

**PRASAR BHARATI  
DIRECTORATE GENERAL: DOORDARSHAN  
PURCHASE DIRECTORATE (ENGG.)  
DOORDARSHAN BHAWAN  
NEW DELHI – 110001**

**Computer No:** 215133 & **File No:** RFP/05/2023-24EI(P)TV

**Dated: 15/01/2024**

**Notice Inviting Open e-Tender (NIT-30/2023-24)**

E-tenders are invited for and on behalf of Prasar Bharati, Doordarshan under two bids systems for Supply/SITC of following Equipment/spares from reputed Indian bidders as detailed below:

<b>Open e-tender notice no.</b>	<b>Brief Description</b>	<b>Qty.</b>	<b>Estimated Value including applicable taxes</b>	<b>Date of Opening</b>	<b>Earnest Money (INR)</b>	<b>Delivery Period</b>
RFP/05/2023-24EI(P)TV	Request for proposal for selecting an agency to provide professional personnel for production control room (PCR) operations in DD News	20 Locations	Rs 13.5 Crore (Cost for contract period i.e three years)  (inclusive of 18%GST)	30/01/2024 at 12:00 hours	54,00,000/-  (@4% of estimated value )	First time deployment of professional personnel : <b>45 days</b> from date of issue of LoI

Note:- 1. The Tender documents, amendments etc. can be viewed/ downloaded from website <https://prasarbharati.eproc.in>

2. Notice inviting Open e-tender is also available on Doordarshan website <https://doordarshan.gov.in/pbtenders> or from <https://eprocure.gov.in>

Enclosed:- 1. Instruction to Bidder

**Signed by Narendra Kumar  
Choursiya  
Date: 15-01-2024 14:35:45  
For Director General, Doordarshan  
Reason: Approved**

**PRASAR BHARATI**  
**DIRECTORATE GENERAL: DOORDARSHAN**  
**PURCHASE DIRECTORATE (ENGG.)**  
**DOORDARSHAN BHAWAN**  
**NEW DELHI – 110001**

File No: RFP/05/2023-24EI (P)TV

Dated:15/01/2024

**Notice inviting Open e-Tender (NIT-30/2023-24)**

**(A) GENERAL INSTRUCTIONS TO BIDDERS:**

1. The scope of work / Supply of stores to be tendered are available in the complete bid documents which can be viewed / downloaded free of cost from 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. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed on the website <https://prasarbharati.eproc.in>
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.
4. All Corrigendum/Amendment/Corrections, if any, will be published on the website <https://prasarbharati.eproc.in>.
5. All documents / papers uploaded / submitted by the bidder must be in English and legible.
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. For helpdesk, please contact e-Tendering Cell and Help Desk Support on Monday to Friday Ph: 0124-4302033/36/37, [prasarbharatisupport@clindia.com](mailto:prasarbharatisupport@clindia.com). 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/prasarbharatisupport@clindia.com](mailto:vikas.kumar@clindia.com/prasarbharatisupport@clindia.com).
7. It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Prasar Bharati nor C1 India Pvt. Ltd will be responsible for such eventualities.
8. The Bidders/ Vendors shall be charged the Processing Fees in according with the Estimated Cost of respective Tenders. The following are the charges to be paid by the Bidders /Vendors on the e-procurement portal:

Estimated value of Tender	Processing fees	
	Per Tender Per Bidder	Total including GST
Less than or Equal to Rs. 10 Lakhs	₹ 475.00 + 18 % GST	₹560.50
More than 10 Lakhs but Less than or equals to 50 Lakhs	₹ 925.00 + 18 % GST	₹1091.50
More than 50 Lakhs	₹ 1150.00 + 18 % GST	₹1357.00
Annual charges for Online Bidder / Vendor for the Registration	₹ 450.00 + 18 % GST	₹531.00

9. If in case, for any particular Tender, Estimated Cost is unknown to Prasar Bharati, the Processing Fee would Rs. 1150.00 + 18% GST
10. 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 1year.
11. Page No. shall be given on each and every paper/documents serially uploaded in the technical

- bid.
12. 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).
  13. To participate in bidding, bidders have to pay Tender Processing Fee as mentioned in the Para 2.1.7 through online mode (net banking/debit card/credit card).
  14. 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.
  15. The Bid Security/Earnest Money shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank, in favour of **DDO, Doordarshan News, New Delhi-110001**. In case of EMD, Exemption, letter along with NSIC Certificate for MSME in the concerned category of the Tendered items. (Ref Format "Form -3, MSME Exemption") will be submitted.
  16. Bid Security/EMD shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach Dy. Director (Corporate Marketing) in Room No.510, Tower B, Directorate General: Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi-110001 before scheduled time on prescribed tender opening date. EMD received after Tender opening date shall be summarily rejected along with the corresponding Tender. Hard copy of any other tender document shall not be accepted. Soft copy of the EMD should be uploaded while submitting bids on e-tendering portal.
  17. 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.
  18. The successful Bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of **5% (five percent)** of value of contract in one of the acceptable forms as per tender documents.(Ref: Circular-05/PP/2023 Dated 06/05/2023 issued by Procurement Policy Wing of Prasar Bharati). Performance Security shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form.
  19. Technical Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati's Tender Terms & Conditions, GST details and EMD etc.
  20. In case of payment through net-banking the money will be immediately transferred to Prasar Bharati's designated Account through NEFT/RTGS from any scheduled bank(s), the bidder will have to furnish the UTR Remittance Number(s) before submission of bid, payment details shall also be uploaded on e-procurement portal along with Bid. The payment of EMD through NEFT /RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to Prasar Bharti account before submission of bid.
  21. The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of nonresponsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed to eligible Bidders in advance.
  22. Bidders are advised to submit written queries in advance of the Pre-Bid Meeting. The Form # 13 can be used for this purpose. The Pre-Bid queries may also be submitted 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.
  23. Prasar Bharati reserves the right to accept or reject any or all applications without assigning any reasons. Prasar Bharati also reserves the right to annul the tender process at any stage without assigning any reason.
  24. 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 tender will be liable for rejection.

25. 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:
  - i. Forfeit the entire amount of EMD submitted by the firm.
  - ii. The agency shall be liable for debarment from tendering in Prasar Bharati, apart from any other appropriate contractual/legal action.
  - iii. Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance
26. Bidders have to submit a GST Registration Certificate while uploading the tender.
27. Bidders shall separately indicate the HSN/SAC code, rate and amount of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected.
28. IGST and Compensation Cess (wherever applicable) will be levied on imports.
29. Terms & Conditions given in Technical specifications will supersede for conflict with any terms & conditions given in Tender Document.
30. Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B. E-II dated 15.06.2017 & revised Order No. P-45021/2/2017-PP (BE-II) dated 29.05.2019 of Government of India, Ministry of Commerce and Industry, Department of industrial Policy and Promotion shall be applicable.
31. The bidders are required to submit the dully signed integrity pact, if estimated cost is above 2 Crore otherwise submit it unsigned.
32. The insertion of Rule 144(xi) in General Financial Rules, 2017 in “Fundamental principles of public buying” regarding the Bidders from countries sharing a land border with India vide OM No F.No 6/18/2019-PPD dated 23rd July, 2020 of Ministry of Finance shall be applicable.
33. The tenders under this NIT are only for Indian bidders as per Amendments in General Financial Rules, 2017- Global Tender Enquiry issued by Department of Expenditure of Ministry of Finance vide Letter F.N. F.No.12/17/2019-PPD dated 15.05.2020.

**(B) LIST OF MANDATORY DOCUMENTS**

1. Copy of Bid Security/EMD.
2. Doordarshan Tender Document complete along with all Annexure Form No 1 to 14 of Appendix A, and Appendix B to G are digitally signed and enclosed with the offer.
3. Original Equipment's Manufacturer's authorization for Equipment quoted.
4. Past Performance along with user certificate in respect of Supply/SITC of the Equipment quoted.
5. Authorization to sign the application by the applicant.
6. Undertaking that Priced bid/commercial bid and unpriced bid/technical bid of the tender document dully filled and uploaded on line.
7. Enclosures as per Commercial requirement( **A.** Copy of PAN **B.** Copy of GSTIN).
8. Enclosures as per Technical requirement (As mentioned in tender document).
9. Undertaking regarding Fall Clause.
10. 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
11. Certificates as mentioned on Para 2.33.8 of SBD along with evidence of valid registration by the Competent Authority to be attached, if applicable.
12. Integrity Pact as per Form 12 (if applicable) (for estimated contract value of Rs. Two Crores or more) dully filled and signed.

Assistant Engineer  
For Director General



# REQUEST FOR PROPOSAL

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## FOR SELECTING AN AGENCY TO PROVIDE PROFESSIONAL PERSONNEL FOR PRODUCTION CONTROL ROOM (PCR) OPERATIONS IN DD NEWS

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DIRECTOR GENERAL  
DD NEWS, TOWER-B  
Doordarshan Bhawan,  
Mandi House, Copernicus Marg,  
NEW DELHI-220002

**BID DOCUMENT**

for

Request for proposal for selecting an agency to provide professional personnel for production control room (PCR) operations in DD News

**Bid document Ref:** RFP/05/2023-24EI (P)TV

BID DUE DATE & TIME FOR ONLINE SUBMISSION	30/01/2024 at 11:00 Hrs.
BID DUE DATE & TIME FOR BID OPENING	30/01/2024 at 12:00 Hrs.

**Abbreviations**

Sr. No.	Abbreviation	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

<b>Sr. No.</b>	<b>Abbreviation</b>	<b>Full Form</b>
14	INR	Indian Rupees
15	IP	Integrity Pact
16	ITB	Instructions to Bidders
17	JV	Joint Venture
18	L-1	Lowest Tender
19	LPP	Last Purchase Price
20	MSME	Micro, / Small & Medium Enterprise
21	NEFT	National Electronic Funds Transfer
22	RFP	Request For Proposal
23	PBG	Performance Bank Guarantee
24	RTGS	Real Time Gross Settlement
25	DDO	Drawing and Disbursing Officer
26	SETC:	Supply, Erection, Testing &Commissioning.
27	FOC	Free of Charge
28	DC	Data Center
29	DR	Disaster Recovery Center
30	PCR	Production Control Room
31	TPN	Trusted Party Network

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## Invitation For Bid (IFB)

Ref No: RFP/05/2023-24EI(P)TV

Dated : 15/01/2024

To,

SUB: Selecting an agency to provide professional personnel for Production Control Room (PCR) operations in DD-News

Dear Sir/Madam,

1.1. On behalf of the Prasar Bharati (India's Public service Broadcaster), Doordarshan, digitally signed E-tenders are invited from eligible bidders in the prescribed Bid Proforma under Two bid system for **Selecting an agency to provide professional personnel for Production Control Room (PCR) operations in DD-News** for the subject in complete accordance with the following details and enclosed Bid Documents, as prescribed at **Annexure, Form No.1 to 16**. The details of tender are given below:

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

1)	Tender Inviting Authority	<DG: DD News, DoorshanNews, New Delhi.>
2)	Name of the Supply /Work	<b>Selecting an agency to provide professional personnel for Production Control Room (PCR) operations in DD-News</b>
3)	Tender Reference No.	RFP/05/2023-24EI(P)TV
4)	Place of availability of Tender Documents (RFPs)	1. Procurement Portal of Prasar Bharati <a href="http://prasarbharati.eproc.in">http://prasarbharati.eproc.in</a> 2. Website of Prasar Bharati, <a href="https://prasarbharati.in">https://prasarbharati.in</a> 3. Central Public Procurement Portal(CPPP): <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>
5)	Estimated Cost of the Tender	Rs 13.5 Crore (Cost for contract period ie three years) (inclusive of 18%GST)
6)	Tender Processing Fee as per tendering norms	As per Para 2.1.7 of "Instructions to Bidder" and GENERAL INSTRUCTIONS TO BIDDERS
7)	Earnest Money Deposit (EMD)	Rs. 54,00,000/- (@ 4% of estimated value )
8)	Address to send Queries if any before opening date	<Room No.510, Doordarshan News, Tower 'B', Copernicus Marg, MandiHouse, NewDelhi.>in the prescribed Form No.14 Email:< <a href="mailto:ddnewsga2@gmail.com">ddnewsga2@gmail.com</a>
9)	Nature of bid process	Single Stage Two BID System> Pre-Qualification ( wherever required ) . Technical Bid . Commercial Bid
10)	Broad Scope of Work	Refer Section <b>Chapter 3 &amp; 4</b>
11)	Bid Validity up to	120 (One Hundred twenty) days from the date of opening of Technical Bid.

12)	Bid Bond Validity up to :	180 days (Bid validity + 60 days beyond bid validity.)
13)	Date of publication of Bid	15/01/2024
14)	Last Date & Time for Submission	30/01/2024 at 11:00 Hrs.
15)	Date & Time of Pre- bid Conference	19/01/2024 at 15:00 hrs
16)	Place for Pre-bid meeting	<Address: Room No. 510 Doordarshan News, Tower 'B', Copernicus Marg, Mandi House, NewDelhi  <Email: <a href="mailto:ddnewsga2@gmail.com">ddnewsga2@gmail.com</a> >  OR Queries for Pre-bid may be up loaded on the Procurement Portal of Prasar Bharati, <a href="http://prasarbharati.eproc.in">http://prasarbharati.eproc.in</a> in the prescribed format, <b>Form No.14</b>
17)	Opening of Technical bid	30/01/2024 at 12:00 Hrs
18)	Opening of Commercial bids	To be informed later
19)	Address for Communication	Room No. 510, Doordarshan News, Tower 'B', Copernicus Marg, Mandi House, NewDelhi
20)	Paying Authority	DDO, DD News, New Delhi

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

Instructions to Bidders: Clause

General Terms and Conditions:

Bid Evaluation Criteria : As per RFP

Delivery/Contract Period: As per RFP

Technical Specification: or scope of work As per RFP

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

#### (1) **Bid Bond/Earnest Money/Security Deposit/Performance Bond:**

##### (a) **Earnest Money /Bid Bond**

The bidders must submit, Earnest Money in the form of pay order/DD, Bank Guarantee of a schedule Bank, in favor of, **DDO, Doordarshan News, New Delhi-110001** or in lieu thereof bid bond in the enclosed Proforma at Annexure 3, from an Indian Public Sector Bank & rate specified in Clause 7 of Invitation to Bid. The bid bond should initially be valid up to 60 days beyond period of Bid validity.

Offers without Earnest Money/Bid Bond of shorter validity will be rejected.

The Earnest money/bid bond deposited by the tenderer shall be forfeited by this Organization in the following events:

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

If tender is varied or modified in a manner not acceptable to this Organization during the validity period or any extension of the validity duly agreed by the bidder.

If a tenderer, whose tender has been accepted, fails to furnish Security deposit, performance bank guarantee within 30 (Thirty) days before the expiry of bank guarantee bid bond.

The earnest money/bid bond of unsuccessful bidders will be returned on finalization of the tender. The earnest money/Bid Bond of successful bidder will be returned on receipt of security deposit/performance bond.

**(b) 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 submit a security deposit amounting 5% of the full contract value in the form of Bank Guarantee in favour of, **DDO, Doordarshan News, New Delhi-110001.**

**(2) THE FOLLOWING SHOULD BE SUBMITTED ALONG WITH THE TENDER.**

- a) Prasar Bharati follows e-tendering process, Bid shall be submitted only on <https://prsarbharati.eproc.in>. The responsive bids shall be decided according to various aspects mentioned in ITB, GTC and Eligibility conditions mentioned in the Bid Document. Before the Bid submission, Bidders are advised to refer the help manuals and general FAQs provided in the E-procurement Portal regarding the e- tendering.
- b) 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 Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated
- c) Documents as specified in Technical specifications/terms of references at Appendix-D shall be submitted.

**(3) EVALUATION METHODOLOGY: (Refer Clause 6.0).**

For & on behalf of Prasar Bharati,

Designation: Assistant Director (Engg.)

E-mail ID : [ddpurchase401@yahoo.co.in](mailto:ddpurchase401@yahoo.co.in)

Contact No. : 011-23114403

## 1. Instruction To Bidders (ITB) and General Terms and Conditions (GTC)

### 2.1 Instructions To Bidders For Online Bid Submission:

- 2.1.1 The scope of bid 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 Commercial 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@c1india.com](mailto:vikas.kumar@c1india.com)/[prasarbharatisupport@c1india.com](mailto:prasarbharatisupport@c1india.com).
- 2.1.7 The Bidders/ Vendors shall be charged the Processing Fees in according with the Estimated Cost of respective Tenders. The following are the charges to be paid by the Bidders /Vendors on the e-procurement portal:

Estimated value of Tender	Processing fees as on today	
	Per Tender Bidder	Total including GST
Less than or Equal to Rs. 10 Lakhs	₹ 475.00 + 18 % GST	₹ 560.50
More than 10 Lakhs but Less than or equals to 50 Lakhs	₹ 925.00 + 18 % GST	₹ 1091.50
More than 50 Lakhs	₹ 1150.00 + 18 % GST	₹ 1357.00
Annual charges for Online Bidder / Vendor for the Registration	₹ 450.00 + 18 % GST	₹ 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 1year.

- 2.1.9 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 1year.
- 2.1.10 Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
- 2.1.11 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).
- 2.1.12 To participate in bidding, bidders have to pay Tender Processing Fee as mentioned in the Para 2.1.7 through online mode (net banking/debit card/credit card).
- 2.1.13 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.
- 2.1.14 The Bid Security/Earnest Money shall be in the form of Account Payee Demand Draft, NEFT/RTGS from any scheduled bank (s), Fixed Deposit Receipt ) FDR, Insurance Surety Bonds, Bankers Cheque or Bank Guarantee from an India scheduled Commercial Bank (including e-bank Guarantee), in favour of **DDO, Doordarshan News, New Delhi-110001**. In case of EMD Exemption, letter along with NSIC Certificate for MSME in the concerned category of the Tendered items. (Ref Format "Form -16, MSME Exemption") will be submitted.
- 2.1.15 Bid Security/EMD shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach **Room No. 510, Doordarshan News, Tower 'B', Copernicus Marg, Mandi House, NewDelhi** before scheduled time on prescribed tender opening date. EMD received after Tender opening date shall be summarily rejected along with the corresponding Tender. Hard copy of any other tender document shall not be accepted. Soft copy of the EMD should be uploaded while submitting bids on e-tendering portal.
- 2.1.16 The successful bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of **Five (5) %** (three to ten per cent of the value of the contract, as specified in Rule 171(i) of GFR, 2017.) 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 India scheduled Commercial Bank in an acceptable form.
- 2.1.17 Technical Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati’s Tender Terms &Conditions, GST details and EMD etc.

- 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 Bharti 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 nonresponsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed to eligible Bidders in advance.
- 2.1.20 Bidders are advised to submit written queries through Mail only, if any. in advance of the Pre-Bid Meeting. The Annexure-14/ Form -14 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 tender 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 tender 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 a 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 credentials 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 tendering in Prasar Bharati, apart from any other appropriate contractual/legal action.
- 2.1.24 Bidders have to submit a GST Registration Certificate while uploading the tender.
- 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 tendering in their offer, failing which the offer may be rejected.
- 2.1.26 IGST and Compensation Cess (wherever applicable) will be levied on imports.
- 2.1.27 Terms & Conditions given in Technical specifications will supersede for conflict with any terms & conditions given in Tender Document.
- 2.1.28 **For Consortium / Joint Venture: :**  
In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Lead Member as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised

employee(s) of the Consortium /Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decisions on behalf of the Consortium/JV, are to be submitted.

- 2.1.29 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 Bids from consortium/ JV of two or more members (maximum 3 nos. Including Leader) are acceptable provided that they jointly fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement, clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Lead Bidder (Consortium/ JV). In case of award, payment shall be made to the Lead Bidder of the Consortium/JV.
- 2.1.31 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive/ send instructions for and on behalf of the Consortium/JV..
- 2.1.32 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/ work, except with prior written approval of PrasarBharati.If during the evaluation of bids, a Consortium/JV propose any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.
- 2.1.33 Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV should have been put on 'Holiday' or banned/ blacklisted by Prasar Bharati/ Government department/ Public Sector as on the due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/evaluation/Award.

## **2.2 ONE BID PER BIDDER**

- 2.2.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.
- 2.2.2 Alternative Bids shall not be considered.
- 2.2.3 Any Bidder having formed a JV/Consortium shall not be considered eligible to make JV/ consortium with any other bidder or form part of any other JV/Consortium and submit a Bid for the same tender.

## **2.3 COST OF BIDDING**

- 2.3.1 The Bidder shall bear all costs 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.

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

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',

2.5.1.3 Scanned copy of EMD along with Form-4

2.5.1.4 Copies of documents required as per 'Form -5 (May be modified, if required) and as mentioned elsewhere in the Tender Document.

2.5.1.5 Nil deviation Certificate as per 'Form-10'.

2.5.1.6 Declaration regarding Holiday/Banning, in 'Form-11

2.5.1.7 Letter of Authority' on the LetterHead, as per 'Form-2

2.5.1.8 DD's Tender Document along with Technical Specifications/terms of reference should be duly signed on each page.

2.5.1.9 .Letter of authority to sign and upload bid documents.

2.5.1.10 Enclosures as per Technical requirement (Form 5 & 6)

2.5.1.11 Integrity Pact as per Form 13 (if applicable)(for estimated contract value of Rs. Two Crores or more) duly filled and signed.

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

2.5.1.13 Any other information/details required as per Tender Document

2.5.2 **PART-II: Price Bid (to be submitted online)**

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

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

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

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

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



**2.10 VAGUE AND INDEFINITE EXPRESSION**

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

**2.10.1 VALIDITY PERIOD OF OFFER**

2.10.1.1 The Tender shall be valid for acceptance for the period as indicated in the "Invitation to Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of tenders till the expiration of the validity period or any extension thereof.

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

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

**2.11 OPENING OF TENDERS**

2.11.1 The tender will be opened online on the e-tendering portal of PrasarBharati <https://prasarbharati.eproc.in> at the time specified in the tender document, on the date of opening indicated in the "Invitation to Bid.", in the presence of bidders' authorized representatives who choose to attend.

2.11.2 In case of an unscheduled holiday on the closing/opening day of tender, the next working day will be treated as scheduled prescribed day of closing/opening of tender; the time notified remains the same.

**2.11.3 PRICES FOR BIDDERS**

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

**2.12 Clause deleted in the instant tender/RFP**

**2.13 Clause deleted in the instant tender/RFP**

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

2.14.2 Payment of CGST/SGST/UTGST/IGST and all other applicable taxes (on ultimate products and Services) and custom duty, as applicable on the closing date of tender will be to supplier's /contractor's account. In the case of "Two Bid" system where revised price bids are permitted after technical discussions payment of these charges as applicable on closing day of revised price bids, will be to supplier's /contractor's account. Any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the 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/ agency. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

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

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

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

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

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

2.16.3 Bidder should meet experience and other criteria, if any as specified in scope of work (Clause 3.0 & 4.0) and basic guidelines/ eligibility criteria as per the Pre-Qualification Criteria clause 7.

2.16.4 However nothing in this shall prevent Prasar Bharati from engaging new and emerging Technology start-ups in the areas of R&D and innovation from time to time. Relaxation for Start-ups as per Government guidelines would apply (GFR Rule 173(1) relaxes DPIIT recognised Start-ups from prior experience and prior turnover requirements

subject to meeting of quality and technical specifications and making suitable provisions in the Bid document).

**2.17 SCOPE OF RFP:**

As per Technical Specifications/Terms of references mentioned under Clause 3.0 & 4.0.

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

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

**2.19 SPECIFICATIONS**

2.19.1 If this Organisation finds that services delivered 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 and meet its requirements from the open market at the risk and cost of the supplier/contractor/ agency, reserving always to itself the right to forfeit the security deposit placed by the supplier/contractor / agency for fulfillment of the contract.

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

2.20.1 **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, Bank Draft or Bank Guarantee of any Scheduled Commercial Bank in India in case of Indian supplier or Bank Guarantee/Demand Draft in equivalent Indian currency from a Scheduled Commercial Bank in favour of **DDO, Doordarshan News, New Delhi-110001** 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 60 days beyond the period of Bid validity (except for the Demand draft whose validity should be 90 days).

2.20.2 Offers without Earnest Money/Bid Security will be ignored.

2.20.3 The earnest money/bid bond of unsuccessful bidders will be returned on finalisation or after the award of the Tender. The earnest money/bid bond of the successful bidder will be returned on receipt of requisite security deposit/Performance Bond.

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

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

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

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

2.20.4.4 In case of tenders in which only a single bidder qualifies or in cases of procurement on PAC basis, if the Bidder decides at any stage not to participate further in the tender but in spite of withdrawing on his own, he deliberately delays the tendering process to let the validity period expire;

2.20.4.5 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;

**2.21 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, from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank favour of **DDO, Doordarshan News, New Delhi-110001** or in lieu thereof Performance Security/Bank Guarantee for the amount.

**2.22 NAME OF MANUFACTURER AND CERTIFICATE OF ORIGIN**

The name of the manufacturer / original service provider should be clearly mentioned wherever applicable, in the offer. The Bidder shall have to furnish information of country of origin of each offered item, wherever applicable

**2.23 PAYMENT TERMS (As per RFP)**

**2.24 UNSOLICITED POST TENDER MODIFICATION**

2.24.1 In case certain clarifications are sought by this Organisation after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought.

2.24.2 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.

2.24.3 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.

**2.25 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

2.25.1 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 tender. 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 tenders will be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

2.25.2 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:

2.25.2.1 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.

2.25.2.2 When the rate quoted by the Bidder in figures and words tallies but the amount is

incorrect, the rate quoted by the contractor / agency shall be taken as correct and not the amount and the amount corrected.

2.25.2.3 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

**2.26 AFTER SALES SERVICE AND TRAINING (As per RFP)**

**2.27 REPLACEMENT/ RECTIFICATION**

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

**2.28 EVALUATION/ SCRUTINY OF BIDS.**

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

**2.29 SIGNING OF AGREEMENT**

2.29.1 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.

2.29.2 The successful Bidder/Contractor/ agency shall be required to execute an 'Agreement' in a Performa on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor / agency] and of ' state' specified only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor/ Agency failure on the part of the successful Bidder/Contractor/ Agency to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for appropriate action per tender provisions.

2.29.3 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the employee of Prasar Bharati, or alternatively, if any relative of an employee of Prasar Bharati has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.29.4 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

**2.30 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.

**2.31 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.

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

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

2.32.2 "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.

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

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

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

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

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

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

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

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

2.32.4 The beneficial owner for the purpose of Para 2.32.3 above will be as under:

2.32.4.1 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—

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

- 2.32.4.3 "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;
- 2.32.4.4 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 2.32.4.5 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;
- 2.32.4.6 Where no natural person is identified under Para 2.32.4.1 or Para 2.32.4.2 or Para 2.32.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 2.32.5 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.
- 2.32.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 2.32.7 The successful bidder shall not be allowed to sub-contract works to any contractor / agency from a country which shares a land border with India unless such contractor/ agency is registered with the Competent Authority.(In case of Tenders for Works contracts, including Turnkey contracts)
- 2.32.8 The following Certificate shall be submitted by the Bidder appending to the Technical Bid—  
**Certificate to be filled by the Bidder:**  
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
- ``**Certificate for Tenders for Works involving possibility of sub-contracting:**  
"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/ agencies 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 / agency from such countries unless such contractor/ agency is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered, [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

## 2. Background and objective

2.1. Prasar Bharati, the public service broadcaster of India, is a statutory autonomous body set up by an Act of parliament. The objectives of public service are fulfilled through its Radio and Television broadcast operations by Akashvani and Doordarshan. The major objectives of the Prasar Bharati Corporation as laid out in the Prasar Bharati Act, 1990 are as follows:

- 2.1.1. To uphold the unity and integrity of the country and the values enshrined in the Constitution.
- 2.1.2. To safeguard the citizen's right to be informed freely, truthfully and objectively on all matters of public interest, national or international, and to present a fair and balanced flow of information including contrasting views without advocating any opinion or ideology of its own.
- 2.1.3. To promote national integration.
- 2.1.4. To pay special attention to the fields of education and spread of literacy, agriculture, rural development, environment, health & family welfare and science & technology.
- 2.1.5. To create awareness about women's issues and take special steps to protect the interests of children, aged and other vulnerable sections of the society.
- 2.1.6. To provide adequate coverage to diverse cultures, sports and games and youth affairs.
- 2.1.7. To promote social justice, safeguarding the rights of working classes, minorities and tribal communities.
- 2.1.8. To promote research and expand broadcasting faculties & development in broadcast technology.

2.2. Digital revolution has impacted all the spheres of our lives and broadcasting is not an exception. Consumption of media through digital platforms is the recent trend and it appears to grow significantly in future. Today, digital footprint of Prasar Bharati services include live streaming through mobile application News On Air as well as streaming and on-demand content through third party platforms like YouTube and other popular social media applications.

2.3. Doordarshan News, intends to select an agency to render Production Control Room (PCR) operations by providing skilled professionals at DD News studios to run-round the clock 24x7, for a period of three years, on satisfactory performances extendable by two years.

2.4. The objective of this invitation is to select an agency to render PCR operations such as Vision Mixer, Sound Mixing, Camera Control Unit, Broadcast server, Video Tape Recorder/ play out, Video wall/IT/web streaming, Lighting etc.. by providing professional man power in the state of art equipped DD-News studios.

### 2.5. General Instructions

- 2.5.1. Interested Parties shall submit their tenders online after inspection of the premises to understand the work culture of the department, if interested. The inspection of the premises can be made between 11.00 a.m. and 4.00 p.m. on all working days (Saturday and Sunday are Holidays) till the last date of download of Tender.



- 2.5.2. Doordarshan News reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- 2.5.3. Doordarshan News shall not receive any physical document/hard copy except the original draft/bank guarantee as EMD and Tender fee.
- 2.5.4. The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by the PB shall be accepted by the tendering Company/Firm/Agency within 07 days from the receipt of the order. The contract will continue initially for a period of three years from the date of award of work order and may be renewed for further period of two years unless it is curtailed or terminated by Doordarshan News owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.
- 2.5.5. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency
- 2.5.6. The requirement of number of categorised PCR operations and associated minimum manpower under each category may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor / agency and those operations & associated man power shall be withdrawn at the given time. If the requirement is increased, the contractor / agency shall provide additional manpower to render additional PCR operations on the same terms and conditions in reasonable time.
- 2.5.7. Personnel offered by the successful agency under each PCR operation shall be selected on the basis of the skill/practical test or interview to be conducted by this department before deployment and only personnel who qualify in this test will be deployed.
- 2.5.8. All selected manpower shall possess Identity Card provided by the agency every day during working hours.
- 2.5.9. The tenderer will be bound by the details furnished by him/her to the PB, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Delhi jurisdiction only.
- 2.5.10. The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress and abide by rules of Government of India.
- 2.5.11. The successful tenderer will have to deposit the Contact agreement duly signed before the execution of the work order.
- 2.5.12. All the documents should be digitally signed by the Tenderer.

## **2.6. Period of Contract/ Termination Notice:**

The contract shall be valid initially for a period of three years from the date of award of work order. This contract may be renewed for a further period of two years (year to year basis) on the same terms and conditions as mentioned in the tender document, provided the requirement of

the PB for the above PCR operations persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of personnel deployed for the PCR operations by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving One months prior notice in writing.

**2.7. Right to Accept or Reject Tender:**

- (i) The right of acceptance of tender will rest with DG, Doordarshan News, New Delhi
- (ii) Doordarshan reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

**2.8. Bidder to Get Informed Himself Fully:**

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

**2.9. Liabilities, Control etc. of the Persons deployed:**

- 2.9.1. The contracting Company/Firm/Agency shall ensure smooth functioning of PCR operations by deploying skilled professionals in Doordarshan News, New Delhi to confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document (Scope of Work- Chapter 4.0)
- 2.9.2. The contracting Company/Firm/Agency shall provide Curriculum-Vitae of each person deployed to comply the PCR operation by him in format prescribed by this PB. CVs of the deployed professional manpower shall be submitted with DD News/DD India after issuance of letter of intent. During the contract period, any change of manpower is to be informed to Head of Engineering DD News/DD India. CV of any new employee joining in place of old employee of the agency to render PCR operation services shall be intimated to Doordarshan channels DDNews/DDIndia. Undertaking shall be provided by the agency mentioning dedicated number of staff provided for Doordarshan channels DD News/DD India.
- 2.9.3. The timings of PCR and nature of duties & responsibilities required for each PCR operation are detailed at Clause 4.6.
- 2.9.4. The contracting Company/Firm/Agency shall furnish the following documents in respect of each operations & associated professional manpower deployed by them in this PB in the given time limit:
  - 2.9.4.1. List of persons deployed for each operations.[at the beginning of the contract]
  - 2.9.4.2. Curriculum-Vitae with antecedents details of the persons deployed-[at the time of deployment]
  - 2.9.4.3. Copy of Aadhaar Card of the candidates {at the time of deployment}
  - 2.9.4.4. Identity Cards issued by contractor/ agency bearing photograph - [before 10 days from start of deployment date]

- 2.9.4.5. Identity proof and residential proof- [at the time of deployment].
- 2.9.4.6. Contract agreement duly signed.
- 2.9.5. In case, the person employed by the contractor/ agency commits any act of omission/ commission that amounts to misconduct/indiscipline/ incompetence, the contractor/agency shall be liable to take appropriate disciplinary action against such person, including removal from the site of the work. The contractor/ agency will also provide suitable replacement of the contractual staff in case of removal of any of the contractual staff.
- 2.9.6. The Contractor/ agency shall replace immediately any of its personnel found unacceptable to this PB because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the PB.
- 2.9.7. The Agency shall keep provisions for leave reserves and weekly off in respect of all categories of professional personnel.
- 2.9.8. The successful bidder will coordinate with Doordarshan News and DDIndia Head of Engineering, production and technical teams to ensure that the PCRs are operational for smooth program production or transmission
- 2.9.9. All the issues related to contract, monthly payments etc shall be communicated and processed through the Authorized officer of Doordarshan News.
- 2.9.10. The contractor / agency shall provide a substitute within 05 working days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond 05 working days will attract pre-agreed liquidated damages @ Rs.1500/- per day per position on the service-providing agency.
- 2.9.11. For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in the PB. The persons deployed by the contractor / agency in the PB shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
- 2.9.12. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Prasar Bharati shall, in no way be responsible for settlement of such issues whatsoever.
- 2.9.13. This PB shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 2.9.14. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of the PB during the occurrence or after expiry of the contract.
- 2.9.15. With in case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the PB..

## 2.10. Mode of Payment

- 2.10.1. The contractor/ agency shall raise the monthly bill, in triplicate, along with attendance sheet duly verified by authorised officer of Doordarshan News in respect of the persons deployed and submit the same to the concerned officer of Doordarshan News in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the undertaking by agency confirming the disburse of payments as per terms and conditions of RFP.
- 2.10.2. A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract and payment shall be done through online mode only.
- 2.10.3. The contractor/ agency shall be responsible for timely payment to the supplied manpower and compliance of all applicable Wages, Provident Fund and Employees State Insurance, Bonus etc. in respect of the persons deployed for desired PCR operations by them in the PB. Doordarshan News shall pay only charges towards deployed professionals in PCR of DD News and shall not incur any liability for any expenditure whatsoever on persons employed by the agency on account of any obligation
- 2.10.4. The agency shall also be liable for depositing all taxes, GST, TDS, levies, Cess etc. on account of service rendered by him to the PB to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 2.10.5. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of the PB or any other authority under law.
- 2.10.6. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the PB is put to any loss/obligation, monetary or otherwise, the PB will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- 2.10.7. The agency shall keep Doordarshan News, New Delhi indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Doordarshan News, New Delhi in connection with any claim that may be made by any workmen. The agency shall also execute an indemnity bond in favor of Doordarshan News, in the standard format, in this regard. The agency shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of agency's' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

## 2.11. Disputes & Differences:

Decision of Director General, Doordarshan News regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and

binding on the agency. However, any dispute arising out of this contract is subject to jurisdiction of Delhi.

**2.12. Force Majeure:**

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

### 3. Terms of References/Scope of Work

- 3.1. To render the services pertains to PCR operations at DD News Studio setup by providing the requisite skilled manpower in accordance with requirement. The scope of work for each category of PCR operations, Professional & skilled are strictly as per the roles & responsibility detailed in this document at Clause 4.4
- 3.2. The number of operations and associated Professional Man power may be increased or decreased at the option/ requirement of the PB from time to time. The numbers are indicative and Doordarshan News may reduce or add numbers as per the organization's requirement if need arises.

#### 3.3. ELIGIBILITY CRITERIA :

The Clauses in r/o of Consortium/ JV (Under Instructions to Bidders of the Standard Bid Document):

- 3.3.1. **Clause 2.1.30:** Bids from consortium/JV of two or more members (maximum 3 nos. Including Leader) are acceptable provided that they jointly fulfil the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement, clearly defining the scope and responsibility of each member. Members of consortium/JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Lead Bidder of the Consortium/ JV. In case of award, payment shall be made to the Lead Bidder of the Consortium/ JV.
- 3.3.2. Clause 2.1.31 The consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the consortium/ JV during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive / send instructions for and on behalf of the Consortium/ JV.
- 3.3.3. Bidder should meet experience and other criteria as under:

Criteria	Description	Documents to be submitted
Company Existence Or Legal entity	The Bidder should be registered under Companies Act,1956 or Companies Act 2013 or a Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended and should have been in operations in India in the last 3 Years. In case of MOU, both the members are required to comply with the above stated criteria.	Copy of Certificate of Registration/ Incorporation/ Memorandum of Association
Tax registration	The Bidder must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose	Copy of PAN, GST or/and details of other statutory authority
<b>Financial standing Annual</b>	Average Annual turnover equivalent or more than 200% of estimated cost of this project in the last 3 financial	CA certified document for each year

<p>Turnover/ Net Worth (CA certified documents)</p> <p>(Except the Covid FYs 2020-21 and 2021-22)</p>	<p>years (FYs 2020-21, 2021-22, 2022-23), <b>Or</b></p> <p>Cumulative Turnover equivalent to or more than 600% of estimated cost of the project in the last 03 financial years (FYs 2020-21, 2021-22, 2022-23), <b>Or</b></p> <p>Average Annual Net Worth of a minimum of 50% of estimated of this project in the last 03 financial years (FYs 2020-21, 2021-22, 2022-23), <b>Or</b></p> <p>Cumulative Net Worth of a minimum of 150% of estimated cost of this project in the last 03 financial years (FYs 2020-21, 2021-22, 2022-23),</p>	
<p>Positive Net Worth/ Profitability</p>	<p>Profitable/ positive net worth in the last financial year</p> <p>Solvent entity (CA Certified Document)</p>	
<p>Project Experience (Self - certified with relevant documents)</p>	<p>One Similar work of minimum value of 80% of estimated annual cost of the project <b>Or</b></p> <p>Two Similar works of minimum value of 60% of the estimated annual cost of project <b>Or</b></p> <p>Three Similar works of minimum value of 40% of the estimated annual cost of project</p> <p><b>Similar Work:</b> Providing similar nature of Hiring of Manpower business/ assignments any time, in last ten years for leading broadcasters / media houses or other organizations, in this field.</p> <p>Any entity not possessing the relevant work experience and/or experience of executing such projects equaling to or more than the value as specified above, but are interested in bidding for the project as stated above, may tie up with a partner possessing such</p>	<p>Copy of Work Order and/or Signed contract AND, Indicating the number and type of resources provided à Completion Certificates from the Client OR, Certificate of Completion</p> <p>Estimated cost of this project is specified at Clause 1.2 (5)</p> <p>Cut-off date for the experience shall be the last date of bid submission for this project.</p>

	<p>experience. The two parties will necessarily have to sign a notarized MOU (Memorandum Of Understanding) specifically for the execution of this project. The said MOU will have to be notarized before the submission of the bid. Both members entering this notarized MOU shall be jointly responsible for the execution of the project. Experience document/s, as mentioned above, should be submitted along with the bid. In the absence of such document/s, as stated above, the bid is liable to be rejected.</p>	
Non – Blacklisting Certificate or Debarment	<p>The bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date</p> <p>In case of MOU, both the members are required to comply with the above stated criteria.</p>	Self- certified letter attested by the authorized signatory
Certification, (For technical score)	The Bidder should have valid ISO 9001:2008/ISO 9001:2015/ ISO 20000-1/CCMI-3 (relevant certification based on type of work) valid as on bid submission	Relevant certificates

**3.4. Description of PCR operations and nature of roles**

No	Description of PCR Operations/positions	Nature of roles & responsibilities associated with operation
4.4.1	<p>Vision Mixing</p> <p><b>(Installed Vision Mixers)</b> GrassValley (KAHUNA MAVERIK 6400), for a HVS 200 SONY XVS 7000 Blackmagic, etc.</p>	<p>(a) Operating already installed Broadcast Vision Mixer in PCR as per requirement of Director/Producer</p> <p>(b) The person should have experience of Vision Mixing in production of Live News bulletin and recording of various TV programs having multiple inputs/ sources.</p> <p>(c) Studying the <b>Live</b> transmission/ programme recording requirements and plan the technical operations in coordination with Producer &amp; Technical Director (TD)</p> <p>(d) Ensuring vision –mixer input signals from all areas and checking the operational performance of all the necessary functions of the vision mixer and aligning of all monitors for optimum matching</p> <p>(e) Reporting on all minor/major faults to the Technical Director and assisting him in their rectifications.</p> <p>(f) The operator should have expertise in customising multiple windows, DVEs, various keying etc.</p> <p>(g) Any other work assigned by Technical Director/Head of Engineering on time to time.</p>
4.4.2	Audio/Sound Mixing	(a) Operating already installed Broadcast Sound/Audio Mixer in PCR as per requirement of



	<p>(Installed Audio consoles) Sound craft BD800 Digital console etc..</p>	<p>Director/Producer</p> <ul style="list-style-type: none"> <li>(h) The person should have experience of Audio Mixing in production of Live News bulletin and recording of various TV programs having multiple inputs/ sources.</li> <li>(b) Planning and implementing the microphone placement plan for recordings/transmissions.</li> <li>(c) Planning and implementing audio effects for programme production in consultation with the Producer and Technical Director.</li> <li>(d) Checking the audio console thoroughly for all its functions, including pre-listening, fold back, phone in integration and echo etc.,</li> <li>(e) Checking all inputs signals for levels and quality and effecting necessary individual channel equalizations.</li> <li>(f) Checking the audio files/ back ground music tapes for the duration and cue marks along with the programme Production staff.</li> <li>(g) Ensuring that the audio signals to all the areas (VTR MSR, PGM, Zoom/Skype, Phone-in etc.) are available and checking their quality and levels before each recording and transmission.</li> <li>(h) Checking and ensuring the satisfactory working of the studio loud-speaker and fold-back</li> <li>(i) Reporting on all minor/major faults to the Technical Director and assisting him in their rectifications.</li> <li>(j) The person should have knowledge of Audio sources i.e Mic, Line, IFB etc.</li> <li>(k) Any other work assigned by Technical Director/Head of Engineering on time to time.</li> </ul>
<p>4.4.3</p>	<p>Server or Broadcast Video server</p> <p><b>(Installed Video servers)</b> Kartavya, ‘ Quantel, Grass Valley</p>	<ul style="list-style-type: none"> <li>(a) Operating already installed Broadcast Video server in PCR/other associated areas as per requirement of Live transmission or play back</li> <li>(b) The person should have sound knowledge of Video formats i.e SD-SDI, HD-SDI, 4K/ UHD.</li> <li>(c) The person should have capability to simultaneously record &amp; playback of various Audio/ Video clips.</li> <li>(d) Associated Ingesting operations where ever necessary.</li> <li>(l) Reporting on all minor/major faults to the Technical Director and assisting him in their rectifications.</li> <li>(e) The person should have also knowledge of storage calculation of the server.</li> <li>(f) Any other work assigned by Technical Director/Head of Engineering on time to time</li> </ul>
<p>4.4.4</p>	<p>Video wall, VC set up and associated IT areas</p>	<ul style="list-style-type: none"> <li>(a) Ensuring smooth functioning of Video wall of studios by loading required Back ground (BG) in proper video format (Aspect Ratio).</li> <li>(b) Integrating Video conferencing facilities with Audio console and Vision Mixer.</li> </ul>

		<ul style="list-style-type: none"> <li>(c) Checking all IT related works associated with PCR operations.</li> <li>(d) Reporting on all minor/major faults to the Technical Director and assisting him in their rectifications.</li> <li>(e) Any other work assigned by Technical Director/Head of Engineering on time to time</li> </ul>
4.4.5	<p>Video Tape recorder</p> <p>(Integrated VTRs)</p> <p>SONY XDCAM 1550, XDS1000 HD</p>	<ul style="list-style-type: none"> <li>(a) Ensuring functioning of VTR/VDR machines for satisfactory Audio &amp; Video recording and play back.</li> <li>(b) Operating the VTR/VDR during the recording/playback etc.</li> <li>(c) Previewing tapes for recording/transmission, playback along with programme production staff,</li> <li>(d) Checking and confirming the audio track to be used and briefing the audio engineer accordingly.</li> <li>(f) Reporting on all minor/major faults to the Technical Director and assisting him in their rectifications.</li> <li>(e) Any other work assigned by Technical Director/Head of Engineering on time to time</li> </ul>
4.4.6	<p>Camera Control Unit (CCU)</p> <p>Installed Cameras</p> <p>HITACHI-HD1000E</p>	<ul style="list-style-type: none"> <li>(a) Checking electrical and mechanical working of all the Cameras well in advance for proper operation of the dollies, pan and tilt head, view-finder, zoom and focus controls of the lens, the balance of the camera, and to make adjustments wherever necessary.</li> <li>(b) Checking all the controls of the Camera, main control panel and remote control panel for normal operation of iris and pedestal etc.</li> <li>(c) Lining up all the cameras as per the prescribed procedure including white-balance, black-balance, etc., and effecting corrections wherever necessary.</li> <li>(d) Integration with the vision mixer the camera inputs and ensuring the efficient operation of camera inter-communication system.</li> <li>(e) Checking the Camera picture quality, during blocking and rehearsal and suggesting changes to lighting engineer/producer in lighting plot to enhance the overall technical quality of the programme.</li> <li>(f) Reporting on all minor/major faults to the Technical Director and assisting him in their rectifications.</li> <li>(g) The person should have expertise in balancing the cameras by observing various parameter on measuring devices i.e Wave form monitors.</li> <li>(h) Any other work assigned by Technical Director/Head of Engineering on time to time</li> </ul>
4.4.7	<p>Lighting including DMX operations</p> <p>Installed Lighting fixtures</p> <p>*Canara, Quick Q10</p>	<ul style="list-style-type: none"> <li>(a) Attending planning meeting for recording/transmission and suggesting changes in camera angles/light for the overall improvement of programme quality.</li> <li>(b) Preparing lighting-plot in consultation with Technical Director/Producer, ensuring optimum</li> </ul>

		<p>technical quality &amp; meeting the aesthetic requirements of programmes.</p> <p>(c) Briefing the supporting staff for proper implementation of the lighting plan in respect of physical locations and in consultation with audio-engineer</p> <p>(d) Implementation physically the lighting plan ensuring prescribed precautions and effecting changes wherever necessary.</p> <p>(e) Operating Lighting Control Panel during recording/transmission.</p> <p>(f) Continuously monitoring the technical quality of the picture from the Camera from the point of view of lighting and effecting corrections on the spot in close liaison with CCU Engineer</p> <p>(g) Ensuring satisfactory operation of light fittings and power distribution system taking into account all electrical and mechanical safety precautions.</p> <p>(h) Attending to routine servicing and maintenance of lighting system.</p> <p>(i) Any other work assigned by Technical Director/Head of Engineering on time to time</p>
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**3.5. ON SITE REQUIREMENT OF KEY PROFESSIONAL /PERSONNEL to render PCR OPERATIONS**

- 3.5.1. The bidder will provide trained manpower that are knowledgeable and have expertise in desired roles/ systems on-site at DD News, Tower-B, Copernicus Marg, New Delhi-110001, as per the requirements defined as below to render PCR operations.
- 3.5.2. The successful bidder will nominate Coordinator/ Nodal Person on 24X7 basis to liaise, consult and plan for the deployment of professional personnel and other elements with senior Doordarshan Officers.
- 3.5.3. The deployed professional personnel must be competent as per required roles and experience besides being exclusive to Doordarshan. The Manpower positioning from the professional personnel team should be in shift duties for 24x7 News cycle for main PCRs .
- 3.5.4. Details of minimum personnel required in all shifts, put together per operation is given below combined for Doordarshan News Studio:

Requirement for position/operation	Minimum Operational requirement in PCR	Minimum Basic Qualification	Minimum Experience
VISION MIXER	8	Diploma or B.Tech in Electrical/Electronics Engineering	Min 2 years

AUDIO MIXER	8	Diploma or B.Tech in Electrical/Electronics Engineering	Min 2 years
SERVER	8	Diploma or B.Tech in Electrical/Electronics Engineering	Min 2 years
VIDEO WALL	3	Diploma or B.Tech in Electrical/Electronics Engineering	Min 2 years
VTR	3	Diploma or B.Tech in Electrical/Electronics Engineering	Min 2 years
CCU	3	Diploma or B.Tech in Electrical/Electronics Engineering	Min 2 years
LIGHT	3	Diploma or B.Tech in Electrical/Electronics Engineering	Min 2 years

- 3.5.5. The requirement given above is bare minimum. The bidder may have to provide additional professional operational staff in each shift depending on the requirement keeping in view that most of the operations are live and strenuous in nature. Similarly, additional professional manpower will be required to be deployed on 24x7 basis for special events like elections, budget and similar other events.
- 3.5.6. Doordarshan can add any other professional position at any time with mutual agreement with pro-rata cost points based on qualification, years of experience and complexity of the role of each position.
- 3.5.7. Any new deployment of a professional will require written permission from the Head of Engineering of Doordarshan. Doordarshan can call the professional for an interview and or practical test before issuance of permission for deployment on submission request by agency along with CV of the professional.
- 3.5.8. Monthly manpower strength and biometric attendances of all staff provided shall be shared with DD News/DD India. In case of absence of an employee from duty, suitable replacement may be provided, failing which the amount equivalent to remuneration of the employee may be deducted from the monthly bill.
- 3.5.9. Agency shall keep provisions for leave reserves and weekly off in respect of all categories of professional personnel.
- 3.5.10. Performance of each personnel will be monitored by Doordarshan officials and if performance of any personnel is found unsatisfactory, Doordarshan can ask the agency to deploy a replacement within 7 days from the date of issue of notice in writing via e-Mail/SMS/Whatsapp message to Coordinator/ Nodal Person of the agency.
- 3.5.11. Doordarshan will issue a validation slip as an entry pass to the employees of the agency based on the identity card issued by the agency.

### 3.6. Shift deployment timings:

- 3.6.1. Doordarshan News (DD News) transmission is runs in 24 x 7 mode and all the PCR operations are runs on round the clock. The bidder shall deploy skilled & professional personnel to run smooth PCR operations of DD NEWS, Tower-B, Copernicus Marg, New Delhi-110001,

3.6.2. The skilled personnel are deployed in PCR operations in shift duties for 24 x 7 News operations and each shift shall be 8 (eight) hours per day.

**3.7. PENALTY CLAUSE**

3.7.1. The successful bidder is expected to meet all the terms of the agreement of the tender and is expected to provide satisfactory service. However, in the event of the bidder failing to provide satisfactory services, penalty will be imposed. The penalty has been categorized in three categories viz. Critical, Very Critical, Extremely Critical, details of which is given below:

S.No	Penalty	Remarks
Critical	Rs 5,000/-for each fault	Where the output on-air is indirectly affected e.g. delay in cutting of video or audio elements, , play out of video from player, delay in corrective action in CCU operation etc
Very Critical	Rs10,000/-for each fault	Where the output on-air is directly affected e.g. cutting or playing of faulty video or audio input on air, by Operator in panel resulting in delay of bulletin etc
Extremely Critical	1% to 3% of the combined monthly bill for DD News and DD India	Faults/issues which are viewed by DD News/DD India as of extremely critical nature. DD News/DD India can decide the range of penalty i.e from1% to 3%, depending upon the seriousness of the fault/issue including in the special deployment works and undue delay in deployment which may affect services adversely.

**Table 1**

3.7.2. DD News/DD India solely reserves the right to decide the category of penalty.

3.7.3. The total penalty in a month would not exceed the monthly payout.

3.7.4. If the numbers of penalties imposed in a month exceed more than five, it will be treated as unsatisfactory service and the contract is liable to be terminated prematurely.

3.7.5. Over and above the penalties mentioned in Table 1, for the following jobs penalty will be imposed as follows:

S.No.	Job Description	Priority	Conditions for Penalty
i.	First time deployment of professional	35% of amount quoted for total One month deployment	If not done in 45 days from the issue of LOI

	personnel		
ii.	Day to day or VVIP event deployment of professional personnel	35% of amount quoted for total One week deployment	If not done on every Friday for regular deployment and additional if any within 2 days from the date of intimation to Coordinator/ Nodal Person of agency
iii.	Special events for General/State Elections/Union Budget/ other events	35% of total amount so calculated for the special event like General Election/ state election/ Union Budget or other events	If not done in 15 days from date of intimation to Coordinator/ Nodal Person of agency

Table.2

*\*Point number 3 regarding total penalty in a month not exceeding the monthly payout will not be applicable on penalty levied under this clause.*

- 3.7.6. Recovery from the Contract or as agreed liquidated damages and not by way of penalty, a sum equivalent to 10% of the monthly value of the order per day for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the agency has failed to deliver thereof is accepted after expiry of the aforesaid period. The organization will be free to encash bank guarantee of the bidder in addition to Recovery of aforesaid liquidated damage if the contract or continued to fail to provide the services within the delivery period.
- 3.7.7. The output should meet Broadcast standards and contract is liable to be rejected alongwith imposition of penalty equivalent to one week’s fee in case of insufficient deployment of professional personnel for PCR operation work.

#### 4. Pre-Qualification Criteria

4.1.1. The Organization / Agency fulfilling the following Pre-Qualification criteria only needs to submit their responses. The Pre-Qualification criteria shall be as below:

Sr. No	Criteria	Supporting document
1	<p>The Bidder should be registered as per the relevant Act in India (Companies Act, 1956 or Companies Act 2013 or a Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended).</p> <p>In case of a Consortium, the Prime Bidder should be registered in India.</p> <p>The Bidder (Single Entity or Prime Bidder in case of a consortium) should be in existence for atleast 10 years as on date of submission of the</p>	<p>) Copy of Certificate of Incorporation or equivalent,</p> <p>) In case of consortium:</p> <ul style="list-style-type: none"> <li>o Copy of Certificate of Incorporation or equivalent of all members</li> <li>o A duly notarized / registered Memorandum of Understanding signed between Prime Bidder and all the consortium members</li> <li>o MOU should clearly mention</li> </ul>

Sr. No	Criteria	Supporting document
	bid response.	detailed roles and responsibilities of the Prime Bidder and its Consortium members.
2	Bidder (in case of the consortium members collectively together or individually) should have an experience of successfully providing professional man power to at least one organisation The scope of such projects should cover:	<ul style="list-style-type: none"> <li>) Work orders / completion certificate in the name of the bidder clearly highlighting the work undertaken by the Bidder for providing man power. The detailed breakup of the work should be clearly mentioned in the work order.</li> <li>) Work order, completion certificate etc. should be issued by the client</li> <li>) In case of any non disclosure agreements signed with clients, the Bidder should substantiate the claim of the work undertaken for the client which is duly endorsed, signed and stamped by a practicing and registered Chartered Accountant on his / her letter head.</li> </ul>
3.	<p>The Bidder should have</p> <p>Average Annual turnover of 200% of estimated cost of the project in the last 03 financial years</p> <p>OR</p> <p>Cumulative Turnover of 600% of estimated cost of the project in the last 03 financial years</p> <p>OR</p> <p>Average Annual Net Worth of minimum of 50% of estimated cost of the project in the last 03 financial years</p> <p>OR</p> <p>Cumulative Net Worth of minimum of 150% of estimated cost of the project in the last 03 financial years</p>	<ul style="list-style-type: none"> <li>) A certificate (on the letter head) from the practicing and registered Chartered Accountant / Statutory Auditor duly signed &amp; stamped and clearly mentioning the annual turnover details for a Single Entity and all members of the Consortium (in case of consortium) each year in the last three financial years (2020-21, 2021-22,2022-23)</li> <li>) Copy of the audited Profit and Loss Statement for Single Entity and all the members of the consortium including Prime Bidder (in case of consortium) for each of the last three financial years (2020-21, 2021-22,2022-23)</li> </ul>
4.	The Bidder (in case of a consortium, all the members) should have positive net worth for last 3 Financial Years (2020-21, 2021-22,2022-23)	<ul style="list-style-type: none"> <li>) A certificate (on the letter head) from the practicing and registered Chartered Accountant / Statutory Auditor duly signed &amp; stamped and</li> </ul>

Sr. No	Criteria	Supporting document
		<p>clearly mentioning the net worth for a Single Entity and all members of the Consortium (in case of consortium) each year in the last three financial years (2020-21, 2021-22,2022-23)</p> <p>) Solvent entity (CA certified documents)</p>
5.	The bidder (in case of a consortium, all members of the consortium) should <b>not</b> have been blacklisted /debarred by any Governmental / Non –Governmental Organisation in India as on bid submission date.	<p>) Self-Certification by Bidder, (in case of consortium, all members of the consortium) on their respective letter head duly signed by the authorized signatory mentioning that the Bidder has not been blacklisted /debarred by any Governmental / Non –Governmental Organisation in India as on bid submission date.</p>

Note: Any document in other than English language should be translated to English language by the Bidder. The whole and sole responsibility of the correctness of the translation shall be with the Bidder only.

## 5. Bid Evaluation

- 5.1.1. The evaluation of the Bidders shall be done in 3 stages where the Bidders shall be first evaluated against the Pre-Qualification criteria. Only those bidders fully satisfying the Pre-Qualification criteria shall be considered for further Technical and Commercial evaluations.
- 5.1.2. Only those Bidders who score a minimum of 70 marks in the Technical Evaluation shall be considered for further evaluation. Prasar Bharati reserves the right to relax/increase the minimum marks required in Technical Evaluation for consideration for further evaluation depending upon the number of qualifying Bidders. The bids shall be evaluated using the **Quality Cum Cost Based system (QCBS)** selection method as mentioned below:
- 5.1.3. The bidders qualifying the criteria above, shall be selected based on QCBS method where the technical quality of the proposal will be given a weightage of 70%. The commercial proposal shall be allocated weightage of 30%.
- 5.1.4. The Technical score of bidders shall be derived as under:
- $$ST = 100 * Tx / Tm$$



Where:

*ST* shall mean the Technical Score of the bidder to be evaluated;  
*Tm* shall mean the highest marks obtained among all the bidders;  
*Tx* shall mean the marks obtained by the bidder to be evaluated.

5.1.5. The Financial Score of bidder shall be derived as under:

$$SF = 100 * Fm / Fx$$

Where:

**SF** shall mean the Financial Score of the bidder to be evaluated;  
**Fm** shall mean the lowest evaluated price (Total commercial value) among all the bidders;  
**Fx** shall mean the evaluated price (Total Commercial value) of the bidder to be evaluated.

5.1.6. The Bid Score, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted for quality and cost, the Bidder shall be ranked in terms of the Bid Score obtained as:

$$H=0.7*ST+0.3*SF$$

Where: H shall mean the Bid Score of the bidder to be evaluated;

5.1.7. The proposals will be ranked in terms of Bid Score scored.

5.1.8. The Bidder obtaining the highest Bid Score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, ...etc. The proposal with the highest Bid Score H1 will be considered for award of contract.

5.1.9. In case of highest Bid Score being equal for more than one (1) bidder, the bidder scoring higher technical score shall be considered for award of contract.

5.1.10. The evaluation committee (“Evaluation Committee”) appointed by Prasar Bharati will carry out the technical evaluation of proposals based on the prescribed evaluation criteria. Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation is concluded.

## 6. Technical Evaluation Criteria:

The technical evaluation criteria will be based on following:

S. No.	Evaluation Criteria	Sub-Criteria	Section Max marks	Supportive documents
1	<p><b>Number of Years in operations</b></p> <p>The bidder (in case of the Consortium, the Prime Bidder) must be in business for at least 5 years as on the last date of bid submission</p>	<p>1. Above 10 years   15 marks</p> <p>2. From 7 years to 10 years: 12 marks</p> <p>3. From 5 years to 7 years: 10 marks</p>	15	Copy of Certificate of Incorporation or equivalent

<p>2</p>	<p><b>Company Turnover/ Net Worth</b>                  The Bidder (in case of a consortium, the Prime Bidder) should have an average annual turnover of 200% of estimated cost for the last three (3) financial years (2020-21, 2021-22,2022-23)  <b>OR</b>                  should have an cumulative turnover of 600% of estimated cost. for the last three (3) financial years (2020-21, 2021-22,2022-23)  <b>OR</b>                  Should have Average Annual Net Worth of minimum of 50% of estimated cost of the project in the last 03 financial years  <b>OR</b>                  Should have cumulative Net Worth of minimum of 150% of estimated cost of the project in the last 03 financial years</p>	<ol style="list-style-type: none"> <li>1. Average annual Turnover 500% of estimated cost : <b>15 Marks</b></li> <li>2. Average annual Turnover 350% of estimated cost : <b>12 Marks</b></li> <li>3. Average annual Turnover 200% of estimated cost : <b>10 Marks</b></li> <li>4. In case of cumulative turnover 1500% of estimated cost. <b>15 Marks</b></li> <li>5. In case of cumulative turnover 1050% of estimated cost. <b>12 Marks</b></li> <li>6. In case of cumulative turnover 600% of estimated cost. <b>10 Marks</b></li> <li>7. In case of average annual net worth 150% of estimated cost. <b>15 Marks</b></li> <li>8. In case of average annual net worth 100% of estimated cost. <b>12 Marks</b></li> <li>9. In case of average annual net worth 50% of estimated cost. <b>10 Marks</b></li> <li>10. In case of cumulative net worth 450% of estimated cost: <b>15 marks</b></li> <li>11. In case of cumulative net worth 300% of estimated cost: <b>12 marks</b></li> <li>12. In case of cumulative net worth 150% of estimated cost: <b>10 marks</b></li> </ol>	<p>15</p>	<p>A certificate (on the letter head) from the practicing and registered Chartered Accountant / Statutory Auditor duly signed &amp; stamped and clearly mentioning the annual turnover or cumulative turnover or average net worth details for the Bidder (in case of Consortium, all members of the Consortium) each year in the last three financial years (2020-21, 2021-22,2022-23)</p>
<p>3</p>	<p><b>Professional Manpower</b>                  The Bidder should have Manpower or deployed through them, having relevant experience in handling similar projects (for PCR operations) in last five years from the date of submission of the bid response:                  J Vision Mixing operations                  J Audio/Sound Mixing operations                  J Video server operation</p>	<ol style="list-style-type: none"> <li>1. VM operations : <b>3marks</b></li> <li>2. Audio operations : <b>2marks</b></li> <li>3. Video server operation: <b>2 marks</b></li> <li>4. Camera Control unit : <b>3 Marks</b></li> <li>5. Video wall, VC set up and associated : <b>2 Marks</b></li> <li>6. Video Tape recorder : <b>2 Marks</b></li> <li>7. Lighting including DMX operations : <b>2 marks</b></li> <li>8. In case of total of all above broadcast related manpower:                         <ol style="list-style-type: none"> <li>a) more than 50 nos: <b>3 marks</b></li> <li>b) more than 50 nos: <b>6 marks</b></li> </ol> </li> </ol>	<p>15</p>	<p>J Details and CV as per format mentioned in Annexure</p> <p>Note: Add rows in the project details section to elaborate on the project experience, wherever required</p>

	<ul style="list-style-type: none"> <li>J Camera Control unit</li> <li>J Video wall, VC set up and associated</li> <li>J Video Tape recorder</li> <li>J Lighting including DMX operations</li> </ul>	<ul style="list-style-type: none"> <li>c) more than 75 nos: 9 marks</li> <li>d) more than 100 nos: 12 marks</li> </ul> <p>9. Any other professional manpower (Excluding Data Entry Operators (DEO), Security, Clerical etc):</p> <ul style="list-style-type: none"> <li>a) more than 50 nos: 3 marks</li> <li>b) more than 100 nos: 6 marks</li> <li>c) more than 150 nos: 9 marks</li> </ul>		
	<p><b>Project Experience</b></p> <p>One Similar work of minimum value of 80% of estimated cost of the project <b>Or</b></p> <p>Two Similar works of minimum value of 60% of the estimated cost of project <b>Or</b></p> <p>Three Similar works of minimum value of 40% of the estimated cost of project</p>	<p>1. One similar project/contract with</p> <ul style="list-style-type: none"> <li>a. 200% estimated cost or more: 20 marks</li> <li>b. 150% estimated cost and less than 200%: 17 marks</li> <li>c. 100% estimated cost and less than 150%: 14 marks</li> <li>d. 80% estimated cost and less than 100% : 12 marks</li> </ul> <p>(OR)</p> <p>2. Six similar project/contract with</p> <ul style="list-style-type: none"> <li>a. 60% estimated cost and less than 80%: 20 marks</li> </ul> <p>(OR)</p> <p>3. Four similar project/contract with</p> <ul style="list-style-type: none"> <li>a. 60% estimated cost and less than 80%: 17 marks</li> </ul> <p>(OR)</p> <p>4. Three similar project/contract with</p>	20	<p>Copy of Work Order and/or Signed contract AND, Indicating the number and type of resources provided à Completion Certificates from the Client OR, Certificate of Completion )</p>

		<p>a. 60% estimated cost and less than 80%: 14 marks</p> <p>5. two similar project/contract with</p> <p>a. 60% estimated cost and less than 80%: 12 marks</p> <p>(OR)</p> <p>6. Eight similar project/contract with</p> <p>a. 40% estimated cost and less than 60%: 20 marks</p> <p>(OR)</p> <p>7. Six similar project/contract with</p> <p>a. 40% estimated cost and less than 60%: 17 marks</p> <p>(OR)</p> <p>8. Four similar project/contract with</p> <p>a. 40% estimated cost and less than 60%: 14 marks</p> <p>(OR)</p> <p>9. Three similar project/contract with</p> <p>a. 40% estimated cost and less than 60%: 12 marks</p>		
4	<p><b>Certifications</b></p> <p>The Bidder should have the following certifications:</p> <ul style="list-style-type: none"> <li>    ) ISO 9001:2018</li> <li>    ) ISO 9001-2015</li> <li>    ) ISO 20000-1</li> <li>    ) CMMI 3 or above</li> </ul>	<ul style="list-style-type: none"> <li>    ) Any one document:3 marks</li> <li>    ) Any three valid certifications – 4 marks</li> <li>    ) More than three valid certification – 5 marks</li> </ul>	5	Copy of the valid certification
5	Approach and Methodology in the form of Presentation/	<p>Presentation including Approach and Methodology -10 marks</p> <p>Understanding of scope of work &amp; services offered- 10 marks</p>	30	Approach presentation

6.1. Technical Evaluation:

- 6.1.1. First step of the evaluation will be the validation of the information furnished by the bidders in response to the bid document along with requisite EMD.
- 6.1.2. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the bid and technical evaluation criteria as mentioned in bid Document.
- 6.1.3. Bidders will be asked to give demonstration/presentation on their understanding of the scope of work.
- 6.1.4. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the agencies who get a Technical Score of 70 or more (prior to normalization) will qualify for Financial Evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.
- 6.1.5. Reasons for rejecting a tender/bid will be disclosed to a bidder only where enquiries are made.
- 6.1.6. *Financial Evaluation:*
  - 6.1.6.1. Financial bids will be opened only for the agencies that get a Technical Score of 70 or more (prior to normalization). Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

**7. Commercial Bid**

- 7.1. As already detailed in instructions to bidder, the instant tender is in two-bid system.
  - Technical Bid
  - Commercial Bid
- 7.2. Both Technical Bid and Commercial Bid will be submitted concurrently duly digitally signed on the website <https://prasarbharati.eproc.in>
- 7.3. Financial offers shall be submitted online in prescribed format (Excel Sheet) in Commercial Bid only. Any revelation of financial offer in technical bid or any of its Annexure will lead to out right rejection of the offer.
- 7.4. Preparation of Commercial Bid
  - 7.4.1. A cost of each professional in Cost Points has been calculated as  $Y \text{ Points} = (\text{Approx Cost of an professional per month}) / (30 \text{ days} \times 100 \text{ rupees})$ .
  - 7.4.2. Rate of inflation 8 % per year effective from completion of 12 month of contract
  - 7.4.3. Sample [data for deriving cost for each operation is given as below](#)

Professional Personnel position	Unit <b>Cost Point</b> per shift (as multiple of Rs 100)	Total shift per month	Minimum Nos required
<a href="#">VM Operator</a>	33	180	8
<a href="#">Audio Mixer operator</a>	27	180	8
<a href="#">Server Engineer</a>	33	180	8
<a href="#">Video Wall Operator</a>	27	90	3

Video Player/ Recorder operator	27	90	3
CCU Station operator	33	90	3
Lighting Opeartor	20	90	3
Coordinator/ Nodal Person	33	90	3
			39

7.4.4. The bidder has to give unit cost ie Applicable to positions as per already listed in above table cost points per shift in the financial bid to be submitted through Online only.

7.4.5. Bidder has to Quote Rs Z per Cost Point

7.4.6. Total cost of the tender for 3 years =

$Z \times (5 \times 12 \times (Y + 1.08 \times Y + 1.16 \times Y))$  i.e. Total cost of bid for calculation of L1. This total sum of Rs Z will be taken as financial amount for financial bid evaluation in QCBS method.

7.4.7. TA DA will be additional in case of out station deployment as per Prasar Bharti order for contractual.

7.4.8. The sample calculations (Per month bill basis) has been given in Form-8 for reference

## 8. TIMELINES & DELIVARABLES

For the deliverable items included in this contract, following timelines shall be strictly followed:

S.No.	Deliverable Item	Timeline
	Contract period	The contract shall be valid initially for a period of three years from the date of award of work order. This contract may be renewed for a further period of two years (year to year basis) on the same terms and conditions as mentioned in the tender document
i.	First time deployment of professional personnel	45 days from date of issue of LoI
ii.	Day to day and VVIP event deployment of professional personel	on every Friday for regular deployment and additional if any within 2 days from the date of intimation to Coordinator/ Nodal officer
iii.	Special events for General/State Elections/Union Budget/ other events	15 days from date of intimation to Coordinator/ Nodal officer

## 9. Annexure

## 9.1. ANNEXURE-1 (FORM-1)

**BIDDER'S GENERAL INFORMATION**

To,

Prasar Bharati

TENDER NO: RFP/05/2023-24E1 (P)TV

1	Bidder Name:	
2	Number Of Years in Operation	
3	Address of Registered Office	City: District: State: PIN/ZIP:
4A	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
4B	Address from where Goods/ Services are to be dispatched/ provided along with GST no. <i>(In case supply of Goods/ Services are from multiple locations, addresses and GST no.of all such locations are to be provided).</i> (Indian Bidder only)	City: District: State: PIN/ZIP: GST No.:
5	Telephone Number of address where order is to be placed	(Country Code) (Area Code) (Telephone Number)
6	E-mail address	
7	Fax Number (if available)	(Country Code) (Area Code) (Telephone Number)
8	Website	
9	Name & Designation of Contact Person	
10	ISO Certification, if any {If yes, please furnish	

	details }	
12	Banker's Name	
13	Branch	
14	Branch Code	
15	Bank Account Number	
16	PAN No	
17	Status of Firm	Proprietorship Firm/Partnership firm/Limited/Others If Others Specify: [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
18	GST No. (refer sl. no. 4B above)	[Enclose copy of GST Certificate]
19	Whether Micro or Small Enterprise? (Indian Bidder only)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB)</i>
20	Type of Entity (Indian Bidder only)	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
21	Whether Bidder is Start ups or not? (Indian Bidder only)	Yes / No
22	Whether Bidder is related to any employee of Prasar Bharati? ( If, yes, then the list may also be enclosed as mentioned in Para 2.30)	Yes / No

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal



9.2. **Annexure-2/ Form 2**

**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**  
**(India's Public Service Broadcaster)**  
**DIRECTORATE GENERAL: DOORDARSHAN NEWS**  
**DOORDARSHAN BHAWAN, COPERNICUS MARG,**  
**NEW DELHI – 110001**

SUB: Selecting an agency to provide professional personnel for Production Control Room (PCR) operations in DD-News

TENDER NO: RFP/05/2023-24EI(P)TV

Dear Sir,

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

[1] Name & Designation Signature

[2] Phone/Cell:

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

[3] Name & Designation Signature

[4] Phone/Cell:

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

9.3. **Annexure-3 / Form 3**

**Bid Submission Form and Agreement**

To,

PRASAR BHARATI  
(India's Public Service Broadcaster)  
DIRECTORATE GENERAL: DOORDARSHAN  
DOORDARSHAN BHAWAN, COPERNICUS MARG,  
NEW DELHI – 110001

**SUB: Selection of agency to render Production Control Room (PCR) operations with skilled professionals at DD News**

TENDER NO: RFP/05/2023-24EI(P)TV

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

9.4. **Annexure-4 / Form 4**

**Performa of Bank Guarantee for Bid Bond**

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

Ref :

To

PRASAR BHARATI

(India's Public Service Broadcaster)

DIRECTORATE GENERAL: DOORDARSHAN NEWS

DOORDARSHAN BHAWAN, COPERNICUS MARG,

NEW DELHI – 110001

Dear Sirs,

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

tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition after entering into this separate initial contract with the Organization promises to consider the tender on this condition and Bidder agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we \_\_\_\_\_ registered \_\_\_\_\_  
(indicate the name of Bank) under the laws of \_\_\_\_\_  
\_\_\_\_\_ having head/registered office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter) referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees \_\_\_\_\_ at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the Organization on the bank shall be conclusive and binding notwithstanding any difference between organization and the Bidder or any dispute pending before any court arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the Organization in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.
3. The bank also undertakes that the Organization at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.
4. The bank further agree that as between the bank and the Organization, for purpose of the guarantee, any notice of the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above given to the bank by the Organization shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Organization or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.
5. The bank agrees with the Organization that the Organization shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the Organization or any indulgence shown by the Organization to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
6. Not withstanding anything contained herein above our liability under this Guarantee is limited to Rupees (\_\_\_\_\_ only) in aggregate and it shall remain in full force upto and including 45 days after \_\_\_\_\_

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

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to the Organization a bank guarantee for Rs. \_\_\_\_\_ (in figure) (Rupees \_\_\_\_\_ only) (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this Organization by the required date the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights of the organization under this guarantee will cease. However if such a claim has been received by us within and up to 120 days after the said date/extended date all rights of the Organization under this guarantee will cease. However, if such a claim has been received by us within and upto 120 days after the said date/extended date, all rights of the Organization under this guarantee shall be valid and shall not cease until we have satisfied that claim.
8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in \_\_\_\_\_ and any other authority(indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee.

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

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

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

Witness No. 1

Signature .....

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

.....  
.....

Witness No. 2

Signature .....

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

.....  
.....

### INSTRUCTIONS

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

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

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

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

Please indicate the currency in which bank guarantee is being given Rs/-(Rupees) 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.

The period of sixty (60) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 6 should be available after the expiry of the validity period of the tender or any extension thereof.

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

9.5. Annexure-5/ Form 5

**Project citation format**

**) List of Projects**

Sr	Name of Project	No. of Hiring done	Client type
1			Leading broadcasters / media houses or other organizations etc..
2			leading broadcasters / media houses or other organizations etc..
3			leading broadcasters / media houses or other organizations etc..
4			leading broadcasters / media houses or other organizations etc..
5			leading broadcasters / media houses or other organizations etc..
6			leading broadcasters / media houses or other organizations etc..
7			leading broadcasters / media houses or other organizations etc..
8			leading broadcasters / media houses or other organizations etc..

**) Format for providing projects details (Use same format separately for each project cited)**

	Information Sought	Bidder's Response
1.	Name of Bidder	
2.	Assignment Name or Name of project	
3.	Name of Client	
4	Client Contact Details (Contact Name, Address, Telephone Number)	
5.	Completion date (month/year)	
6	No of Hiring done	
7	No. of Professionals hired/placed under the Assignment	
8.	Percentage of hired resources in technical, managerial and lead posts	
9.	Narrative description of the project	
10	Details of work that defines the scope relevant to the requirement	
11	Documentary evidence ie Copy of Work Order or Letter from the client to indicate the successful completion of the projects, IF any	

9.6. **Annexure-6 /form 6**

Technical Proposal Details

1. **Understanding of the Requirement** (Not More than 2 page)
2. **Approach and Methodology** (Not More than 3 page)
3. **Resource selection and recruitment plan with Timeline** (Not More than 2 page)
4. **Curriculum Vitae of professional in this field (if any associated with past projects)**
5. **Risks and Mitigation Measures** (Not more than 1 page)

**Curriculum Vitae Format**

Photo	Name			
	Position:			
	Date of Birth			
	Education:		•	
2. Employment Record	From	To	Company	Position Held
3. Brief Profile				
4. Known Languages				
5. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Nature of Work: Year: Location: Company: Position Held: Main features:  Activities Performed:				
Certification  I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.  <i>Date</i> _____  <i>Signature of staff member Day / Month / Year</i>				



9.7. **Annexure-7/ Form 7**

Covering Letter  
(on letter head)

<Location, Date>

To:

PRASAR BHARATI

(India's Public Service Broadcaster)

DIRECTORATE GENERAL: DOORDARSHAN NEWS

DOORDARSHAN BHAWAN, COPERNICUS MARG,

NEW DELHI – 110001

**Subject:** Submission of the Financial bid

Dear Sir/Madam,

We, the undersigned, offer to provide the services for < Subject> in accordance with your Request for Proposal No..... dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is exclusive of Taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal,

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

SIGNATURE –Authorized Signatory Date:

Full name and designation and, contact details with  
address (Seal of organization)

## 9.8. Annexure-8 /Form 8

<b>Example # 1 for calculating billing cost in a month</b>					
<b>For Example if Unit cost for a point value as quoted by bidder</b>				<b>100</b>	Say it is 'Z' then
Rate of Inflation to be taken for Manpower cost during the contract period				<b>8</b>	
Professional Personnel position	Unit Cost Point per shift for the position (given by PB)	Total shift actually deployed in a month (as per actual)	Total Cost Point value for this position	Total cost in Rs for the month	
A	B	C	D= B x C	E = D x Z	
VM Operator	33	180	5940	₹5,94,000	
Audio Mixer operator	27	180	4860	₹4,86,000	
Server Engineer	33	180	5940	₹5,94,000	
Video Wall Operator	27	90	2430	₹2,43,000	
Video Player/ Recorder operator	27	90	2430	₹2,43,000	
CCU Station operator	33	90	2970	₹2,97,000	
Lighting Operator	20	90	1800	₹1,80,000	
Coordinator/ Nodal Person	33	90	2970	₹2,97,000	
<b>Total for the month</b>				<b>₹29,34,000</b>	
<b>Grand total = Total –Penalty + GST</b>					

<b>Example # 2 for calculating billing cost in a month</b>					
<b>For Example if Unit cost for a point value as quoted by bidder</b>				<b>89</b>	Say it is 'Z' then
Rate of Inflation to be taken for Manpower cost during the contract period				<b>8</b>	
Professional Personnel position	Unit Cost Point per shift for the position (given by PB)	Total shift actually deployed in a month (as per actual)	Total Cost Point value for this position	Total cost in Rs for the month	
A	B	C	D= B x C	E = D x Z	
VM Operator	33	180	5940	₹5,28,660	
Audio Mixer operator	27	180	4860	₹4,32,540	
Server Engineer	33	180	5940	₹5,28,660	
Video Wall Operator	27	90	2430	₹2,16,270	
Video Player/ Recorder operator	27	90	2430	₹2,16,270	
CCU Station operator	33	90	2970	₹2,64,330	
Lighting Operator	20	90	1800	₹1,60,200	
Coordinator/ Nodal Person	33	90	2970	₹2,64,330	
<b>Total for the month</b>				<b>₹26,11,260</b>	

<b>Example # 3 for calculating billing cost in a month</b>					
<b>For Example if Unit cost for a point value as quoted by bidder</b>				<b>107</b>	<b>Say it is 'Z' then</b>
Rate of Inflation to be taken for Manpower cost during the contract period				<b>8</b>	
Professional Personnel position	Unit Cost Point per shift for the position (given by PB)	Total shift actually deployed in a month (as per actual)	Total Cost Point value for this position	Total cost in Rs for the month	
A	B	C	D= B x C	E = D x Z	
VM Operator	33	180	5940	₹6,35,580	
Audio Mixer operator	27	180	4860	₹5,20,020	
Server Engineer	33	180	5940	₹6,35,580	
Video Wall Operator	27	90	2430	₹2,60,010	
Video Player/ Recorder operator	27	90	2430	₹2,60,010	
CCU Station operator	33	90	2970	₹3,17,790	
Lighting Operator	20	90	1800	₹1,92,600	
Coordinator/ Nodal Person	33	90	2970	₹3,17,790	
<b>Total for the month</b>				<b>₹31,39,380</b>	

					After one year	After two years	After three years	After four years	
<b>Example # 4 for calculating billing cost in a month (YEAR WISE)</b>					<b>107+107*8/100</b>	<b>107+107*16/100</b>	<b>107+107*24/100</b>	<b>107+107*32/100</b>	
<b>For Example if Unit cost for a point value as quoted by bidder</b>					<b>107</b>	<b>115.56</b>	<b>124.12</b>	<b>132.68</b>	<b>141.24</b>
For example Rate of Inflation to be taken for Manpower cost during the contract period					<b>8</b>				
Professional Personnel position	Unit Cost Point per shift for the position	Total shift actually deployed in a month	Total Cost Point value for this position	Total cost in Rs for the month (upto one year)	Total cost in Rs for the month (After one year and upto two years)	Total cost in Rs for the month (After two years and upto three years)	Total cost in Rs for the month (After three years and upto four years)	Total cost in Rs for the month (After four years and upto five years)	
A	B	C	D= B x C	E = D x Z	E=D x (Z X 1.08)	E=D x (Z X 1.16)	E=D x (Z X 1.24)	E=D x (Z X 1.32)	
VM Operator	33	180	5940	₹6,35,580	₹6,86,426	₹7,37,273	₹7,88,119	₹8,38,966	
Audio Mixer operator	27	180	4860	₹5,20,020	₹5,61,622	₹6,03,223	₹6,44,825	₹6,86,426	
Server Engineer	33	180	5940	₹6,35,580	₹6,86,426	₹7,37,273	₹7,88,119	₹8,38,966	
Video Wall Operator	27	90	2430	₹2,60,010	₹2,80,811	₹3,01,612	₹3,22,412	₹3,43,213	
Video Player/ Recorder operator	27	90	2430	₹2,60,010	₹2,80,811	₹3,01,612	₹3,22,412	₹3,43,213	
CCU Station operator	33	90	2970	₹3,17,790	₹3,43,213	₹3,68,636	₹3,94,060	₹4,19,483	
Lighting Operator	20	90	1800	₹1,92,600	₹2,08,008	₹2,23,416	₹2,38,824	₹2,54,232	
Coordinator/ Nodal Person	33	90	2970	₹3,17,790	₹3,43,213	₹3,68,636	₹3,94,060	₹4,19,483	
<b>Total for the month</b>				<b>₹31,39,380</b>	<b>₹33,90,530</b>	<b>₹36,41,681</b>	<b>₹38,92,831</b>	<b>₹41,43,982</b>	

<b>Example #5 for calculating billing cost in a month</b>					
<b>(More VM operations used and less audio operations due to absent or less availed)</b>					
<b>For Example if Unit cost for a point value as quoted by bidder</b>				<b>107</b>	<b>Say it is 'Z' then</b>
Rate of Inflation to be taken for Manpower cost during the contract period				<b>8</b>	
Professional Personnel position	Unit Cost Point per shift for the position (given by PB)	Total shift actually deployed in a month (as per actual)	Total Cost Point value for this position	Total cost in Rs for the month	
A	B	C	D= B x C	E = D x Z	
VM Operator	33	192	6336	₹6,77,952	
Audio Mixer operator	27	174	4698	₹5,02,686	
Server Engineer	33	180	5940	₹6,35,580	
Video Wall Operator	27	90	2430	₹2,60,010	
Video Player/Recorder operator	27	90	2430	₹2,60,010	
CCU Station operator	33	90	2970	₹3,17,790	
Lighting Operator	20	90	1800	₹1,92,600	
Coordinator/Nodal Person	33	90	2970	₹3,17,790	
<b>Total for the month</b>				<b>₹31,64,418</b>	

## 9.9. Annexure-9/ Form 9

## Checklist for Submission of Response to RFP

Below table summarizes the list of mandatory documents to be submitted mandatorily with Pre- qualification.

	Documents to be submitted	Yes/No	Ref. No.	Page
1	<b>EMD-Bid Security Declaration</b> (as per Form 3)	Yes/No		
2	Declaration (as per Form 2)	Yes/No		
3	Tender submitted in Three bid	Yes/No	-	
4	Details of the Bidder's Operations and Business (as per Form 4)			
5	Submitted documents in pre-qualification criteria			
	i. Copy of Certificate of Registration/ Incorporation	Yes/No		
	ii. Copy of PAN	Yes/No		
	iii. Copy of Tax Registration	Yes/No		
	iv. Certificate of average annual revenue/turnover or other financial documents	Yes/No		
	v. Self-certified letter attested by the authorized signatory for non-debarment (as per Form 6)	Yes/No		
6	Letter of authorization (supported by a written power-of-attorney)	Yes/No		
7	Bid signed and stamped by authorized signatory on all pages	Yes/No		
8	Project Experience details and documentary evidences (Refer technical evaluation criteria)	Yes/No		
	Bidder's Queries For Pre Bid Meeting (If any) (Form-14)	Yes/No		
9	Technical Proposal	Yes/No		
10	Financial Proposal (Form 7 and 8)	Yes/No		
	Nil deviation certificate (Form 10)	Yes/No		
	Declaration Regarding Holiday/Banning and Liquidation, Court Receivership (Form 11)	Yes/No		
	E Banking Mandate form	Yes/No		
	Integrity Pact as per Form 13 (if applicable)(for estimated contract value of Rs. Two Crores or more) duly filled and signed.			
11	All relevant annexure /Forms	Yes/No		

**Note:** All documents including annexure must be properly marked, signed and sealed and placed in the above mentioned order. We have not masked any document in the proposal document.

SIGNATURE -

Authorized Signatory

Date:

Full name and designation and,  
contact details (Seal of organization)

9.10. Annexure-10/Form 10

**Nil Deviation Certificate**

Tender No

Date

**PRASAR BHARATI**  
**(India's Public Service Broadcaster)**  
**DIRECTORATE GENERAL: DOORDARSHAN NEWS**  
**DOORDARSHAN BHAWAN, COPERNICUS MARG,**  
**NEW DELHI – 110001**

Subject: Request for proposal for selecting an agency to provide professional personnel for production control room (PCR) operations in DD News

Tender no. RFP/05/2023-24EI(P)TV

**NIL DEVIATION CERTIFICATE**

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

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

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

9.11. Annexure-11/Form 11

**Declaration Regarding Holiday/Banning and Liquidation, Court Receivership**

To,

PRASAR BHARATI  
(India's Public Service Broadcaster)  
DIRECTORATE GENERAL: DOORDARSHAN  
DOORDARSHAN BHAWAN, COPERNICUS MARG,  
NEW DELHI – 110001

SUB: Request for proposal for selecting an agency to provide professional personnel for production control room (PCR) operations in DD News

TENDER NO: RFP/05/2023-24EI(P)TV

Dear Sir,

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

**Seal:**

9.12. **Annexure-12/Form 12**

**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/)



### 9.13. Annexure-13/Form 13

#### **Integrity Pact**

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

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

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 Deputy Director General (Purchase) >Address: <DG: DD> hereinafter called the “Buyer”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns, on the one hand,

AND

M/s< \_\_\_\_\_>, at address<\_\_\_\_\_> >acting \_\_\_\_\_ through  
Sh.<\_\_\_\_\_>

, Chief Executive Officer, hereinafter called the “BIDDER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns, on the other.

PREAMBLE

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

AND WHEREAS the BIDDER/ SELLER is a company incorporated in India under Companies Act, 1956/2013 or a Partnership registered under Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) in India or Government undertaking or a Government Autonomous body and the BUYER is an Autonomous 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

The TENDER 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 TENDER document and CONTRACT between the parties.

NOW, THEREFORE,

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

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

And

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

And

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

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

1. Article 1 – COMMITMENTS OF THE BUYER

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

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

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

1.4 In case any such misconduct on the part of such official(s) of the BUYER is reported by the BIDDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the CONTRACT process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the CONTRACT would not be stalled, unless considered necessary.

## 2 Article 2 - COMMITMENTS OF THE BIDDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 If the BIDDER can prove that he has resorted/ recouped the damage caused by him and has installed suitable corruption prevention system, the BUYER may, at his own discretion, as per laid down 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 cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

4.1.7 Registration of suppliers and their eligibility to participate in Procurement Entity's procurements is 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 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 successor, from participating in any procurement process undertaken by it, or 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 4.1.1to4.1.9 of this INTEGRITY PACT also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.1.11 The decision of BUYER to the effect that a breach of the provisions of this INTEGRITY PACT has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the IEM(s) appointed for the purposes of this INTEGRITY PACT

## 5 Article 5 - INDEPENDENT MONITORS

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

<p>Smt. Meenakshi Mishra, IA &amp;AS (Retd). E-mail: pcmishra@hotmail.com</p>	<p>Shri Alope Prasad, IPS (Retd.) E-mail: alokewa@gmail.com</p>
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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

## 6 Article 6 - FACILITATION OF INVESTIGATION

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

## 7 Article 7 - LAW AND PLACE OF JURISDICTION

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

## 8 Article 8 - OTHER LEGAL PROVISIONS/ ACTIONS

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

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

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

## 9 Article 9 – VALIDITY

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

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

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

9.4 The parties hereby sign this INTEGRITY PACT at on\_\_\_\_\_.

(For & On behalf of the Prasar Bharati)

(For & On behalf of BIDDER)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



9.14. Annexure-14/Form-14

**Bidder's Queries For Pre Bid Meeting**

SUB: Request for proposal for selecting an agency to provide professional personnel for production control room (PCR) operations in DD News

TENDER NO: RFP/05/2023-24EI(P)TV

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

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

The Address / Email / to Send Email Queries: <Room No.510, Doordarshan News, Tower 'B', Copernicus Marg, MandiHouse, NewDelhi.>

E-Mail: [ddnewsga2@gmail.com](mailto:ddnewsga2@gmail.com)

SIGNATURE OF BIDDER:

NAME OF BIDDER :

9.15. Annexure-15/Form -15

**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),

DG: DOORDARSHAN, DOORDARSHAN BHAWAN,

Copernicus Marg, NEW DELHI

Dear Sirs,

1 In consideration of PRASAR BHARATI ((India's Public Service Broadcaster), DG:DOORDARSHAN having its head office at India (herewith referred to as the 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/ agency 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 **5%** 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 forebear 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 up to and including 60 days after (Indicate the date of expiry of Guarantee/Warranty period) unless extended further, from time to time, for such period as may be instructed in writing by M/s \_\_\_\_\_ on whose behalf this guarantee has been given, in which case it shall remain in full force up to the expiry of the extended period. Any claim

under this guarantee must be received by us before the expiry of one year from \_\_\_\_\_ (indicate the date of expiry of Guarantee/warranty period) or before the expiry of one year after the expiry of extended period, if any. If no such claim has been received by us within one year after the said date/extended date, the right of the 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.

**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.

9.16. ANNEXURE-16 (FORM-16)

**‘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.<\_>inthe capacity of<\_\_\_\_\_>(Position) hereby declare that

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

OR

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

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

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

SIGNATURE WITH  
COMPANY SEAL

ATTESTED BY NOTARY PUBLIC

**APPENDIX-D**

**DESCRIPTION OF STORES AND TECHNICAL SPECIFICATIONS**

Sr. No	Description	Qty.	Specification No.
1.	Request for proposal for selecting an agency to provide professional personnel for production control room (PCR) operations in DD News	One Job	RFP Bid document Ref no. RFP/05/2023-24E1(P)TV

Note: -

1. Delivery instruction:

- a) **Delivery Period:** As per RFP document
- b) **Consignee:** As per RFP document
- c) **Taxes:**

- 1. All taxes as applicable must be quoted and shown separately.
- 2. Bidder should quote the prices of stores and all applicable taxes.

**APPENDIX-E**

<b>4 STATE-WISE GSTINS OF DOORDARSHAN</b>		
S.No.	State	GSTIN
1	DELHI	07AAAJP0288R1ZH