

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-01-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-01-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Information And Broadcasting
विभाग का नाम/Department Name	Ministry Of Information And Broadcasting
संगठन का नाम/Organisation Name	Prasar Bharati Broadcasting Corporation Of India
कार्यालय का नाम/Office Name	Prasar Bharati Secretariat
वस्तु श्रेणी /Item Category	Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report; CAG Empaneled Audit or CA Firm
अनुबंध अवधि /Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	24 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3600000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	36000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	0.03

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

Drawing and Disbursing Officer

Prasar Bharati Secretariat, Ministry of Information and Broadcasting, Prasar Bharati Broadcasting Corporation of India, Ministry of Information and Broadcasting  
(Ddo, Cash)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within  $L-1+15\%$  of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in

India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### **अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Number of Years of firm/company's existence as per ICAI certificate**5

**Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.**5

**Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:**5

**Number of partners/ qualified professionals in full time employment with DISA/CISA qualification**5

**Number of XX fulltime CA's required and YY professional audit staff**10,5

#### **Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
12-01-2026 16:00:00	Prasar Bharati Sectt. Tower C Mandi House, Delhi

#### **Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report; CAG Empaneled Audit Or CA Firm ( 1 )**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting
Type of Industries/Functions	Government Office
Frequency of Progress Report	Quarterly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Quarterly
State	NA
District	NA
<b>एडऑन /Addon(s)</b>	
Post Financial Audit Support	NA

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Bharat Bhushan Bajaj	110001,Prasar Bharati House, Copernicus Marg New Delhi	1	N/A

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The firm will audit the accounting data prepared by B&A division of PBS without visiting any field stations.

2. The audit should preferably be completed within 2 weeks.

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## 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



Standard Bid Document (SBD)**BID DOCUMENT****To Provide Services for Audit of Financial Statements of Prasar Bharati**

BID DUE DATE & TIME FOR ONLINE SUBMISSION	DD/M/20XX at XX:00 Hrs.
BID DUE DATE & TIME FOR BID OPENING	DD/M/20XX at XX:00 Hrs.

**INDEX SHEET**

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**ABBREVIATIONS USED IN STANDARD BID 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 Bid
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.
27	SNO	State Nodal Officer

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AQ Jh  Blake B



## 1.0 "INVITATION FOR BID (IFB)"

Ref No: &lt; &gt; Date: DD/M/20XX

**SUB : BID DOCUMENT FOR PROVIDING SERVICES FOR AUDIT OF FINANCIAL STATEMENT OF PRASAR BHARATI.**

1.1 On behalf of CEO Prasar Bharati (India's Public Service Broadcaster), digitally signed e-tenders are invited from eligible bidders in the prescribed Bid Proforma for the captioned subject in accordance with the following details and enclosed Bid Documents.

The details of bid are given below:

1.2 **Bid Data Sheet (BDS):** The brief details of the bid are asunder:

1.2.1	<b>Bid Inviting Authority</b>	<b>Prasar Bharati Secretariat</b>
1.2.2	<b>Name of the Supply /Work</b>	To Provide Services for Audit of Financial Statement of Prasar Bharati.
1.2.3	<b>Bid Reference No.</b>	<Tender Ref. No.>
1.2.4	<b>Place of availability of Bid Documents (RFPs)</b>	1. Website of Prasar Bharati, <a href="https://prasarbharati.gov.in/">https://prasarbharati.gov.in/</a> 2. Central Public Procurement portal
1.2.5	<b>Estimated Cost of the Bid and duration of the contract</b>	Rs. 36,00,000 (for three years)
1.2.6	<b>Bid Processing Fee</b>	Rupees <Nine Hundred Twenty Five+ GST (Rs. 925+GST /-)> (shall be collected through the e-procurement Portal)
1.2.7	<b>Earnest Money Deposit (EMD)</b>	Rupees 72,000/-
1.2.8	<b>Address to send Pre bid Queries</b>	Queries for Pre-bid may be sent through Email:- pbaccount@prasarbharati.gov.in in the prescribed format, Form No.13

1.2.9 Nature of bid process	Two bid System 1. Technical Bid 2. Commercial Bid/Financial Bid
1.2.10 Broad Scope of Work	Refer Section Appendix E
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	Date "X"
1.2.14 Last Date & Time for Submission of bid by bidder	Date X +21=Y; 11 A.M.
1.2.15 Date & Time of Pre- bid Conference	Date X+10=Z; 02.30P.M. Prasar Bharati Secretariat, Copernicus Marg, NewDelhi  (Pre-bid query must be submitted Online on or before Dated(x+8))
1.2.16 Place for Pre-bid meeting	Address: Prasar Bharati Secretariat, Copernicus Marg, New Delhi (Optional)  Or  Queries for Pre-bid may be sent through Email:- pbaccount@prasarbharati.gov.in in the prescribed format.
1.2.17 Opening of Technical bid	<DATE "X+21 OR ____ DAY" = "TB">; 3 P.M
1.2.18 Opening of Commercial bids	To be communicated later
1.2.19 Address for Communication	Prasar Bharati Secretariat, Copernicus Marg, New Delhi.
1.2.20 Paying Authority	<b>Prasar Bharati Secretariat.</b>



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. (Eligibility Criteria)
- 1.8 Broad Scope of Work- As per Annexure E.
- 1.9 The Bid Security/Performance Security from any Indian scheduled Commercial Bank would be acceptable.
- 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: 3% of the Contract Value.
- 1.10.2 Performance security shall be valid up to two months after completion of work /supply/end of guarantee whichever is later.
- 1.11 Bids shall be submitted in electronic mode 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 Bid 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 Bid 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 bid document.



1.15 Prasara Bharati will follow the reciprocal market access strategy of 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 Bid. Bidders should take due care to submit bids 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 bids.

1.17 For Payment terms pertaining to Supply contracts please refer to clause 2.24 of the bid 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 BID.

1.19.1 Deleted.

1.19.2 Documents as specified in Technical specifications at Appendix-D

1.20 Paying Authority:

Prasara Bharati Secretariat- Providing Services of Audit of Financial Statements, of Prasara Bharati.

1.21 DELETED

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

1.23 **EVALUATION METHODOLOGY** will be on quality and cost-based selection (QCBS), 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.

Technical evaluation will be factored in at 70% of the marks scored in Bid Evaluation Criteria given at Appendix -C- while financial bid score will carry 30% weight.

Financial bids of only technically qualified bidders (at least three) will be opened and evaluated on quality and cost based selection (QCBS) basis.



### Bid Evaluation

1.23.1. Tendering process will be in two steps (i) TE Bid, (ii) Price bid

1.23.2. Prasar Bharati may seek any specific clarifications or missing document(s) to meet the bid requirement during the pre-qualification and technical evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the bid conditions before last date of submission of bid.

1.23.3. Rebates (discounts) offered, in any form other than on price schedule of Bid proposal of Bid document or on the forwarding letter shall not be taken cognizance of under any circumstances.

### Evaluation of Proposals:

1.23.4. An evaluation committee shall evaluate the Technical Proposals for responsiveness on basis of the Bid Terms applying the qualification criteria and Technical criteria and Scoring System specified in the Technical Evaluation Matrix in the bid. Vendor must fulfil the qualification criteria. The bids of those not fulfilling the qualifying criteria shall be rejected.

1.23.5. The technical bids of those vendors who qualify the qualification criteria shall be termed as the Responsive Bids. The Responsive Bids shall be evaluated based on the marks provided for each of the Evaluation Criteria.

1.23.6. Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Each of the criteria will be assigned a technical score as spelt out.

1.23.7. The points and the criterion have been specified in technical evaluation matrix.

1.23.8. The ratio of weight towards quality and cost shall be 70:30.

1.23.9. The bidders are required to score minimum 50% technical points (quality) to qualify for opening of financial proposal.

1.23.10. The Price Bid part of the responsive bidder shall be opened on the date, time and place, which will be communicated to the bidders. The bidders may send their representatives to attend the opening of Price Bid if they intend to do so.

1.23.11. The successful bidder shall be the bidder having the highest score. In the event two or more bidders have same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder. In the case if the bidder's score are still same, the bidder with highest score in experience shall be considered as successful bidder.

1.23.12. Technical Criteria for Bid Evaluation: The technical bids shall be evaluated on the basis of following criteria.

S. No.	Parameter	Distribution Marks	of Max Marks
1.	Entity/bidder should be registered under a Partnership firm/LLP in India under Partnership Act 1932/2008 as amended, CA firm registered with ICAI and should have been in operations in India in the last 3 Years	Qualification Parameter, hence no marks are being given.	Qualification Parameter, hence no marks are being given.
2.	Financial Strength of the bidder based on Annual turnover of 200% of estimated cost of the project in the last 05 each financial years (for the financial year 2018-19, 2019-20, 2020-21, 2021-22, & 2022-23) (02 marks for each financial year Maximum 10 Marks)	10	10
	Or Financial strength of the bidder based on Average turnover of 200% of estimated cost of the project in the last 05 each financial years (for the financial year 2018-19, 2019-20, 2020-21, 2021-22, & 2022-23)	Or	
3.	Financial strength of bidder based on profitability in the last five financial year @ 3 Marks each year (Maximum 15 Marks)	10	10
4.	Work experience of similar* nature during last five financial years commencing from 2018-19 @ 5 marks per similar project per client (Maximum 25 Marks)	25	25
5.	Qualification of proposed Resources 1 Mark each (Maximum 10 Marks) for each CA qualified professionals on its rolls, including associates/partners having 10 years post qualification experience in the area of Audit of Financial Statements.	10	10



	Similarly 0.50 Mark each for each CA/qualified professionals on its rolls, including associates/partners having 5 years post qualification experience in the area of Audit of Financial Statements. (Maximum 10 Marks)	10	10
6.	Work experience of bidder with clients having multi state units:-  Clients having multi state registration less than 3 states Clients having multi state registration more than 3 but upto 15 states Clients having multi state registration more than 15 states	0 5 10	10
7.	Work experience with Large Company/Government organisation/ PSUs/ Statutory Bodies/ Autonomous body etc. Whose annual turnover exceed 500 Crore in the last 05 financial years for the financial year 2020-21, 2021-22, & 2022-23@ 4 Marks for each Company/Organisation. (Maximum 12 Marks)	20	20
8.	Empanelled with C&AG	5	5

**Note:** \*Similar works defined based on scope of the work. Similar works should have been executed with any Central Government/ State Government/PSUs/Autonomous body etc.

Min Eligibility – 50% marks.

Factor for Rank 1 - 70% of marks obtained in Bid Evaluation Criteria and remaining 30% for Financial bid evaluation.

Financial bids of only technically qualified bidders will be opened and evaluated on Quality and cost based selection (QCBS) basis.

1.23.13. The Quality and Cost Based System Illustration is as below:

#### STAGE 1: TECHNICAL BIDS EVALUATION ILLUSTRATION

Bidder Details	Technical Mark Obtained (Example)
Bidder 1	90
Bidder 2	82

Bidder 3	40
Bidder 4	80

- Bidder 3 technically rejected as minimum required score is 50 to qualify.

#### STAGE 2: Conversion of Technical Marks to Technical Score (Illustration)

Bidder	Technical Marks	Percentile score
Bidder 1	90	100 highest quality
Bidder 2	82	$(82/90) \times 100 = 91.11$
Bidder 3	Rejected	X
Bidder 4	80	$(80/90) \times 100 = 88.89$

#### STAGE 3: FINANCIAL BID EVALUATION

Bidders Details	Financial Bid Amount (F)
Bidder 1	1,81,000
Bidder 2	1,52,000
Bidder 4	2,03,000

#### STAGE 4: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE

Bidders Details	Financial Bid	Financial Score (LFB/F*100)
Bidder 1	1,81,000	$(152000/181000) \times 100 = 83.98$
Bidder 2	1,52,000	100 Lowest bidder
Bidder 4	2,03,000	$(152000/203000) \times 100 = 74.88$

LFB= Lowest Financial Bid, F = Quoted Amount

#### CONSOLIDATED TECHNICAL & FINANCIAL SCORE

Bidders Details	Technical Score	Financial Score
Bidder 1	100.00	83.98
Bidder 2	91.11	100
Bidder 4	88.88	74.88

#### STAGE 5: COMBINED TECHNICAL AND FINANCIAL SCORE (CTFS) WITH WEIGHTAGE 70:30

Bidder Details	Applying weights for the Technical & Financial Score	CTFS	Rank of the Bidder
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Bidder 1	$100*(70/100)+83.98*(30/100)$	95.19(70+25.19)	Rank 1
Bidder 2	$91.11*(70/100)+100*(30/100)$	93.78(63.78+30)	Rank 2
Bidder 4	$88.88*(70/100) + 74.88*(30/100)$	84.68 (62.21+22.47)	Rank 3

**Schedule of Requirements**

S.No.	Item	Quantity
1	"To Provide Services for Audit of Financial Statements of Prasar Bharati."	1

1.24 Deleted.

1.25 Deleted

1.26 Deleted.

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## APPENDIX-A

## 2.0 INSTRUCTION TO BIDDERS (ITB)

## 2.1 INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION:

2.1.1 The Broad scope of work / Supply of services to be tendered are available in the complete bid documents which can be viewed / downloaded free of cost from e-procurement portal of Prasar Bharati, <https://prasarbharati.eproc.in>, or from the website Prasar Bharati, [www.prasarbharati.gov.in](http://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 <https://prasarbharati.eproc.in>

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 <https://prasarbharati.eproc.in>

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, at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@clindia.com](mailto:vikas.kumar@clindia.com)

2.1.7 The Bidders/ Vendors shall be charged the Processing Fees in according with the Estimated Cost of respective Bids. The following are the charges to be paid by the Bidders/Vendors on the e-procurement portal:

Estimated value of Bid	Processing fees as on< Date to be Filled by Purchasing Unit>	
	Per Bid Per Bidder	Total including GST
Less than or Equal to Rs. 10 Lakhs	Rs. 475.00 + 18 % GST	Rs. 560.50
More than 10 Lakhs but Less than or equals to 50 Lakhs	Rs. 925.00 + 18 % GST	Rs. 1091.50
More than 50 Lakhs	Rs. 1150.00 + 18 % GST	Rs. 1357.00
Annual charges for Online Bidder / Vendor for the Registration	Rs. 450.00 + 18 % GST	Rs. 531.00

2.1.8 To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Prasar Bharati e-Tendering Portal (<https://prasarbharati.eproc.in>) to have a user ID & Password which has to be obtained by



submitting a non-refundable annual registration charges of Rs. 450/- plus 18% GST through online mode (net banking/debit card/credit card). Validity of Registration is 1 year.

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

2.1.10 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).

2.1.11 To participate in bidding, bidders have to pay Bid Processing Fee as mentioned in the Para 2.1.7 through online mode (net banking/debit card/credit card).

2.1.12 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.

2.1.13 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 of Bank Guarantee from an Indian scheduled Commercial Bank (including e-bank Guarantee), in favour of DDOPRASARBHARATISECRATARIAT In case of EMD Exemption, letter along with NSIC Certificate for MSME in the concerned category of Tendered items. (Ref Format "Form-3, MSME-Exemption") will be submitted.

2.1.14 Bid Security/EMD shall be placed in a single sealed envelope superscribed with bid reference no. and date of opening so as to reach Prasar Bharati Secretariat, Copernicus Marg, New Delhi before scheduled time on prescribed bid opening date. EMD received after Bid opening date shall be summarily rejected along with the corresponding Bid. Hard copy of any other bid document shall not be accepted. Soft copy of the EMD should be uploaded while submitting bids on e-tendering portal.

2.1.15 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.

2.1.16 The successful Bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of 3% (three percent) of value of contract in one of the acceptable forms as per tender documents. (Ref: Ministry of Finance, Department of Expenditure Order No.F.9/4/2020-PPD dated 30-12-2021.or latest order).Performance Security shall be in the form of Account Payee Demand draft, Insurance Surety Bonds, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee (including e-Bank Guarantee) from an Indian scheduled Commercial Bank in an acceptable form.

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

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2.1.18 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 Bharati account before submission of bid.

2.1.19 The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of non-responsive 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.

2.1.20 Bidders are advised to submit written queries in advance for the Pre-Bid Meeting. The Form # 13 can be used for this purpose. (Pre-Bid Meeting may be processed through e-procurement portal of Prasar Bharati) After the Meeting, the techno-commercial requirements may be revised, if considered necessary. After that no request/query will be entertained

2.1.21 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 bid process at any stage without assigning any reason.

2.1.22 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 Prasar Bharati. The bidder shall upload the requisite clarification/documents within time specified by Prasar Bharati, failing which bid will be liable for rejection.

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

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

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

2.1.23.3 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

2.1.24 Bidders have to submit a GST Registration Certificate while uploading the bid.

2.1.25 Bidders shall separately indicate the HSN/SAC code, rate and amount of GST for each quoted item as applicable on the date of bidding in their offer, failing which the offer may be rejected.



2.1.26 Deleted.

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

2.1.28 Deleted

2.1.29 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.

2.1.30 Deleted

2.1.31 Deleted

2.1.32 Deleted

2.1.33 Deleted

## 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 Deleted

## 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 e-Procurement portal, Bidders may refer the help manuals and, General FAQs (Frequently Answered Questions) about the e-Tendering, which has been provided in the Portal.

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## 2.5 LIST OF DOCUMENTS (to be uploaded with bid):

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

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

2.5.1.2 'Bidder's General Information', as per 'Form-1' along with Copy of 'PAN' and 'GST' registration and 'Bid Form', as per 'Form-2'

2.5.1.3 Scanned copy of EMD along with Form-4 or Declaration of MSME as per Form-3

2.5.1.4 Copies of documents required as per 'Form -5' and as mentioned elsewhere in the Bid Document

2.5.1.5 Nil deviation Certificate as per 'Form-6'.

2.5.1.6 Declaration regarding Holiday/Banning, in 'Form-8'

2.5.1.7 Letter of Authority' on the Letter Head, as per 'Form-9'

2.5.1.8 AIR/DD's Technical Specifications duly signed on each page.

2.5.1.9 **Deleted.**

2.5.1.10 Letter of authority to sign and upload bid documents.

2.5.1.11 Undertaking regarding Fall Clause as mentioned in

Para 3.18

2.5.1.12 Enclosures as per Commercial requirement.

2.5.1.13 Enclosures as per Technical requirement.

2.5.1.14 **Deleted.**

2.5.1.15 **Deleted.**

2.5.1.16 Certificates as mentioned on Para 2.33.8 along with evidence of valid registration by the Competent Authority to be attached, if applicable.

2.5.1.17 Any other information/details required as per Bid Document.

### 2.5.2 PART-II : Price Bid

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

2.6 All GTC attached with the "Invitation to Bid" 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 bid document, or on the notified date of closing of the bid. Offers sent through any mode other than uploading on e-procurement portal of Prasar Bharati will not be accepted.



**2.9** Any change in quotation after opening of bid will not be considered. Bidders must ensure that all the documents / files uploaded on e- procurement portal are in order and legible in all respect. Prasar Bharati will not be responsible for any documents / files illegible or corrupted due to any disruption/ technical snag of internet service being used by the bidders.

## **2.10 VAGUE AND INDEFINITE EXPRESSION**

Bids qualified by vague and indefinite expressions such as "subject to immediate acceptance" or "subject to prior sale" etc. will not be considered. Unconditional Bids shall only be considered.

### **2.10.1 VALIDITY PERIOD OF OFFER**

**2.10.1.1** The Bid 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 bids till the expiration of the validity period or any extension thereof.

**2.10.1.2** The offers of these Bidders who have not kept the validity open till the period stipulated in the bid will be treated as unresponsive and will be ignored without making any back reference.

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

## **2.11 OPENING OF BIDS**

**2.11.1** The bid will be opened online on the e-tendering portal of Prasar Bharati <https://prasarbharati.eproc.in> at the time specified in the bid 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 bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remains the same.

**2.11.3 PRICES FOR BIDDERS**  
Bidders are to quote in INR only.

**2.12 Deleted** +

**2.13 Deleted.**

## **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 bid will

*[Handwritten signatures and marks at the bottom of the page]*



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 Organisation 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 bidding 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 is 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/ setoff/ recover the such GST (CGST & SGST/UTGST or IGST) thereupon together with all penalties and interest if any, against any amounts paid or payable by Prasar Bharati to Supplier/ Vendor.

**2.14.6** 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 Deleted.**

**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 Bidding, such Bid along with the Bid Security, if any, will be returned immediately to the Bidder.

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

## 2.17 PURCHASE PREFERENCE

2.17.1 Deleted.

2.17.2 Deleted.

2.18 Deleted.

## 2.19 CONSIDERATION OF OFFER IN FULL OR IN PART

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

## 2.20 SPECIFICATIONS

2.20.1 If this Organisation finds that /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 Organisation will be the sole judge, the Organisation will be entitled to cancel the contract for supply of service/ and meet its requirements of service/ from the open market at the risk and cost of the supplier/contractor, reserving always to itself the right to forfeit the security deposit placed by the supplier/contractor for fulfilment of the contract.

## 2.21 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, 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 DDOPRASARBHARATISECRATARIAT 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 summarily be rejected. Offers with Earnest Money /Bid Security deposited of shorter validity will also be rejected.

2.21.3 Bidders exempted from EMD are to submit required documents.

*[Handwritten signatures and initials]*



**2.21.4** The earnest money/bid bond of unsuccessful bidders will be returned on finalisation or after the award of the Bid to the Lowest/selected Bidder (QCBS basis), 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 Organisation in the following events:

**2.21.5.1** If bid is withdrawn during the validity period or any extension thereof;

**2.21.5.2** If bid is amended or modified unsolicited, during the validity period or any extension thereof;

**2.21.5.3** If a Bidder, whose bid has been accepted, fails to furnish Security deposit, performance bank guarantee within 30 (Thirty) days of the receipt of order/ advance order/ letter of intent;

**2.21.5.4** In case of bids 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 bid but in spite of withdrawing on his own, he deliberately delays the bidding process to let the validity period expire;

**2.21.5.5** If, the bidder is not earnest about their bid, and withdraws it before the completion of Technical Evaluation against the accepted specification, at the time of bidding and before the validity period or any extension thereof;

## **2.22 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 favour of <DDOPRASARBHARATISECRATARIAT> 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 Deleted.**

## **2.24 PAYMENT TERMS**

**2.24.1 Schedule of Payments:**

**2.24.1.1 For Supply Contracts:**

The payment will be made annually by PBS after submission of signed Audit Report by vendor and after acceptance of the said report by the competent authority at Prasar Bharati.



2.24.1.2 Deleted.

2.24.2 Deleted.

## 2.25 UNSOLICITED POST BID MODIFICATION

2.25.1 In case certain clarifications are sought by this Organisation after opening of bids, 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 Organisation 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 Organisation has to finalise its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organisation 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 bid. Bids not complying with this Organisation's requirements may be rejected without seeking any clarifications. However, during evaluation and comparison of bids, Prasar Bharati at its discretion, may ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered email Id or through e-procurement Portal, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his Bid will be liable to be rejected. Depending on the outcome, such bids 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:

2.26.2.1 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.

2.26.2.2 When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount. Accordingly the amount can be corrected for evaluation purpose.

2.26.2.3 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked

2.27 Deleted.

## 2.28 REPLACEMENT/ RECTIFICATION

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In the event the services supplied /works carried out against the contract are found to be defective/incorrect supplier/contractor will have to, at his own cost, rectify the defects pointed out by PRASAR BHARATI free of charge without loss of time. The supplier will not be entitled to use the defective/incorrect material given for replacement/rectification without the prior permission of this Organisation. All charges concerned with the rectification including freight charges will be borne by the supplier/contractor.

## **2.29 EVALUATION/ SCRUTINY OF BIDS.**

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

## **2.30 SIGNING 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 Proforma 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 Bid 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 bid 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 bid. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

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

## **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 bid 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 hereinbefore, 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;

*[Handwritten signatures and initials]*

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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 Bids for Works contracts, including Turnkey contracts)

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

**Certificate for Bids for Works involving possibility of sub-contracting:**

"I 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 fulfils all requirements in this regard and is eligible to be considered, [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

ASR Sh. P. Moh. 

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

To,  
Prasar Bharati

BID NO: < \_\_\_\_\_ >

1	Bidder Name:	
2	Number of years of 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 no. Of all such locations are to be provided).  (Indian Bidder only)	City: District: State: PIN/ZIP:
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	Partnership firm/LLP/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 in 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).
24	Whether Bidder is Start-ups or not?	Yes / No

	(Indian Bidder only)	
25	Whether Bidder is related to any employee of Prasar Bharati? ( If, yes, then the list may also be enclosed as mentioned in Para 2.30.3)	Yes / No

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal










## ANNEXURE-2 (FORM-2)

## BID SUBMISSION FORM AND AGREEMENT

To,

Prasar Bharati

SUB: < \_\_\_\_\_ >  
BID NO: < \_\_\_\_\_ >

Dear Sir,

After examining / reviewing the Bidding Documents for the bid of

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

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

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "3% of the Contract Price" or as mentioned in Bid Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the bid 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 full filament of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**ANNEXURE-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 bid has not crossed the "Monetary Limit" mentioned in NSIC certificate.

3. Our firm is participating in this bid 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. To BE REVIEWED

SIGNATURE WITH COMPANY SEAL

ATTESTED BY NOTARY PUBLIC

[Mal]

*AN* *dr* *AS. Bhagat* *SB* *Bern*



## ANNEXURE-4 (FORM-4)

## (PROFORMA OF BANK GUARANTEE FOR BID BOND)

Bank Guarantee No. \_\_\_\_\_

Ref: \_\_\_\_\_

To  
 PRASAR BHARATI  
 (India's Public Service Broadcaster)  
 COPERNICUS MARG,  
 NEW DELHI - 110001

Dear Sirs,

Whereas the PRASAR BHARATI (India's Public Service Broadcaster), having its head office at PRASAR BHARATI HOUSE, COPERNICUS MARG, NEW DELHI - 110001.

(hereinafter called the Organisation) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees, \_\_\_\_\_ has floated a Bid 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 bid 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 Bids (NIT) and other terms and conditions contained in the Bid Documents supplied by the Organisation specially the conditions that (a) Bidder shall keep his bid 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 Organisation (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 Organisation and the Bidder have agreed that NIT/bid document is an offer made on the condition that the bid, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the Organisation for a period of \_\_\_\_\_ days, i.e., from \_\_\_\_\_ to \_\_\_\_\_ or any extension thereof and that making of the bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in NIT and the bid documents. They have further agreed that the contract consisting of NIT/Bid documents as the OFFER and submission of the bid as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the bid is finally accepted by the Organisation. The consideration for this separate initial contract preceding the main contract is that the Organisation is not agreeable to sell the NIT/bid documents to the Bidder and



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and including 45 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 45 days from \_\_\_\_\_ or (indicate the last date of validity period) before the expiry of 45 days after the expiry of extended period, if any, if no such claim has been received by us within 45 days after the said date/extended date, the rights of the Organisation under this guarantee will cease subject to Para 8. However, if such a claim has been received by us within and upon forty five days after the said date/extended date, all rights of the organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

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

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in \_\_\_\_\_ and any other authority (indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee.

The bank confirms that this guarantee has been issued with observance of the appropriate Exchange Control rules and Regulations of the country.

In witness whereof the Bank, through its authorised officer, has set its hand & stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ of \_\_\_\_\_ (month & year)

AR [Signature] [Signature] [Signature]

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).....

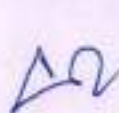
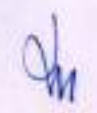
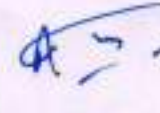
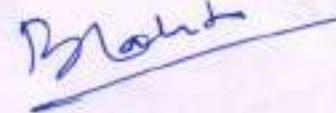
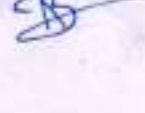
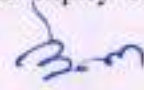
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## INSTRUCTIONS

## (FOR FILLING UP BANK GUARANTEE FOR BID BOND)

1. The bank guarantee should be stamped in accordance with the Stamp Act.
2. The non-judicial stamp paper should be in the name of the issuing bank.
3. Clause 7 of the bank guarantee is applicable in cases of global bids where foreign bids also participate. When bids 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 bids 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 bid or any extension thereof.



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

ANNEXURE-5 (FORM-5)			
Check List			
Bid no.			
Specification no		Not applicable	
Specification for		Audit Of Financial Statements	
(COMMERCIAL)			
Group A			
Name of Bidder and Address			
GSTIN of Firm			
S.No	Description	YES / NO/ NOT APPLICABLE	Remarks
1.1	Whether requisite bid 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 bid?		

4	Has a statement incorporating the Nil-deviation from the commercial terms and conditions of this Organisation has been prepared and enclosed with the offer?		
5	Whether charges for training of this Organisation's officials included in the prices? If not, whether these have been quoted separately?		
6	Whether firm FOR Destination prices have been quoted?	-NA-	-NA-
8	Whether the cost of installation/erection/commissioning at site is included in the prices or not and whether it has been quoted separately?	-NA-	-NA-
9	Whether the period of validity of the offer is as required in the bid 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 bid consecutively numbered and an indication given on the front page of the bid as to how many pages are contained in the bid?		
12	Has the bid been prepared in sufficient details/clarity so as to avoid post bid clarifications/amendments?		
13	Whether required sample asked in bid has been submitted along with the offer		
14	Whether all Clauses of the bid 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 bid document duly filled in and submitted.		
18	Whether each Page of Appendix- A,B, C, D, and E of the bid 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			

A2 *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]*  
 37



(Technical)			
1	Whether necessary literature/catalogue 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 Organisation's requirement been specified.		
5	Whether the model of each equipment offered are the latest?	-NA-	-NA-
6	Whether the spares support will be available for a period of 5 years from the date of supply?	-NA-	-NA-
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 organisation?		

AS In A. Mahesh

**(PRICE BID SHEET, FOR Providing Services for Audit of Financial Statements of  
Prasar Bharati.)**

PRASAR BHARATI	
(India's Public Service Broadcaster)	
Bid No:	
Name of Firm/ Contractor	
Proforma for Quoting Rates for Hiring of Services for Audit of Financial statements of Prasar Bharati.	

S.No	Description of work as per Broad Scope of work	Number in Years	Rate in INR including all applicable Taxes (Per Year)	Quote in INR including all applicable Taxes (3 X 4=5)	SAC/HSN Code applicable
1.	2	3	4	5	6
1	Audit of Financial Statements				
Total					

Ans der H. Bracht B. 300



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

Subject: Notice Inviting "To Provide Services for Audit of Financial Statements of Prasar Bharati.

NIT Enquiry No:       

**NIL DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this Bid 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 Bid enquiry.

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

Date:

Place:

Signature of Authorized Signatory of Bidder  
Name:

Designation:

Seal of Organization:

AN J. K. Mohit B

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

22 Dr. Bhabha      B 30m



## ANNEXURE-8 (FORM-8)

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

To,

Prasar Bharati

SUB: Notice Inviting Bid "To Provide Services for Audit of Financial Statements of Prasar Bharati".

BID NO:   

Dear Sir,

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

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

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

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

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

Date:

Place:

Signature of Authorized Signatory of Bidder  
Name:

Designation:

Seal of Organization:

20/04/24  
Prasar Bharati

## 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: Notice Inviting Bid "To Provide Services for Audit of Financial Statements of Prasar Bharati".**

BID NO:       

Dear Sir,

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

1. 1] Name &amp; Designation

Signature

2. 2] Phone/Cell:

Fax:

E-mail: ..... @ .....

3. 3] Name &amp; Designation

Signature

4. 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

*AS* *Ch* *A. N.* *Prasar* *B* *30m*



Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to PRASAR BHARATI

#### ANNEXURE-10 (FORM-10)

##### E-Banking Mandate Form

(To be issued on Bidder letter head)

1. Bidder/customer Name:
2. Bidder /customer Address:
3. Bidders' e-mail id:
4. Particulars of bank account
  - a. Name of Bank
  - b. Name of branch
  - c. Branch code:
  - d. Address:
  - e. Telephone number:
  - f. Type of account (current/saving etc.)
  - g. Account Number:
  - h. IFSC of the bank branch
  - i. 9 digit MICR code

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

(Signature of Bidder/)

ASR      Jm      Ar. Prabhu      SB

**ANNEXURE-11 (FORM-11)****Deleted****ANNEXURE-12 (FORM-12)**

*[To be executed on plain paper and submitted along with bid/bid document for Bidders having a value of Rupees two crores or more.]*

*To be signed by the Authorized Signatories of the Bidders and Prasar Bharati*

**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&lt;\_\_\_\_\_,at

address&lt;\_\_\_\_\_acting through Sh. &lt;\_\_\_\_\_

\_\_\_\_\_, 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 "<\_\_\_\_\_" and has floated a bid [Bid No. <\_\_\_\_\_] hereinafter referred to as the "BID", 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 BID hereinafter referred to the "CONTRACT",

AND WHEREAS the BIDDER/ SELLER is 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 Organisation 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

*[Handwritten signatures and initials]*



The BID process and the execution of the CONTRACT for compliance with the principles as laid down in this INTEGRITY PACT.

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 BID 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/ BID 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, favour 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, favour, 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, favour, 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 favour or disfavour 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 BID/CONTRACT.

2.1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ authorised partner of the <SITC of \_\_\_\_\_> and has not engaged any or firm 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.

*Handwritten signatures and initials:* AQ, AN, Mohb, B, 3m



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 bid.

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 BID process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, he can be disqualified from the BID 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 organisational 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

42 *[Handwritten signature]*

*[Handwritten signature]*



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 **Integrity Pact: Debarment of Suppliers.**

Registration of suppliers and their eligibility to participate in Procurement Entity's procurements is subject 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 The BUYER will be entitled to take all or any of the actions mentioned at Paras 4.1.1 to 4.1.9 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 INTEGRITY PACT

#### 5. **Article 5 - INDEPENDENT EXTERNAL MONITORS**

5.1 THE BUYER has appointed 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 Monitors are:

42 JW Am. Mahesh SB 30m

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1. Smt. Meenakshi Mishra, IA & AS (Retd.). Email: pcmishra@hotmail.com	2. Sh. Alok Prasad, IPS (Retd.) Email: alokewa@gmail.com
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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

AO Sh. Alok Prasad JB



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**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with 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.

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

9. **Article 9 - VALIDITY**

9.1 The validity of this INTEGRITY PACT shall be 3 years 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 bidding / 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

The block contains several handwritten signatures in blue ink. From left to right, there are four distinct signatures. The first is a stylized 'A2'. The second is a signature that appears to be 'Sh'. The third is a signature that appears to be 'A. K. Singh'. The fourth is a signature that appears to be 'B. Singh'.



(For &amp; On behalf of the Prasar Bharati)

(For &amp; On behalf of BIDDER)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name &amp; Address)

Witness 2:

(Name &amp; Address)

AO In At- Mark EB

## ANNEXURE-13 (FORM-13)

## BIDDER'S QUERIES FOR PRE BID MEETING

SUB: "To Provide Services for Audit of Financial Statements of Prasar Bharati".

BID NO: &lt; \_\_\_\_\_ &gt;

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 TWO DAYS before due date for Pre-Bid meeting. Queries for Pre-bid may be uploaded on the Procurement Portal of Prasar Bharati, <https://prasarbharati.eproc.in> OR email to [pbaccount@prasarbharati.gov.in](mailto:pbaccount@prasarbharati.gov.in) in the prescribed format i.e. Form No.13

SIGNATURE OF BIDDER:

NAME OF BIDDER :

AS Sh. A. I. Mohib  



## 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  
 PRASAR BHARATI  
 (India's Public Service Broadcaster),  
 COPERNICUS MARG, NEW DELHI

Dear Sirs,

1. In consideration of PRASAR BHARATI ((India's Public Service Broadcaster),(herewith referred to as the Organisation which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees and having entered into a contract dated (hereinafter called "the contract" which expression shall include all the amendments thereto) on behalf of the PRASAR BHARATI with M/s \_\_\_\_\_ having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to the contractor which expression unless repugnant to the context having been executors and assigns) and the contract having been unequivocally been accepted by the contractor resulting in a contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued \_\_\_\_\_ at \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (in words) for having agreed that the contractor shall furnish to the organisation Performance Guarantee for the faithful performance of the entire contract to the extent of 3% of the of the value of the contract Rupees \_\_\_\_\_ (in words). We \_\_\_\_\_ (Name of the Bank) having its registered unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees do hereby guarantee and undertake to pay immediately on first demand in writing, in Rupees as acceptable to the Organisation any and all moneys the extent of Rupees \_\_\_\_\_ (In words). In aggregate at any time without any demur, reservations, recourse, contest or protests and /or without any reference to the contractor. Any such demands made by the Organisation on the Bank shall be conclusive and binding notwithstanding any difference between the Organisation and contractor or any dispute pending before any court Arbitrator or any other authority. We agree that guarantee



- herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Organisation in writing.
2. The Organisation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor or vary the terms of the contract. The Organisation shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of power vested in them or of any right which they might at anytime in any manner, and either to enforce, or to forbear to enforce, any covenants contained or implied in the contract between the Organisation and the contractor or any other course or remedy or security available to the Organisation. The Bank shall not be released of its obligations under these presents by any exercise by the Organisation of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Organisation or any other indulgence shown by the Organisation or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.
  3. The Bank also agrees that the Organisation at its option, shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the contractor and notwithstanding any security or other guarantee that the Organisation may have in relation to the contractors liabilities.
  4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/equipment as the same is a condition of supply contract and all the dues of the Organisation under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the Organisation discharge this guarantee in writing.
  5. We further agree that as between us and the Organisation for the purpose of this guarantee any notice given to us by the Organisation that the money is payable by the contractor and any amount claimed in such notice by the Organisation shall be conclusive and binding on us notwithstanding any difference between the Organisation and the contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution, in the constitutions of the Organisation that of the contractor. We also undertake not to revoke this guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.
  6. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. \_\_\_\_\_ (In figure)(Rupees \_\_\_\_\_)(In words) in aggregate and it shall remain in full force upto and including 60 days after (Indicate the date of expiry of Guarantee/Warranty period) unless extended further, from time to time, for such period

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as may be instructed in writing by M/s \_\_\_\_\_ on whose behalf this guarantee has been given, in which case it shall remain in full force upto the expiry of the extended period. Any claim under this guarantee must be received by us before the expiry of one year from \_\_\_\_\_ (indicate the date of expiry of Guarantee/warranty period) or before the expiry of one year after the expiry of extended period, if any. If no such claim has been received by us within one year after the said date/extended date, the right of the Organisation under this guarantee will cease. However, if such a claim has been received by us within and up to one year after the said date/extended date, all the rights of the Organisation under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

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

Dated this.....day of .....

At .....

(SIGNATURE)

(Full name and address in of official capital letter)

(Designation with Bank Stamp)

Date

Witness No. 1

Signature .....

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

Witness No. 2

Signature .....

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

\* Applicable where the party is foreign one.

\*\* Applicable where the party is Indian.

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## 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.

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## APPENDIX-B

3. (GENERAL TERMS AND CONDITIONS (GTC))

(Each page must be signed and submitted along with your offer)

3.1.1 **DEFINITIONS**

Unless inconsistent with or otherwise indicated by the context, following terms stipulated in this GTC shall have the meaning as defined hereunder.

3.1.2 **ORDER**

3.1.3 Shall mean written purchase order or acceptance of Bid(AT) issued by this organisation to the successful bidder including subsequent amendments to ORDER or AT in writing thereof.

3.1.4 **THE ORGANISATION /PURCHASER**

Shall mean PRASAR BHARATI SECRATARIAT, NEW DELHI, (India's Public Service Broadcaster), which shall include all their legal representatives, successors and assignees.

3.1.5 **SUPPLIER/CONTRACTOR**

Shall mean any firm in India as well as abroad whose bid has been accepted by this Organisation and the legal representation, representatives, successors and permitted assignee of such firm.

3.1.6 **SUB-CONTRACT**

Shall mean ORDER placed by the SUPPLIER/CONTRACTOR for any portion, of the ORDER or work sub-let with necessary written consent of this Organisation 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 sub-let 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 Organisation and amendments thereof and shall include all fees, registration and other charges paid to statutory authorities without any liability on the Organisation for any of these charges unless specially agreed to, in writing by this Organisation.

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**3.1.9 DELIVERY PERIOD-** Within 15 to 20 days from the day when the financial statements are provided to the successful bidder.

**3.1.10 DESTINATION**

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

**3.1.11 Deleted.**

**3.1.12 Deleted.**

**3.1.13 SPECIFICATIONS**

Shall mean and include detailed description, statement 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 Organisation 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 Organisation 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 Organisation or the representative or documents or other particulars in relation to the ORDER.

**3.1.17 Deleted**

**3.1.18 Deleted**

**3.2 Deleted.**

**3.3 Deleted.**

**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

*Handwritten signatures and initials at the bottom of the page.*



Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

**3.5 Deleted.**

**3.5.1 Deleted**

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

**3.5.3 Deleted**

**3.5.4 Deleted**

3.5.5 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 Organisation. All such details shall be kept confidential.

**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 Organisation 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 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 Organisation 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.

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### 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 (including e-bank guarantee) from an Scheduled Indian Commercial Bank for amount as indicated in Para 1.10.1 of the "Invitation to Bid". Being a FOR destination contract, the Security Deposit shall be 3% of the value of the order. (Ref: Ministry of Finance, Department of Expenditure Order No.F.9/4/2020-PPD dated 30-12-2021 or latest order.)

3.8.2 The security money may be deposited in the form of NEFT/Bank guarantee(including e-bank guarantee)/TDR/insurance surety bond in the Performa enclosed as Appendix to these General Terms and Condition (GTC). (Bank details to be given).

3.8.3 This Organisation 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 Deleted

### 3.9 WARRANTIES AND GUARANTEES.

3.9.1-3.9.9 -Deleted

### 3.10 PERFORMANCE GUARANTEE

3.10.1-3.10.2- Deleted

### 3.11 REJECTION

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

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### 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 services or any instalment 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 Liquidated Damages-** The Service user will recover from the successful bidder a liquidated damage, in case of breach of any terms & conditions mentioned in the Bid Document attributable to the service provider.

The main default clauses are detailed below:-

The successful bidder will furnish/supply "Audited Financial Statements" with suitable detailed remarks within 20 days from the day when the financial statements are provided to the successful bidder. In case the successful bidder fails to do so, liquidated damages @ 500/- per day will be charged and suitably recovered.

However liquidated damages shall not in any case be higher than the contract value.

#### 3.12.2 Deleted

**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 services not delivered not carried out or others of a similar description (where stores not delivered not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the supplier/contractor. If the supplier/contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his bid for risk purchase even though the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be at the discretion of the purchaser to exercise his discretion to collect 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 Deleted

#### 3.12.6 Deleted

#### 3.13 Deleted



## 3.14 Deleted

## 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. Deleted

## 3.17 Deleted.

## 3.18 Deleted.

## 3.19 Deleted.

## 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 timelines are not met by force majeure conditions lasting for more than 90 days, the organization have the option of cancelling this contract in whole or part at its discretion without any liability on its part of the Purchaser,

## 3.21 LANGUAGE/TERMINOLOGY

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

## 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.

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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) Deleted

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). < Name and Address of the Purchasing Office > under the contract/supply order here in and such stores/services have not been offered/sold by me/us to any person organisation including the purchaser or any 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 Organisation 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 Deleted.

3.24 Deleted.

3.25 Deleted.

3.26 Deleted

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

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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 COMPLIANCE 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/services 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.

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**3.28.3.2 Delete.**

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**3.28.3.3 Deleted.**

**3.28.3.4 Deleted.**

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**3.28.3.5 Deleted.**

**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.

**3.31 Deleted.****3.31.1 Deleted****3.31.2 Deleted.****3.32 VALIDITY OF THE WORK CONTRACT**

This Contract will be initially valid for a period of Three years\* commencing on the date of signing the Agreement by the successful Bidder.

The contract can further be extended by Two years (One year at a time) by Prasar Bharati on the same Terms & Conditions subject to satisfactory Performance after review.

\*(Three year means submission of audit report of 3 financial year audit report)

*AG* *SW* *AR* *Prasar* *B*

## APPENDIX-C

**4. BID EVALUATION CRITERIA**

	<b>SALIENT FEATURES</b>	<b>BIDDERS CONFIRMATION</b>
4.1.1	Open Bid No.	
4.1.2	Single Stage Two Bid System	
4.1.3	Bid 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) and Para 2.1.3 of "Invitation to Bid".
4.1.6	Performance Security	Would be required on placement of purchase order i.e. 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.(Ref: Ministry of Finance, Department of Expenditure Order No.F.9/4/2020-PPD dated 30-12-2021.)
4.1.7	Delivery Period	< _____ >
4.1.8	Last date of submission of Bid clarification	< _____ >
4.1.9	Time & Date of Submission of Bid	< _____ >
4.1.10	Opening date of technical bid	< _____ >
4.1.11	Opening date of price bid	< _____ >
4.1.12	Evaluation Methodology	As per Para 1.20to Para 1.23 and Para 4.6

Note: -








- A. Latest updates regarding this bid can be accessed at Web-site <https://prasarbharati.eproc.in>, <https://prasarbharati.gov.in>.
- B. Pre bid conference will be held in Prasar Bharati Secretariat, Copernicus Marg, New Delhi-110001 ...will be advised later .....at .....

## 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 Deleted

4.2.3 After opening of the price bids, if the Lowest Bid (Rank-1) rate is found substantially higher than the updated cost estimate or available budget, Prasar Bharati will cancel the procurement process/ reject all Bids; Bid 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 analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid's document. If, after evaluating the price analyses, Prasar Bharati determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Prasar Bharati may reject the bid/proposal.

### 4.2.5 SUBMISSION OF BID BOND/BANK GUARANTEE ALONG WITH BID

a) In case of domestic bidders, bid must be accompanied with Earnest Money Deposit in the form of either a Bank Draft/FDR Payable to <PBBCL, DIRECTORATE GENERAL ALL INDIA RADIO, NEW DELHI> or a Bank Guarantee from an Indian Scheduled Commercial Bank with the bid 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 Bid 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 Bid document; Acceptance of Warranty and Guarantee Clause No.3.9 of Bid document; Acceptance of jurisdiction clause No. 3.27 and 3.30 of bid document.

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

### 4.4 Deleted.

#### 4.4.1 Deleted.



**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 Deleted.**

**4.5.2 Deleted**

**4.5.3** Past performance report of similar items earlier supplied to this Organisation 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 Organisation 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, or latest order, if any, will be applicable for this bid.

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

**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 Bid.

**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 Bid.

**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 bidder or lowest bid received in response to this bid.

**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 of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for this bid:**

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Only 'Class-I local supplier' and 'Class-II local supplier' as defined under this bid shall be eligible to bid in procurements undertaken by procuring entities, except when global Tender enquiry has been issued. In global Tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local supplier' and 'Class-II local supplier'.

4.6.3 Deleted.

4.6.4 Deleted.

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## Appendix - D

## Eligibility Criteria/Technical Specification

The bidder is required to meet the following eligibility criteria and provide adequate documentary evidence of each criteria stipulated below:

Sl. No.	Descriptions	Eligibility Criteria	Supporting documents to be submitted by bidder for Pre-qualification
1	Type of Bidder	The Bidder should be registered on GEM portal and the Entity should also be registered under a Partnership firm/ LLP in India under Partnership Act 1932/2008 as amended from time to time and should have been in operations in India in the last 5 Years.	1. Self certified copies of Partnership deed/ LLP deed/ 2. Copies of GST Registration Certificates
2	Composition of Professionals to be deployed in the project/for the work relating to Audit of Financial Statements	As on bid date of publishing of NIT, Bidder should have Minimum 10 (Ten) number of CA qualified professionals on it's rolls (including associates/partner(s) having minimum 5 (five) years post-qualification experience in the area of (Audit of Financial Statements) and out of the qualified professionals stated above, at least 5 (five) numbers of qualified professionals should have minimum post-qualification experience of 5 (Five) years in the area of Accountancy/Accounting/Audit of Financial Statements..	List and resume of each team member.
3	Experience of the Bidder	The Bidder should have been appointed as external auditor for Audit of financial statements in at least 3 Govt/PSUs/AB/Statutory Body/ Organizations.	Work order, contract or User/ client certificate Having details of scope of work- document to be enclosed
4	Office in Delhi / NCR	The bidder should have an office in Delhi/ NCR region.	Self-Declaration mentioning the contact details of

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			office with documents of latest Landline Telephone bill/ Electricity Bill/ Rent agreement executed at least one month before the date of publication of bid.
5	Declaration about black-listing	Presently the bidder should not have been blacklisted/ barred/ disqualified by any Govt. Departments/ PSUs/ PSBs/ Autonomous Bodies/any other private/public company.	Self-declaration by the bidder on company's letter head
6	Related party disclosure	The Bidder's firm should not be owned or controlled by any employee (or their relatives) of Prasar Bharati.	A self-declaration by the bidder on the letter head of the organization.
7	Bidder having work experience with clients having multi state units and empanelled with C&AG will be preferred.		

**Note:**

- (i) Notwithstanding anything stated above, Prasar Bharati/AIR the right to assess the bidder's capability and capacity to perform the contract satisfactorily, to ask for any other information/document, if deemed necessary before opening of the Price Bid.
- (ii) The bidder shall upload necessary documentary proof showing that he meets the eligibility criteria along with their bid.

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Appendix- EBroad Scope of Work

The broad scope of works is given below.

Audit of Financial Statements:

- Expressing an opinion on the fairness and accuracy of the financial statements i.e Balance sheet, Income and expenditure account, Receipt and payment account and notes to accounts.
- Highlighting any material misstatements as per accounting standards
- Disclosing any material weaknesses, deficiencies, or concerns related to internal controls in the preparation of financial statements.
- Noting any instances of non-compliance with laws and regulations, if applicable. Provide guidance on maintaining proper books of accounts, record-keeping, and adherence to accounting principles/standards and best practices applicable and relevant to PB.
- Prepare and assist in providing replies to effectively address any queries/observations/paras raised by the CAG auditor or any other authorities related to the matters covered under the audit scope of the external Auditor.
- Communicate and assist in implementing necessary updates, including new sections/rules/ amendments concerning preparation of financial statements as applicable to Prasar Bharati, ensuring timely adaptation and compliance to regulatory changes
- Preparing a comprehensive audit report containing an opinion on the financial statements.

Note: The above list of compliance checks is inclusive/indicative only.

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 (B K Moudgalya)  
 DD(Taxation)PBS  
 R. K. Shrivastava  
 DIR (B&A) PBS  
 A.J.  
 CA ATIF SHAMSHAD  
 Fin. Planner (Tax) PBS  
 B. K. Mathur  
 DD (IFD) PBS  
 (Anil Bhattacharya)  
 DDG (B&A) PBS  
 Archana M. Gupta  
 DDG (IFD) PBS