stores DSTC/SITC/SETC free of charge without loss of time. The supplier will not be entitled to dispose of the store/equipment/material given for replacement/rectification without the prior permission of this Organization. All charges concerned with the rectification including freight charges will be borne by the supplier/contractor.

2.9 **EVALUATION/ SCRUTINY OF BIDS.**

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

2.30 SIGNI NG OF AGREEMENT

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

2.30.2 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.

2.30.3 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.

2.30.4 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

2.31 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.

2.32 CANCELLATION /RESCISSION :

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

2.33 FOR THE BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

2.33.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

2.33.2 "Bidder" (including the term ' tenderer ', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

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

2.33.3.1 An entity incorporated, established or registered in such a country; or

2.33.3.2 A subsidiary of an entity incorporated, established or registered in such a country; or

2.33.3.3 An entity substantially controlled through entities incorporated, established or registered in such a country; or

2.33.3.4 An entity whose beneficial owner is situated in such a country; or

2.33.3.5 An Indian (or other) agent of such an entity; or

2.33.3.6 A natural person who is a citizen of such a country; or

2.33.3.7 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

2.33.4 The beneficial owner for the purpose of Para 2.33.3 above will be as under:

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

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

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

2.33.4.1.3 In case of a partnership firm, the beneficial owner is the natural person(s) who,

whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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

2.33.4.1.5 Where no natural person is identified under Para 2.33.4.1 or Para 2.33.4.2 or Para 2.33.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

2.33.5 In case of a trusty the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

2.33.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.33.7 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.(In case of Tenders for Works contracts, including Turnkey contracts)

2.33.8 The following Certificate shall be submitted by the Bidder appending to the Technical Bid—

Certificate to be filled by the Bidder:

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

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

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

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

To,
PrasarBharati
_____

TENDER NO: <_____>

1	Bidder Name:	
2	Number of Years in Operation	
3	Address of Registered Office	_____ City: District: State: PIN/ZIP:
4A	Bidder's address where order/contract is to be placed	_____ City: District: State: PIN/ZIP:
4B	Address from where Goods/ Services are to be dispatched/ provided along with GST no. *(In case supply of Goods/ Services are from multiple locations, addresses and GST n o . Of all such locations are*	City: District: State: PIN/ZIP: GST No.:

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

19	Whether Micro or Small Enterprise? (Indian Bidder only)	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB*
20	Type of Entity (Indian Bidder only)	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
21	Whether Bidder is Startups or not? (Indian Bidder only)	Yes / No
22	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,

Prasar Bharati
_____

SUB: <_____>.
TENDER NO: <_____>

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

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

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

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

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

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

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

ANNEXURE-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)

(PROFORMA OF BANK GUARANTEE FOR BID BOND)

Bank Guarantee No._____

Ref :

To
PB ,BCI, DG:AIR
NEW DELHI

Dear Sirs,

Whereas the PRASAR BHARATI(India's Public Service Broadcaster), DIRECTORATE GENERAL: AKASHVANI having its head office at AKASHVANI BHAWAN, SANSAD MARG 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 Organisation within the required time. The Bidder has absolutely and unconditionally accepted these conditions. The Organization and the Bidder have agreed that NIT/tender document is an offer made on the condition that the tender, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the Organization for a period of _____days, i.e., from _____ to _____ or any extension thereof and that making of the tender itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in NIT and the tender documents. They have further agreed that the contract consisting of NIT/Tender documents as the OFFER and submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by the Organization. The consideration for this separate initial contract preceding the main contract is that the Organization is not agreeable to sell the NIT/tender documents to the Bidder and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition after entering into this separate initial contract with the Organization promises to consider the tender on this condition and Bidder agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

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

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

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

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

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

7. In case contract is awarded to the Bidder here in after referred to as “Contractor" the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to the Organization a bank guarantee for Rs._____(in figure) (Rupees_____only) (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this Organization by the required date the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights of the organization under this guarantee will cease. However if such a claim has been received by us within and 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 up to 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 authorized officer, has set its hand & stamp on this _____day of _____ at _____ of _____ (month & year)

Signature

(Full name in capital letters)

(Designation with bank stamp)

Date.....

Witness No. 1

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

Witness No. 2

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

……..

INSTRUCTIONS

(FOR FILLING UP BANK GUARANTEE FOR BID BOND)

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

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

3. Clause7 of the bank guarantee is applicable in cases of global tenders where foreign tenders also participate. When tenders are invited from parties within India, clause 7 may be deleted and replaced by clause. “The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction”.

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

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

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

ANNEXURE-5 (FORM-5)				
Check List				
Tender no.				
Specification no				
Specification for				
(COMMERCIAL)				
Group A				
Name of Bidder and Address				
GSTIN of Firm				
S.No	Description		YES / NO / NOT APPLICABLE	Remarks
1.1	Whether requisite tender Processing fee has been paid?			
2.1	Whether NEFT/RTGS/FDR/DD/Bank Guarantee for the requisite earnest money/Bid Bond enclosed with the offer?			
2.2	If so, furnish the following			
	I	Name of the Bank		
	II	Value		
	III	Number		
	IV	Date of issue		
	V	Period of validity of the DD/FDR/ Bank Guarantee (it should not be for less than 165 days(90 days in case of DD) from the date of opening of Technical Bid)		
3	Have the rates, prices and totals etc. been checked thoroughly before signing the tender?			
4	Has a statement incorporating the Nil-deviation from the commercial terms and conditions of this Organization has been prepared and enclosed with the offer?			
5	Whether charges for training of this Organization's officials included in the prices? If not, whether these have been quoted separately?			
6	Whether firm FOR Destination prices have been quoted?			
8	Whether the cost of installation/erection/commissioning at site is included in the prices or not and whether it has been quoted separately?			
9	Whether the period of validity of the offer is as required in the tender document. If not, mention the extent of variation in days.			

10	Whether the offer has been signed indicating full name?		
11	Are the pages of the tender consecutively numbered and an indication given on the front page of the tender as to how many pages are contained in the tender?		
12	Has the tender been prepared in sufficient details/clarity so as to avoid post tender clarifications/amendments?		
13	Whether required sample asked in tender has been submitted along with the offer		
14	Whether all Clauses of the tender are accepted?		
15	If not, the clauses not accepted may please be indicated		
16	Whether guarantee/warranty has been furnished?		
17	Whether Commercial bid and technical bid of the tender document duly filled in and submitted.		
18	Whether each Page of Appendix- A,B, C, D, and E of the tender document is signed and submitted with the offer.		
19	Whether Integrity Pact duly signed is submitted, if estimated cost of the bid is more than 2 crore.		
	Group B		
1	Whether a copy of the latest income tax return has been enclosed?		
2	Whether details of your registration under GST have been indicated in the offer?		
	Group C		
	(Technical)		
1	Whether necessary literature/catalog of the full complement of equipment offered as well as operation service and maintenance manual thereof has been attached with the offer?		
2	Whether the material being offered fully conforms to all the required technical specifications (Appendix-D)?		
3	If not, has the extent of deviation and how it is suitable to this Organization's requirement been specified.		
5	Whether the model of each equipment offered are the latest?		
6	Whether the spares support will be available for a period of 5 years from the date of supply?		
7	Do you have an after-sales service centre in India?		
	If no, which is the nearest service centre (Address)?		
8	Whether complete details of after-sales service arrangements given including training for the officials of this organization?		

ANNEXURE-6 (FORM-6)
(Technical Bid)

Subject: Notice Inviting Tender for
<_____>

NIT Enquiry No: <_____>

NIL
DEVIATION
CERTIFICATE

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

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

Signature of Authorized Signatory of Bidder
Name:
Designation:

Date:
Place:

Seal of Organization:

ANNEXURE-7 (FORM-7)					
	BIDDERS PAST SUPPLIES PROFORMA				
Sl. No.	Name & address of client	Period from	Description in detail	Total quantity supplied	Remarks

ANNEXURE-8 (FORM-8)

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

Prasar Bharati

_____

SUB: _____.

TENDER NO: _____

Dear Sir,

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

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

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

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

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

Place:
Date:

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

ANNEXURE-9 (FORM-9)

LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'/Subsequent 'Negotiations']

Ref: Date:
To,
Prasar Bharati
_____

SUB: _____

TENDER NO: _____

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

[1] Name & Designation Signature
[2] Phone/Cell:
Fax:
E-mail: …….. @ ……

[3] Name & Designation Signature
[4] Phone/Cell:
Fax:
E-mail: …….. @ ……

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

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

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to PRASAR BHARATI.

1.

ANNEXURE-10 (FORM-10)
E-Banking Mandate Form
(To be issued on Bidder letter head)

1. Bidder/customer Name:

2. Bidder /customer Address:

3. Bidders' e-mail id:

4. Particulars of bank account
   a) Name of Bank
   b) Name of branch
   c) Branch code:
   d) Address:
   e) Telephone number:
   f) Type of account (current/saving etc.)
   g) Account Number:
   h) IFSC of the bank branch
   i) 9 digit MICR code

I/We hereby authorize Prasar Bharati to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold Prasar Bharati responsible.

(Signature of Bidder/)

ANNEXURE-11 (FORM-11)

Self-Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020),or latest order ,if any ,will be applicable

OR

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location(s) at which the local value addition made is/are as under:

1……

2…….

3…….

*** Strike out whichever is not applicable**

Date: Seal & Signature of the Bidder

ANNEXURE-12 (FORM-12)

[To be executed on plain paper and submitted along with bid/tender document for Bidders having a value of Rupees two crores or more.]
To be signed by the Authorized Signatories of the Bidders and PrasarBharati

INTEGRITY PACT

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

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

PREAMBLE

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

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

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

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

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

NOW, THEREFORE,

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

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

And

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

And

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

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

1. Article 1 – COMMITMENTS OF THE BUYER

1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the CONTRACT/ TENDER or the BUYER personally or any of his family members will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER/ SELLER, either for themselves or for any person, organization or third party related to the CONTRACT in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the CONTRACT.

1.2 BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER/ SELLER, which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

1.3 The officials of the BUYER will report to the Independent External Monitor (IEM) with a copy to the Chief Vigilance Officer (CVO) any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such misconduct on the part of such official(s) of the BUYER is reported by the BIDDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the CONTRACT process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the CONTRACT would

not be stalled, unless considered necessary.

2 Article 2 - COMMITMENTS OF THE BIDDER

2.1 The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding or during any pre- contract or post-contract stage in order to secure the CONTRACT or in furtherance to secure it and in particular commits himself to the following:-

2.1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official or family member of the BUYER, connected directly or indirectly with the Biding Process, or to any person, organization or third party related to the CONTRACT in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.1.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or family member of the BUYER or otherwise in procuring the CONTRACT or forbearing to do or having done any act in relation to the obtaining or execution of the CONTRACT or any other CONTRACT with the Prasar Bharati for showing or forbearing to show favor or disfavor to any person in relation to the CONTRACT or any other CONTRACT with Prasar Bharati.

2.1.3 BIDDER shall disclose the name and address of his agents and representatives and the Indian BIDDERS shall disclose his foreign principals or associates, if any.

2.1.4 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediaries, in connection with this TENDER/CONTRACT.

2.1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ authorized partner of the <SITC of _____> and has not engaged any individual or firm or company whether Indian or foreign other than those Para 2.1.3 and Para 2.1.4 above, to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the CONTRACT to the BIDDER.

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

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

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

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

2.1.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above in the sub clause of this Article2.

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

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

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

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

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

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

3.3 If the BIDDER can prove that he has resorted/ recouped the damage caused by him and has installed suitable corruption prevention system, the BUYER may, at his own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

4 Article 4 - SANCTIONS FOR VIOLATIONS

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

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

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

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

4.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending

Rate of State Bank of India, while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other CONTRACT for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

(a) Under the prevention of Corruption Act ,1988 or.
(b) Under the Indian Penal Code or any other law for the time being in force , for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity of Prasar Bharati for a period not exceeding three years commencing from the date of debarment.

iii. BUYER may debar a bidder or any of its successors, from participating in any procurement process undertaken by it , for a period not exceeding two years ,if it determines that the bidder has breached the code of integrity.

iv. Prasar Bharati will maintain such list of debarred suppliers which will also be displayed on its website.

v. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

4.1.8 To recover all sums paid in violation of this INTEGRITY PACT by the BIDDER to any middlemen or agent or broker with a view to securing the CONTRACT.

4.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

4.1.10 TheBUYERwillbeentitledtotakealloranyoftheactionsmentionedat Paras4.1.1to4.1.9 of this INTEGRITY PACT also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.1.11 The decision of BUYER to the effect that a breach of the provisions of this INTEGRITY PACT has been committed by the BIDDER shall be final and conclusive on the BIDDER.

However, the BIDDER can approach the IEM(s) appointed for the purposes of this INTEGRITYPACT

5 Article 5 - INDEPENDENT MONITORS

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

Sh. Rakesh Kumar Verma (Retd) Email:rakeshkumarverma@hotmail.com	Shri Aloke Prasad ,IPS(Retd) Email:alokewa@gmail.com

5.2 The task of the MONITOR shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

5.3 The MONITOR shall not be subject to instructions by the representatives of the parties and shall perform his functions neutrally and independently. He will report his findings to Chief Executive Officer, Prasar Bharati (CEO,PB).

5.4 Both the Parties accept that the MONITOR has the right to access, without restriction, all the documents relating to the Project/ procurement, including minutes of meetings.

5.5 The BIDDER accepts that the MONITOR has the right to access, without restriction, all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the MONITOR, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors of the BIDDER. The MONITOR shall be under contractual obligation to treat the information and documents of the BIDDER and his Subcontractor(s) with confidentiality.

5.6 The BUYER will provide to the MONITOR sufficient information about all meetings among the parties related to the Project/ procurement provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the MONITOR the option to participate in such meetings.

5.7 As soon as the MONITOR notices, or believe to notice, a violation of this INTEGRITY PACT, he will so inform the Authority designated by the BUYER with a copy to CVO, PB and request them to discontinue or take corrective action, or to take other relevant action. He will also inform separately to CEO, PB with copy to CVO, PB. The MONITOR can in this regard submit non-binding recommendations. Beyond this, the MONITOR has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

5.8 The MONITOR will submit a written report to the CVO, PB within 4 to 8 weeks from the date of reference or intimation to him by the BUYER or BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

5.9 If the MONITOR has reported to the CEO, PB and CVO, PB a substantial suspicion of an offence under the relevant IPC/PC Act and they have not, within reasonable time taken visible action to proceed against such offence, the MONITOR may also transmit the information directly to the Central Vigilance

Commissioner

6 **Article 6 - FACILITATION OF INVESTIGATION**

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

7 **Article 7 - LAW AND PLACE OF JURISDICTION**

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

8 **Article 8 - OTHER LEGAL PROVISIONS/ ACTIONS**

8.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

8.2 Any dispute or difference arising between the parties with regard to the terms of this INTEGRITY PACT and / or, any action taken by the BUYER in accordance with this INTEGRITY PACT or interpretation thereof shall not be subject to arbitration.

8.3 Both the parties agree that this INTEGRITY PACT has precedence over the TENDER/ CONTRACT documents with regard to any of the provisions covered under this INTEGRITYPACT.

9 **Article 9 – VALIDITY**

9.1 The validity of this INTEGRITY PACT shall be w.e.f. the date of its signing and shall extend upto 5(five) years or during the complete execution of the CONTRACT to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. For unsuccessful BIDDERs at the tendering / pre-contract stage, this INTEGRITY PACT shall expire after six (06) months from the date of signing of the CONTRACT.

9.2 Should one or several provisions of this INTEGRITY PACT turn out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

9.3 If any claim is made/ lodged during the validity period of the INTEGRITY PACT, the same shall be binding and continue to be valid despite the lapse of INTEGRITY PACT as specified above.

9.4 The parties hereby sign this INTEGRITY PACT at_____on _____.

(For & On behalf of the Prasar Bharati) (For & On behalf of BIDDER)

(Office Seal) (Office Seal)

Place:……
Date:…….

Witness 1:
(Name & Address)
Witness 2:
(Name & Address)

ANNEXURE-13 (FORM-13)

BIDDER'S QUERIES FOR PRE BID MEETING

SUB: _____.
TENDER/BID NO:_____

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

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

ADE
Purchase Section
Room No.325, P&D Unit
DG:AIR,Sansad Marg
New Delhi-110001
E-mail:depurchase@prasarbharati.gov.in

SIGNATURE OF BIDDER:

NAME OF BIDDER :

ANNEXURE-14 (FORM-14)

(PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY)

(To be stamped in Accordance with Indian stamp Act)

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

Ref ……..Bank Guarantee No. …….

To

PB,BCI, DG:AIR
NEW DELHI

Dear Sirs,

1 In consideration of PRASAR BHARATI ((India's Public Service Broadcaster), DIRECTORATE GENERAL :ALL INDIA RADIO NEW DELHI having its head office at AKASHVANI BHAWAN , SANSAD MAERG , NEW DELHI 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 to 10% 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 Organisation under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

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

Dated this……day of ……..

At ……

(SIGNATURE)
(Full name and address in of official capital letter)

(Designation with Bank Stamp)
Date

Witness No. 1
Signature ……..

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

Witness No. 2
Signature ……..
Full name and Address (in capital letters)……..

……..

* Applicable where the party is foreign one.

* Applicable where the party is Indian.

3.1 INSTRUCTIONS

(FOR FILLING UP BANK GUARANTEE FOR PERFORMANCE BOND)

I. The Bank guarantee should be stamped in accordance with the stamp act.
II. The non-judicial stamp paper should be in the name of the issuing bank.
The bank also agrees that the Court of New Delhi India shall have exclusive jurisdiction.

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

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

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

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 Contract) issued by this organisation to the successful bidder including subsequent amendments to ORDER or Contract in writing thereof.

3.1.4 THE ORGANISATION /PURCHASER

Shall mean <DG:AIR AKASHVANI BHAWAN, New Delhi, India, 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 Organisation .

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/DSTC/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 EQUIPMENT 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 EQUIPMENT (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 not-withstanding 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.

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

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

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

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

3.7 MODIFICATION IN ORDER

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

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

3.8 PERFORMANCE SECURITY DEPOSIT.

3.8.1 The successful bidder, within 30 (Thirty) days of the receipt of order/letter of intent, will be required to send Security Deposit in the form of Bank Draft/NEFT or in lieu thereof a Bank Guarantee from an Scheduled Indian Commercial Bank for amount as indicated in Para 1.7.1 of the "Invitation to Bid". Being a FOR destination contract, the Security Deposit shall be 5 to 10 % of the value of the order.

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

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

3.8.4 Security Deposit, Performance Bond shall be refunded to the supplier after completion of warranty period as stipulated in the order. If the materials are supplied in the extender delivery period, the supplier will extend the validity of Bank Guarantee accordingly and the Bank Guarantee will be released after extended validity is expired.

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

3.9 WARRANTIES AND GUARANTEES.
MATERIALS AND WORKMANSHIP

Unless some special Warranty/Guarantee clause has been stipulated elsewhere in the invitation to the tender or any of its Appendix, the following warranty shall form part of the contract placed on successful tender:-

3.9.1 SUPPLIER/CONTRACTOR shall fully warrant that all the stores, Equipment and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from any defects (concealed fault, deficiency in design, materials and workmanship).

3.9.2 Should any defects be noticed in design, material and/or workmanship within 15 months from the date of shipment/dispatch of last consignment or 12 months from the date of receipt/commissioning of the equipment, or the guarantee/warranty period as specified in specifications(Appendix-D) whichever is later, the organization shall inform Supplier/Contractor and Supplier/Contractor shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective equipment at site without any cost to the Organization within a reasonable period(Maximum upto 30 days). If the Supplier/Contractor Fails to take proper corrective action to repair/replace the defects satisfactorily within the reasonable period, this Organization shall be free to take such corrective action as may be deemed necessary at SUPPLIER'S/CONTRACTOR'S risk and cost after giving notice to the SUPPLIER/CONTRACTOR.

3.9.3 Damage to the machinery and/or equipment due to incomplete and erroneous instructions issued by Supplier/Contractor will be responsibility of the Supplier/Contractor and will be treated according to the provisions of warranty clause. Normal wear & tear shall not come under purview of this clause.

3.9.4 In case defects are of such nature that equipment shall have to be taken to Supplier's/Contractor's Works for rectification etc. Supplier/Contractor shall take the equipment at his cost after giving necessary undertaking or security as may be required by the Organization. This Organization shall, if so required by the Supplier/Contractor, dispatch the equipment by quickest mode on "Freight-to pay" basis to the Supplier's/ Contractor's works. After repairs, Supplier/Contractor shall deliver the equipment at site on freight prepaid basis. All risks in transit to and fro shall be borne by the Supplier/Contractor.

3.9.5 Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

3.9.6 The Supplier/Contractor shall guarantee that they will supply spare parts if and when required on agreed price. The agreed price should include, but without any limitation to, agreed discount on the published catalogue price or on agreed percentage of profit on the landed cost.

3.9.7 The Supplier/Contractor will warranty that before going out of production for any of the spare parts; they will give adequate advance notice to the purchaser so that the latter may undertake to procure, if necessary, the balance of the life time requirements.

3.9.8 If the repairs, replacement or modification referred are of such nature as may affect the efficiency of the EQUIPMENT, this Organization shall have the right to give to the SUPPLIER/CONTRACTOR, within one month of such replacement/renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

3.9.9 If the Supplier/Contractor fails to honour his obligation to repair or replace defective goods within a reasonable period of time, or if Supplier/Contractor refuses to carry out work under the guarantee clause and implied guarantee condition, if danger is anticipated or in case of severe urgency, the Organization shall be entitled to carry out, at Supplier's/Contractor's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods have been delivered by Supplier/Contractor, this Organization is entitled to procure the remaining goods at Supplier's/Contractor's cost and risk. This does not relieve Supplier/Contractor of any of his guarantee obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the supplier/contractor or his sub-contractors until delivery shall be borne by supplier.

3.10 PERFORMANCE GUARANTEE

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

3.10.2 The SUPPLIER/CONTRACTOR shall guarantee that the materials/equipment that shall be purchased from the sub-contractor(s) shall be such as to fulfill the requirements laid down vide Para 3.9.1 to 3.10.1 above and shall undertake to ensure fulfillment of these requirements.

3.11 REJECTION

If the ORGANISATION finds that the goods supplied are not in accordance with the specification and other condition stated in the order or its sample (s) are received in damaged conditions (of which matters this Organization will be the sole judge), this Organization shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate to the supplier/contractor the rejection without prejudice to the

Organization'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 goods shall be removed by the supplier/contractor and if not removed within 14 days of the date of communication of the rejection, the Organization will be entitled to dispose-off the same on account and at the risk of the supplier/contractor and after recovering the storage charges at the rate of 5% of the value of goods of each month or part of month and loss and expense, if any caused to the Organization, pay balance to the supplier/contractor.

3.12 FAILURE AND TERMINATION CLAUSE

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

3.12.1 recover from the Supplier/Contractor as agreed, liquidated damages including administrative expenses and not by way of penalty, While granting an extension of the delivery period, where the delivery of stores or any installment thereof is accepted after expiry of the original delivery period, the Purchaser shall recover from the contractor, as agreed, the LD a sum equivalent to 0.5 (Half) percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) percent of the value of delayed goods/Units. **If the delayed supply/unit found vital for the functioning of the entire supply/unit, then the entire unit/Supply shall consider as delayed supply/ unit for the calculation of LD.** The LD shall not exceed the amount stipulated in the contract. After a full period of extension, termination of the contract will be considered by the Organization.

3.12.2 purchase or authorize the purchase elsewhere on the account and at the risk of the supplier/contractor, of the stores not delivered DSETC/SITC/SETC not carried out or other of a similar description (where stores DSETC/ SITC/SETC exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the supplier/contractor without cancelling the contract in respect of the installment not yet due for delivery; or

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

3.12.4 Where action is taken under sub-clause 3.12.2 or sub-clause 3.12.3 above the supplier/contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made in case of failure to deliver the stores, within 6 months from the date of such failure and in case of repudiation of contract the supplier/contractor shall not be entitled to any

gain on such the entire discretion of the purchaser to serve a notice of such purchase on the contractor.

3.12.5 It may further be noted that clause 3.12.1 above provides for recovery of liquidated damages on the cost of the contract price of delayed supplies at the rate of 1/2% (Half Percent) of the contract price of the delayed unit or effective delay occurred unit (even if it has been supplied) for per week for such delay or part thereof up to a ceiling of 10% of the contract price of delayed supplies DSETC/SITC/SETC. **If the delayed supply/unit found vital for the functioning of the entire supply/unit, then the entire unit/Supply shall consider as delayed supply/ unit for the calculation of LD.** Liquidated damages for delay in supplies DSETC/SITC/SETC thus accrued will be recovered by the Paying Authority on instruction as specified in the supply order, from the bill for payment of the cost of material/works submitted by the contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated damages amount.

3.12.6 Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered DSETC/SITC/SETC will be deemed to have been carried out only when all its components/parts are also delivered. If certain components of stores are not delivered in time DSETC/SITC/SETC not carried out in time, the stores DSETC/SITC/SETC will be considered as delayed until such time all the missing parts are also delivered.

3.13 INSPECTING/TESTING OF MATERIAL

The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the Inspection Authority.

3.13.1 The supplier/contractor shall ensure that the material to be supplied against this order shall be individually inspected, tested and analyzed in terms of the specifications attached to the tender and the relevant codes and practices specified therein by expression or implication. Necessary test reports shall be provided as required.

3.13.2 The supplier/contractor should make available to the Organization and any other individual/agency authorized by the Organization for the purpose of inspection all its records and results in respect of inspection , test and analysis conducted by it as part of their manufacturing and testing operation under the applicable codes and practices specified by expression or implication in the tender.

3.13.3 Inspection tests and analysis shall be carried out/conducted at the supplier’s/ contractor's works by the authorized representative of the Organization and the cost of such inspection tests and analysis including the cost of to and fro air fare and accommodation and cash allowances payable shall be borne by the Organization.

3.13.4 The Contractor shall provide and deliver free of charge for tests/analysis by an independent authority at any such place or places as the Organization or its authorized inspector may reasonably require such raw material (s) used or intended to be used for the contracted work by the Contractor as the Organization/Inspector shall consider necessary. The cost of such tests/analysis shall be borne by the Contractor.

3.13.5 This Organization shall be entitled at all times, whether prior to, during or after the completion of inspection by itself and/or through inspectors appointed by the Organization at the Organization’s cost, to inspect, test and/or analyses and/or to direct the Supplier/Contractor in all respect of any store(s) or materials processes used or proposed to be used in the fabrication of the product of any of them. The said inspection, tests and analysis as far as required, is to be conducted in the presence of the inspectors. The supplier/contractor

shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.

3.13.6 Should the supplier/contractor fail to comply with any of the provisions aforesaid relating to inspection, testing and /analysis the Organization shall be entitled by itself and/or through inspectors to conduct or have conducted the inspection, test and/or analysis at the risk and expense of the supplier/contractor in all respects.

3.13.7 No rejected raw materials shall be used for the contracted work or re-tendered for inspection and/or test except with the prior permission of concerned Inspectors.

3.13.8 Unless otherwise specifically authorized by the Organization in writing, the supplier/ contractor shall not ship or dispatch for shipment under the contract entered into, any material which has not been properly inspected/tested marked and in respect of which a certificate of quality has not been issued or signed by the inspectors.

3.13.9 In addition to the general conditions of the inspection stated above, the supplier/ contractor shall also satisfy all the specific conditions of inspection as enumerated in the specification attached.

3.13.10 In addition to inspector(s) the Organization shall be entitled to nominate, depute or designate a representative to be stationed at the supplier’s/contractor's factory in order to supervise and/or coordinate operations related to the contract. In the event of there being more than one factory involved in the work entrusted to the supplier/contractor, the Organization shall be entitled to nominate/depute or appoint such representative(s) as necessary in respect of each such factory.

3.13.11 The supplier/contractor shall ensure that the material to be supplied against this order shall be individually inspected, tested and analyzed in terms of the specifications attached to the tender and the relevant codes and practices specified therein by expression or implication. Necessary test reports shall be provided as required.

3.13.12 The posting of such a representative by the Organization or his actions in any manner does not absolve the supplier/contractor of any liability, and/or responsibility under this contract. The representative's posting shall be treated as advisory to the Organization.

3.13.13 For false calls for the cases where material is rejected on inspection, the supplier/ Contractor will bear the actual cost of inspection incurred/suffered by the Organization.

3.13.14 Place of inspections specified in supply order will not be changed without written confirmation from the Purchase Authority.

3.14 SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

3.14.1 If the Organization finds that MATERIAL supplied are not of the correct quality or not according to specification required or otherwise not satisfactory owing to any reason of which the Organization will be the sole judge, the Organization will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of supplier, reserving always to itself the right to forfeit the security deposit/performance bonds placed by the supplier for the due fulfillment of the contract.

3.14.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

3.15 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.

3.16 INTER/CHANGEABILITY OF PARTS

3.16.1 If against any item it becomes necessary to supply spare parts other than specified, the supplier/contractor shall be required to give the following certificate to the purchaser before arranging supply of spare parts bearing different parts numbers. If there is any obvious typographical or clerical error in the part number and /or description of any item, the supplier/contractor will supply the correct part. The aforesaid certificate should be supplied in such cases also. The supplier will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

3.16.2 "The changed part numbers are an exact replacement of parts ordered and are suitable for and will fit in equipment/machines and the existing fittings for which they are intended without in any way affecting the efficiency and quality of performance of the equipment/machines."

3.16.3 If however, the substitute spare part is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit is offered instead of one small item(s) forming part of the kit, the supply of the kit would be subject to the following conditions:-

3.16.3.1 The supply of the kit will be accompanied with a certificate that the manufacturer has definitely stopped supply of the spare parts but supplying only a kit.

3.16.3.2 The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

3.16.3.3 In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

3.17 Provided further that if any part numbers are declared by the purchaser to be unsuitable to the machines for which they have been supplied within 60 days from the date of arrival of the stores at site, the supplier/contractor will take them back at their own cost and expense.

3.18 BREAKAGE/SHORTAGE

3.18.1 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.

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

3.19 DESIGNS, PATENTS AND ROYALTIES

If any material used or methods or processes practiced or employed in the manufacture of items to confirm with the requirement of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty/royalties and license fee(s) as may be necessary. The contractor shall keep the Organization indemnified

from and against any and all claims, actions demand and proceedings whatsoever brought or made against the Organization on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the contractor. The contractor shall at their own risk and expense defend any suit for infringement of patent or like suits brought against the Organization (whether with or without the contractor being a party thereto and shall pay damages and costs awarded in such suit and keep the Organization indemnified from and against all consequence thereof.

3.20 FORCE MAJEURE

3.20.1 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.

3.20.2 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,

3.21 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.

3.22 FALL CLAUSE

3.22.1 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.

3.22.2 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.

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

"I/We certify that there has been no reduction in sale price of the stores/services of description identical to the stores/services supplied to PRASAR BHARATI (India's Public Service Broadcaster), PRASAR BHARATI (India's Public Service Broadcaster) ,PRASAR BHARATI(BROASCASTING CORPORATION OF INDIA), DIRECTORATE GENERAL :ALL INDIA RADIO AKASHVANI BHAWAN , SANSAD MARG NEW DELHI -110001 under the contract/supply order here in and such stores/services have not been offered/sold by me/us to any person organization including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill during the currency of the supply order contract whichever is later at a price lower than the price charged to the Organization under the contract/supply order except for quantity of stores categories under sub-clauses (a) and (b) of sub para (3.22.2) above, details of which are as follows……

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

3.23 PACKING & MARKING

3.23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. Each package shall have a detailed packing list in duplicate indicating:

3.23.1.1 Supply order number & date
3.23.1.2 Brief description of consignment
3.23.1.3 Name and address of the consignee.
3.23.1.4 Name and address of the Suppliers.
3.23.1.5 Item-wise nomenclature and part number and given reference with quantities to assembly drawing.
3.23.1.6 Tag number for all items contained in the package.
3.23.1.7 Gross weight and outer dimension of the package.
3.23.1.8 Packing list package-wise package marks and numbers
3.23.1.9 Any other requirement relevant to the contract

3.23.2 Another copy of the packing list shall be put in a waterproof envelope and fastened securely to the outside of the Package.

3.23.3 Shipping Of Documents:

3.23.3.1 Invoice showing value item-wise as per supply order for customs purposes, in triplicate drawn in the name of the PRASAR BHARATI (BCI), DG: ALL INDIA RADIO , AKASHVANI BHAWAN,SANSAD MARG NEW DELHI and duly manually signed by the supplier or their authorized representative.
3.23.3.2 Certificate of test inspection from manufacturer/supplier.
3.23.3.3 Certificate of recent manufacture.

3.24 INSURANCE

3.24.1 The Successful Bidder shall arrange for the insurance covering the risk during transit, storage and installation till commissioning. The Bidder shall take insurance for his men while working at the Prasar Bharati site against any accident, death, etc. Similarly equipments, instruments, tools etc. belonging to the Bidder shall be insured against damage, loss, theft etc. All the charges for such insurance shall be borne by the Bidder.

3.25 SHORT/DAMAGE/DEFECTIVE/NON RECEIPT OF MATERIAL

The supplier is responsible for safe arrival of the material upto destination. In case, there find any shortage/breakage of material, the supplier will make good the deficiency at the earliest.

3.26 PROGRESS OF MANUFACTURING OF ITEMS

From the date of receipt of order the manufacturer will send a report on monthly basis to the purchase Authority about the progress on manufacturing of item(s) ordered from him. The monthly progress report will be sent on a regular basis till completion of the entire supply as per delivery date indicated in supply order.

3.27 ARBITRATION

3.27.1 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 compilation or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Chief Executive Officer, Prasar Bharati .

3.27.2 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.

3.27.3 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.

3.27.4 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.

3.27.5 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.

3.27.6 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.

3.27.7 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.

3.27.8 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.

3.28 COMPLAINCE OF SPECIFICATIONS

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

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

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

3.28.3.1 Description of Schedule of Quantities.
3.28.3.2 Particular Specification and Special Condition, if any.
3.28.3.3 Drawings.
3.28.3.4 AIR Specifications.
3.28.3.5 Indian Standard Specifications of B.I.S.

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

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

3.29 **.COMPLIANCE TO MINIMUM WAGE ACT**

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

3.30 ***APPLICABLE LAW**

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

* To be included in an international contract.

3.31 **INTEGRITY PACT** (Applicable for the Tender more than 2 Crores)

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

3.31.2 **VIOLATIONS & CONSEQUENCES:**

3.31.2.1 If a Bidder commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid

Security, would be forfeited and in addition, they would be banned from the Prasar Bharati business in future.

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

APPENDIX-C

4 BID EVALUATION CRITERIA

4.1 S1	SALIENT FEATURES	BIDDERS CONFIRMATION
4.1.1	Open Tender No.	
4.1.2	Single Stage Two Bid System	
4.1.3	Tender Processing Fee	As per Para 1.2.6 of Bid Data Sheet (BDS) and Para 2.1.7 of "Instructions to Bidder"
4.1.4	Validity Period of Bid	120 days from the date of opening i.e. up to and inclusive of date of opening.
4.1.5	Bid Security	As per clause 1.2.7 of Bid Data Sheet (BDS) andPara 2.1.3 of "Invitation to Bid".
4.1.6	Performance Security	Would be required on placement of purchase order 3% of the ordered value and shall be valid beyond 60 days from the date of expiry of guarantee/warranty with claim period up to one year from the date of expiry of guarantee/warranty.
4.1.7	Delivery Period	As per specification
4.1.8	Last date of submission of Bid clarification	As per NIT
4.1.9	Time & Date of Submission of Tender	As per NIT
4.1.10	Opening date of technical bid	As per NIT
4.1.11	Opening date of price bid	Will be intimated later
4.1.12	Evaluation Methodology	As per Para 1.20 to Para 1.23 and Para 4.6

Note: -

A. Latest updates regarding this tender can be accessed at Web-Site Gem Portal https://prasarbharati.gov.in.
B. Pre bid conference will be held in Directorate General ,Akashvani , Akasahvani Bhawan , New Delhi-110001 .

4.2 VITAL COMMERCIAL CRITERIA FOR ACCEPTANCE

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

4.2.2 Bid should be from actual manufacturers, public sector undertakings, supply houses/representatives/distributors/dealers/agents authorized by the Principals.

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

4.2.4 If the quoted rate for Bid , is found considerably lower than the estimated rates , it will be considered as abnormally low Bid; in such cases , Prasar Bharati may seek written clarification from the bidder ,including detailed price analysis of its bid price in relation to scope ,schedule , allocation of risks and responsibilities , and any other requirements of the bid's document . if , after evaluating the price analyses , Prasar Bharati determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offer price, the Prasar Bharati may reject the bid/proposal.

4.2.5 SUBMISSION OF BID BOND/BANK GUARANTEE ALONG WITH BID

a) In case of domestic bidders, tender must be accompanied with Earnest Money Deposit in the form of either a Bank Draft/FDR Payable to PB,BCI, DG:AIR , NEW DELHI or a Bank Guarantee from an Indian Scheduled Commercial Bank with the tender document. Bank Guarantee by domestic bidders will be given on non-judicial stamp paper as per stamp duty act applicable at New Delhi.

b) The amount of Earnest Money Deposit should be as per the Notice Inviting Tender and it shall be as per Para 1.2.7 and Para 2.21; regarding Submission of Security Deposit cum Performance Bank Guarantee for execution of contract as well as for satisfactory performance of equipment during warranty period by the successful bidders; Acceptance of Failure and Termination Clause No.3.12 of Tender document; Acceptance of Warranty and Guarantee Clause No.3.9 of Tender document; Acceptance of jurisdiction clause No. 3.27 and 3.30 of tender document.

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

4.4 CRITERIA FOR LOADING OF BIDS

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

4.4.1 For delivery /completion periods quoted longer than that specified in the bid document, the quoted price shall be loaded 1/2% per extra week or part thereof subject to a maximum of 5% of the quoted price. Offer with delivery/completion period longer than 10 week beyond the stipulated delivery completion period will be rejected.

4.4.2 Bidders will not indicate a separate discount. Discount if any should be merged in the rates against the quoted items. Discount, if any, indicated separately will not be taken into account for bid evaluation purposes.

4.5 VITAL TECHNICAL CRITERIA FOR ACCEPTANCE OF BIDS

4.5.1 Quotation in original must be from actual manufacturers, public sector undertakings, supply houses/representatives/distributors/dealers/agents authorized by the Principals.

4.5.2 In case the bidder is an authorized dealer/supply house, he should name the original manufacturer. Bidder should furnish a warranty to quality from the manufacturer and also furnish a certificate from the manufacturer that the bidder can quote items of the

manufacturer directly. Offers not complying with these requirements will be rejected, without any notice/back reference.

4.5.3 Past performance report of similar items earlier supplied to this Organization will be taken into consideration while evaluating this bid. The bid shall be rejected, if the past performance of the similar item earlier supplied to the Organization is found to be unsatisfactory.

4.6 **PREFERENCE TO MAKE IN INDIA**

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India as per the revised "Public Procurement (Preference to Make in India), Order 2017", circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE-II dated 16.09.2020 will be applicable for this tender.

4.6.1 **Definitions**: For the purpose of this Tender

4.6.1.1 '**Local content**' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

4.6.1.2 '**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Tender.

4.6.1.3 '**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Tender.

4.6.1.4 '**Non – Local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

4.6.1.5 '**L1**' means the lowest tender or lowest bid received in response to this tender.

4.6.1.6 '**Margin or purchase preference**' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. For being eligible for purchase preference under this clause, the Margin of purchase preference shall be 20% (i.e. L1 + 20% band).

4.6.2 **Eligibility:** Only 'Class-I local supplier ' and ' Class –II local supplier 'as defined under this tender shall be eligible to bid in procurements undertaken by procuring entities.

4.6.3 **Purchase Preference**

Purchase preference shall be given to "class-I local supplier' for the purpose of this tender in the manner specified here under.

4.6.4 For the procurement of Design, Supply, Erection, Testing and Commissioning (DSETC) of 100 M Self Supporting Lattice Steel tower including provisions of mountings for installation of VHF FM Antenna etc. for All India Radio, Dwarka(Gujarat) . *The 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier'*, as per following procedure:

4.6.4.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

4.6.4.2 If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's

quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

4.6.5 _For the procurement of Design, Supply, Erection, Testing and Commissioning (DSETC) of 100 M Self Supporting Lattice Steel tower including provisions of mountings for installation of VHF FM Antenna etc. for All India Radio, Dwarka(Gujarat) (In the procurement of Goods which are not divisible in nature/ where the work Order could not be divided)

The 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure.

4.6.5.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

4.6.5.2 If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

4.6.5.3 In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin or purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

4.6.6 "**Class-II local supplier**" will not get purchase preference.

4.6.7 **Minimum Local Content**: The local content requirement to categorize a supplier as "Class-Ilocal supplier' / 'Class-II local supplier' / 'Non-local supplier' shall be as defined in the Para "4.6.1" above. No change is permissible on this account.

4.6.8 **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.For being eligible for purchase preference under this clause, the Margin of purchase preference shall be 20% (i.e. L1 + 20% band).

4.6.9 **Verification of local content**:-

4.6.9.1 The 'Class-I local supplier' / "Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

4.6.9.2 Prasar Bharati may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

4.6.9.3 False declarations will be in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

4.6.9.4 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this tender for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

APPENDIX-D

5 DESCRIPTION STORES AND TECHNICAL SPECIFICATIONS

Description/specifications, Material Code, Quantity of Items.

S. No.	Description	Qty.	Specification No.
1.	Design, Supply, Erection, Testing and Commissioning (DSETC) of 100 M Self Supporting Lattice Steel tower including provisions of mountings for installation of VHF FM Antenna etc. for All India Radio, Dwarka (Gujarat)	01	Akashvani Specification No. 100 M (FM Tower) Dwarka/August/2026-D(TD/FM)

* Copy Enclosed

Note: -

1. Delivery instruction

a) Delivery Period : Within 06 Months

b) Consignee : As per the Specification

2. Taxes:

   1. All taxes as applicable must be quoted and shown separately.
   2. Bidder should quote the prices of stores and all applicable taxes viz. Excise Duty, Custom Duty, all applicable Cesses, Goods and Service Tax etc., should be shown separately in the price bid. Supplier should submit their claim for payment in invoice having GSTIN number of the supplier and also the respective consignee indicating separately amount of applicable taxes etc. to enable Prasar Bharati to avail GST Input tax Credit (ITC) on Goods and Services.

STATE-WISE GSTINS OF ALL INDIA RADIO		
S.no.	State	GSTIN
1	ANDAMAN AND NICOBAR ISLANDS	35AAAJP0288R2ZH
2	ANDHRA PRADESH	37AAAJP0288R1ZE
3	ARUNACHAL PRADESH	12AAAJP0288R2ZP
4	ASSAM	18AAAJP0288R3ZC
5	BIHAR	10AAAJP0288R2ZT
6	CHANDIGARH	04AAAJP0288R3ZL
7	CHATTISGARH	22AAAJP0288R2ZO
8	DAMAN AND DIU	25AAAJP0288R1ZJ
9	DELHI	07AAAJP0288R2ZG
10	GOA	30AAAJP0288R2ZR
11	GUJARAT	24AAAJP0288R2ZK
12	HARYANA	06AAAJP0288R2ZI
13	HIMACHAL PRADESH	02AAAJP0288R1ZR
14	JAMMU AND KASHMIR	01AAAJP0288R2ZS
15	JHARKHAND	20AAAJP0288R1ZT
16	KARNATAKA	29AAAJP0288R2ZA
17	KERALA	32AAAJP0288R4ZL
18	LAKSHADWEEP ISLANDS	31AAAJP0288R1ZQ
19	MADHYA PRADESH	23AAAJP0288R2ZM
20	MAHARASHTRA	27AAAJP0288R2ZE
21	MANIPUR	14AAAJP0288R1ZM
22	MEGHALAYA	17AAAJP0288R1ZG
23	MIZORAM	15AAAJP0288R1ZK
24	NAGALAND	13AAAJP0288R2ZN
25	ODISHA	21AAAJP0288R1ZR
26	PONDICHERRY	34AAAJP0288R1ZK
27	PUNJAB	03AAAJP0288R1ZP
28	RAJASTHAN	08AAAJP0288R1ZF
29	SIKKIM	11AAAJP0288R1ZS
30	TAMIL NADU	33AAAJP0288R1ZM
31	TELANGANA	36AAAJP0288R1ZG
32	TRIPURA	16AAAJP0288R2ZH
33	UTTAR PRADESH	09AAAJP0288R2ZC
34	UTTARAKHAND	05AAAJP0288R3ZJ
35	WEST BENGAL	19AAAJP0288R1ZC

(GST Data of relevant Stations may be filled here)