

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

F. No. 19(2)2022-23E1 (P) TV(EOI Pitampura)

29/12/2022

Notice inviting Open e-Tender (Expression of Interest) (NIT-09/2022-23)

Prasar Bharati, Doordarshan invites Expression of Interest (EOI) towards Development of Dr B. R. Ambedkar TV Tower complex at Pitampura for innovative Dynamic lighting and Tourist Attraction from reputed registered bidders.

The interested bidders, who qualify the criteria mentioned in the EOI document, may submit their response accordingly. The EOI will be opened on **2nd February, 2023 at 12:00 Hrs.** The detailed EOI document can be viewed /downloaded from website <https://prasarbharati.eproc.in>. It is also available on Prasar Bharati website <https://prasarbharati.gov.in/pbtenders> or from <https://eprocure.gov.in>.

The Pre - bid conference with the prospective bidders for the above mentioned EOI will be held in Malgudi, 5th floor, Tower-A, Doordarshan Bhawan, Copernicus Marg, New Dehi-110001 on **10.01.2023 at 15:00 Hrs** or through Video conferencing (VC). Queries may be sent by email at ddpurchase401@yahoo.co.in or Queries for Pre-bid may be uploaded on the Procurement Portal of Prasar Bharati, <https://prasarbharati.eproc.in> till **06.01.2023, 1700 Hrs.**

This issues without any commitment on the part of Prasar Bharati.

Signed by Narendra Kumar
Choursiya

Date: 29-12-2022 11:38:51

Assistant Engineer
Reason: Approved

Phone: +91-11-23114401

Email: ddpurchase401@yahoo.co.in

PRASAR BHARATI
DIRECTORATE GENERAL: DOORDARSHAN
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DOORDARSHAN BHAWAN
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(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 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@c1india.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@c1india.com/prasarbharatisupport@c1india.com.
7. It is highly recommended that the bidders should not 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 successful Bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of 3% (three percent) of value of contract in one of the acceptable forms as per tender documents.(Ref: Ministry of Finance, Department of Expenditure Order No.F.9/4/2020-PPD dated 30-12-2021).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.
 16. Technical Bid must contain scanned copy of Unconditional Acceptance of Prasar Bharati's Tender Terms & Conditions, GST details and EMD etc.
 17. The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of nonresponsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed to eligible Bidders in advance.
 18. Bidders are advised to submit written queries in advance of the Pre-Bid Meeting. 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.
 19. Prasar Bharati reserves the right to accept or reject any or all applications without assigning any reasons. Prasar Bharati also reserves the right to annul the tender process at any stage without assigning any reason.
 20. If any clarification is needed from the bidder about the deficiency in his uploaded documents, he will be asked to provide it through e-procurement portal of Prasar Bharati. The bidder shall upload the requisite clarification/documents within time specified by Prasar Bharati, failing which tender will be liable for rejection.
 21. Prasar Bharati reserves the right to reject whose performance at ongoing Supply/ Work(s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any office of Prasar Bharati, Government or Public sector. (Rule 151, GFR 2017)Prasar Bharati reserves the right to verify the credential submitted by the agency at any stage (before or after the award of 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
 22. Bidders have to submit a GST Registration Certificate while uploading the tender.
 23. Bidders shall separately indicate the HSN/SAC code, rate and amount of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected.
 24. IGST and Compensation Cess (wherever applicable) will be levied on imports.
 25. Terms & Conditions given in Technical specifications will supersede for conflict with any terms & conditions given in Tender Document.
 26. 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.
 27. The bidders are required to submit the dully signed integrity pact, if estimated cost is above 2 Crore otherwise submit it unsigned.
 28. 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.

29. 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. Authorization to sign the EOI by the applicant.
2. EOI Document competes along with all Schedule-I and Schedule-II are digitally signed and enclosed with the offer.
3. Certificate of incorporation, Registration, GST/Sales tax registration etc. and other related details must accompany the EOI.
4. ISO or any applicable equivalent certification as applicable.
5. Letter of Submission as per EOI submission formats.
6. Declaration regarding acceptance of terms and conditions of the EOI and declaration of not been blacklisted by any Organization as per eligibility criteria clause 4.1.
7. Documentary proof of financial standing and Annual turnover.
8. Details of Existing partnerships in relevant geographical regions, if any.



Assistant Engineer
For Director General



Prasar Bharati

Expression of Interest Document

Tender Reference Number: EOI/ xxxx

: LM/EoI/Pitampura TV Tower/ 1

date : 20.12.2022.

Tender Reference Number: EOI/ xxxx

Prasar Bharati
Expression of Interest Document
Tender Reference Number: EOI/ xxxx
For Development of Dr B R Ambedkar TV Tower complex at Pitampura for
Innovative Dynamic lighting and Tourist Attraction

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Expression of Interest (EOI) Document**1. Expression of Interest (EOI)**

Prasar Bharati, invites Expression of Interest (hereinafter referred as the 'EOIs') from eligible and qualified Agency/Service Providers having experience in providing Innovative Dynamic lighting of high rise structures and developing areas into tourist attraction for the Development of Dr B R Ambedkar TV Tower at Pitampura, New Delhi (hereinafter referred as the 'Pitampura TV Tower') for Innovative Dynamic lighting and developing it as a Tourist Attraction as described in 'Schedule I: Terms of Reference' (hereinafter referred to as 'the Services') under PPP mode. Interested Agency/Service Providers should provide sufficient and relevant information demonstrating that they meet the specified eligibility criteria and have the required qualifications to perform the Services. This Expression of Interest Document, reference number, EOI/ xxxx (hereinafter referred to as 'the EOI Document'), details the process of such shortlisting. As part of this process, a Request for Proposals (RFP) for selecting Agency/Service Provider shall be subsequently issued to only such shortlisted Agency/Service Provider.

2. The EOI Document**2.1. Governing Language and Law**

1. The EOI submitted by the Agency/Service Provider and all subsequent correspondence and documents relating to the EOI exchanged between the Agency/Service Provider and the Prasar Bharati shall be written in the language specified in the AEOI (hereinafter referred to as the 'EOI Language'. If nothing is specified, the language shall be Indian English). However, the language of any printed literature furnished by a Agency/Service Provider in connection with its EOI may be written in any other language provided a translation accompanies the same in the EOI language. For purposes of interpretation of the EOI, translation in the language of the EOI shall prevail.
2. The EOI process shall be interpreted under the laws of the Union of India. It shall be subjected to the exclusive jurisdiction of courts relevant to the address of the Tender Inviting Authority.

2.2. Acronyms

Following Acronyms have been used in this EOI Document:

Acronym	Definition	Acronym	Definition
AEOI	Appendix to Expression of Interest (EOI Document)	RFP	Request for Proposals
EOI	Expression of Interest	TIA	Tender Inviting

Acronym	Definition	Acronym	Definition
			Authority
DPIIT	Department for Promotion of Industry and Internal Trade (DPIIT)	TOR	Terms of Reference
JV/C	Joint Venture/ Consortium		

2.3. The Contents of the EOI Document

This 'Expression of Interest Document' (hereinafter referred to as the 'the EOI Document') provides the relevant information and instructions to assist the prospective Agency/Service Providers in preparing and submitting EOIs. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of EOIs, and shortlisting of Agency/Service Providers. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this EOI Document. The following Appendices are part of the EOI Document. Additional sections/ appendices/ Schedules may be included in specific EOI.

1. Appendix to the EOI Document(AEOI)
 2. Schedule I: Terms of Reference
 3. Schedule II: Qualification Criteria
 4. EOI Submission Formats
 - a) Form 1: EOI Form (Covering Letter)
 - i) Form 1.1: Agency/Service Provider Information
 - ii) Form 1.2: Eligibility Declarations
 - b) Form 2: Qualification Criteria – Compliance
 - i) Form 2.1: Performance Capability Statement
 - ii) Form 2.2: Non-Performance, Litigation Statement
 - c) Form 2.3: Financial Capability Statement
 - i) Form 2.3.1: Financial Statement Ratios
 - ii) Form 2.3.1: Average Annual Turnover
 - iii) Form 2.3.3: Financial Resources
 - iv) Form 2.3.4: Current Contract Liabilities/ Assignments in Progress
 - d) Form 3: Checklist for Agency/Service Providers
5. Other Formats: Format 1: Authorisation for Attending Pre-EOI Conference

2.3.1 Appendix to the EOI Document (AEOI)

Variable parameters and information related to this specific EOI process are summarised in the EOI Document appendix.

2.3.2 Schedule I: Terms of Reference (TOR)

'Schedule I: Terms of Reference' describes the background, purpose/ objectives, description/ scope, deliverables/ outcomes, and timelines of Project (hereinafter called the 'Services') required. The 'Services' may include incidental Goods, Works, and other Services, if so, indicated therein. Any generic reference to 'Services' shall be deemed to include such incidental Goods, Works, and other Services. Prasar Bharati reserves its rights to vary the TOR to be included in RFP that would follow this EOI.

2.3.3 Schedule II: Qualification Criteria:

Schedule II appendix lays down the Qualifying Criteria for shortlisting Agency/Service Providers. It also indicates the extent of dispensation allowed for Start-ups under Clause 5.2 below. Agency/Service Providers may associate with other firms to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected in the RFP stage. These qualification criteria are only for shortlisting, and Prasar Bharati may put additional qualification Criteria as part of the RFP process that would follow this EOI.

2.3.4 EOI Formats for submission (To be filled, digitally signed, and uploaded by Agency/Service Providers)

The Agency/Service Provider must fill and submit the EOI in the Formats given in 'EOI Submission Formats'.

2.4. Corrigenda/ Addenda to EOI Document

1. Before the deadline for submitting EOIs, the Prasar Bharati may update, amend, modify, or supplement the information, assessment or assumptions contained in the EOI Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original EOI Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Agency/Service Providers who have downloaded the document under their login. However, the Agency/Service Providers must check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the EOI Document.
2. The Prasar Bharati may extend the deadline for the EOI submission by issuing an amendment. In this case, all rights and obligations of the Prasar Bharati and the

Agency/Service Providers previously subject to the original deadline shall then be subject to the new deadline for the EOI submission.

3. After the Prasar Bharati makes such modifications, any Agency/Service Provider who has submitted his EOI in response to the original invitation shall have the opportunity to either withdraw his EOI or re-submit his EOI superseding the original EOI within the extended time of submission as per Clause 8.4 below.

A series of handwritten signatures and initials in black ink, arranged horizontally. From left to right: a signature that appears to be 'Anand', a signature that appears to be 'Om', a signature that appears to be 'Anand', a signature that appears to be 'Raj', a signature that appears to be 'Raj' with a large 'X' over it, a signature that appears to be 'Raj', and a signature that appears to be 'Raj'.

2.5. Pre-EOI Conference

1. A Pre-EOI conference is stipulated in the AEOI, prospective Agency/Service Providers interested in participating in this EOI may attend a Pre-EOI conference to clarify the conditions of the EOI process at the venue, date and time specified therein. Participation in the Pre-EOI conference is restricted to prospective Agency/Service Providers.
2. The date and time by which the written queries for the Pre-EOI must reach the authority and the last date for registration for participation in the Pre-EOI conference are also mentioned in the AEOI.
3. Delegates participating in the Pre-EOI conference must provide a photo identity and an authorisation letter as per Format 1: "Authorisation for Attending Pre-EOI Conference" from their Company; else, they shall not be allowed to participate. The Pre-EOI conference may also be held online at the discretion of the Procuring Entity.
4. After the Pre-EOI conference, minutes of the Pre-EOI conference shall be published on the Procuring Entity's Portal. If required, a clarification letter and corrigendum to EOI Document shall be issued, containing amendments, if any, of various provisions of the EOI Document, which shall be deemed part of the EOI Document. As per clause 2.4 above, to give reasonable time to the prospective Agency/Service Providers to take such clarifications into account in preparing their EOIs, the Prasar Bharati may suitably extend, as necessary, the deadline for the EOI submission.

3. Prasar Bharati - Rights and Disclaimers

3.1. Disclaimers

3.1.1 The EOI Document – not a Contractual Document

The EOI Document provides the Agency/Service Provider(s) with information to assist them in participation in this EOI Process. This EOI Document and the EOI process is to shortlist eligible and qualified Agency/Service Providers for exclusive participation in the following Request for Proposal (RFP) procurement process. Therefore, this EOI process is not a contractual procurement process. Hence, in this EOI process, unlike the following RFP process, no legal obligations for the Prasar Bharati in or any legal rights for the Agency/Service Providers shall be created under the Indian Contract Act and related law.

3.1.2 Terms and Conditions of Information Provided

1. Information contained in the EOI Document or subsequently provided to the Agency/Service Provider(s) is on the terms and conditions set out in the EOI Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity, its employees, or associated agencies.
2. The EOI Document does not purport to contain all the information Agency/Service Provider(s) may require. It may not address the needs of all Agency/Service

Providers. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the EOI Document to the Agency/Service Provider(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

3. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the EOI Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Agency/Service Provider, on such account.
4. Service provider shall agree to indemnify and hold Prasar Bharati not responsible for any and all liability, loss, damages, costs, and expenses which the Service Provider may incur, including, but not limited to, attorneys' fees and costs, which Prasar Bharati may be required to pay, directly, by reason of error or omission by the Service Provider which directly or indirectly results in any liability, loss and/or damages to Prasar Bharati.

3.2. Right to Intellectual Property and confidentiality:

1. The EOI Document and associated correspondence are subject to copyright laws and shall always remain the property of the Prasar Bharati and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
2. However, Agency/Service Providers may share these to prepare and submit their EOI with their employees, subcontractor(s), or holding Company. Agency/Service Providers shall obtain an undertaking of confidentiality from them like that imposed on Agency/Service Providers under this clause.
3. This condition shall also apply to Agency/Service Providers who do not submit an EOI after downloading it or are not shortlisted.
4. The obligation of the Agency/Service Providers under sub-clauses above, however, shall not apply to information that:
 - a) now or hereafter is or enters the public domain through no fault of Agency/Service Provider.
 - b) is legally possessed by the Agency/Service Provider at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity;

- c) otherwise, lawfully becomes available to Agency/Service Provider from a third party with no obligation of confidentiality.
- 5. The provisions of this clause shall survive completion or termination for whatever reason of the procurement process.

3.3. Right to Reject any or all EOIs

The issue of the EOI Document does not imply that the Prasar Bharati is bound to shortlist Agency/Service Providers. The Prasar Bharati reserves its right to accept or reject any or all EOIs, abandon/ bypass/ cancel the EOI process, and issue another EOI for the same or similar Services before shortlisting Agency/Service Providers. It would have no liability to the affected Agency/Service Provider or Agency/Service Providers or any obligation to inform the affected Agency/Service Provider or Agency/Service Providers of the grounds for such action(s).

4. Participation in EOI – Eligibility Criteria

4.1. Eligibility Criteria

Prasar Bharati, invites Expression of Interest (hereinafter referred as the 'EOIs') from eligible and qualified Agency/Service Providers having experience in providing Innovative Dynamic lighting of high rise structures and developing areas into tourist attraction for the Development of Dr B R Ambedkar TV Tower at Pitampura, New Delhi (hereinafter referred as the 'Pitampura TV Tower') for Innovative Dynamic lighting and developing it as a Tourist Attraction as described in 'Schedule I: Terms of Reference' (hereinafter referred to as 'the Services') under PPP mode.

Subject to other provisions in the EOI Document, participation in this shortlisting process is open to all Agency/Service Providers who fulfill the 'Eligibility' and 'Qualification' criteria. Agency/Service Providers should meet the following eligibility criteria as of the date of their EOI submission and should continue to meet these until the subsequent RFP process and contract award. Agency/Service Providers shall be required to declare fulfillment of Eligibility Criteria in Form 1.2 (Eligibility Declarations).

Agency/Service Provider unless otherwise stipulated in AEOI

1. must be:

- (a) Private Entity (a Company under Indian Companies Act, 1956 /2013 , / An LLP firm registered under Limited Liability Partnership Act, 2008 , / A partnership firm registered under Indian Partnership Act, 1932); or
- (b) public Entity (Government-owned enterprise or institution); or
- (c) Joint Venture/ Consortium (an association of firms or companies - hereinafter referred to as JV/C) is allowed. The consortium shall be formed under a duly stamped consortium agreement (Annexure-2). In a consortium, one of the

parties shall be designated as a "Lead Partner". Every member of the consortium shall be equally responsible and jointly & severally liable for successful completion of the entire project. In case of any issues, Lead partner shall be responsible for all the penalties. A bidder already selected under this EOI cannot be partner in more than one consortium. However, for the purpose of evaluation, Lead Partner must comply to all eligibility criteria.

- (d) a provider of the Service as per the Scope of work outlined in the EOI with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, as applicable to the Scope of Work/Description of Service.

2. must:

- (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- (b) (Including their affiliates or subsidiaries or contractors/ subcontractors for any part of the contract):
- i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its procurement processes; and/ or
 - ii) Not be convicted (within three years preceding the last date of EOI submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
 - iii) Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
 - iv) Not have an association (as a Agency/Service Provider/ partner/ director/ employee in any capacity)
 - of any retired employee (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not

apply if such employees/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

- of the near relations of executives of Prasar Bharati involved in this procurement process

(c) Not have a conflict of interest, which substantially affects fair competition. The EOIs submitted should be competitive without adopting unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other Agency/Service Provider to submit or not to submit an offer for restricting competition

3. must fulfill any other additional eligibility condition, if any, as may be prescribed in EOI Document.
4. must provide such evidence of their continued eligibility to the Prasar Bharati if requested.
5. from certain countries shall be eligible subject to certain conditions as detailed in Clause 4.2 below.

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4.2. Eligibility of Agency/Service Providers from Restricted countries

4.2.1 Restrictions based on Reciprocity

Entities from countries (if so identified in AEOL) as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this EOI process under the Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT). The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT.

4.2.2 Restrictions Based on Land Borders

Orders issued by the Government of India restricting procurement from Agency/Service Providers from certain countries that share a land border with India shall apply to this procurement.

Any Agency/Service Provider from a country that shares a land border with India¹, excluding countries as listed on the website of the Ministry of External Affairs², to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries') shall be eligible to participate in this EOI only if the Agency/Service Provider is registered³ with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Agency/Service Providers shall enclose the certificate in Form 1 - EOI Form.

4.2.3 Compliance with Above Restrictions

- 1) In EOIs for Turnkey contracts, including Works contracts, the successful Agency/Service Provider shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor complies with similar conditions.
- 2) If Agency/Service Provider has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries. In that case, such a vendor must also comply with similar conditions. However, such restrictions shall not apply, if the Agency/Service Provider procures raw material, components, and sub-assemblies from such countries.
- 3) "Agency/Service Provider from such Restricted Countries" means: -

¹<https://mea.gov.in/india-and-neighbours.htm>

²<http://meadashboard.gov.in/indicators/92>

³<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Consultants-15Oct2020.pdf>

- a) An entity incorporated, established, or registered in such a country; or
- b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium/ joint venture where any member falls under any of the above

4) The beneficial owner shall mean:

- a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercising control through other means.

Explanation-

- i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the Company's shares or capital or profits.
- ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- b) In the 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 persons, has ownership of entitlement to more than fifteen percent of capital or profits.
- c) In the 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;
- d) Where no natural person is identified under (1) or (2), or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- e) In the case of a trust, 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.

4.3. Sub-Contractors

Agency/Service Providers may propose to associate sub-contractors for specific parts of the Services provided that the names and details of the sub-contracts are clearly stated in the EOI and provided further that such sub-contractor should not circumvent the eligibility condition laid down above. Persons who are not full-time employees of the Agency/Service Provider shall be considered subcontractors. Nevertheless, the Agency/Service Provider shall solely remain responsible for sub-contracted portions of the Services.

4.4. Joint Venture/ Consortium

In the case where a Agency/Service Provider is or proposes to be a Joint Venture/ Consortium (that is, an association of several firms or companies - hereinafter referred to as JV/C), then it must comply with additional requirements specified below:

1. The JV/C and all members (including non-substantial members) must satisfy all the eligibility requirements set out in this EOI Document; and
2. JV/C and its members must meet the qualification criteria jointly or severally as laid down in Schedule II – Qualification Criteria as relevant for JV/C. Qualification credentials of only substantial members shall be considered, and the qualification of non-substantial members shall not be considered for evaluation. However, Prasar Bharati may lay down minimum qualifications for non-substantial members over and above the qualification criteria in RFP.
3. Subsequently, during the RFP process, JV/C shall have to comply with additional requirements and be required to submit related documents.

4.5. Conflict of Interest

Any Agency/Service Provider with a conflict of interest that substantially affects fair competition shall not be eligible to participate in this procurement process. EOIs found to have a conflict of interest shall be rejected as nonresponsive. Agency/Service Provider shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A Agency/Service Provider in this procurement process shall be considered to have a conflict of interest if the Agency/Service Provider:

- 1) directly or indirectly controls, is controlled by or is under common control with another Agency/Service Provider; or
- 2) receives or has received any direct or indirect subsidy/ financial stake from another Agency/Service Provider; or
- 3) has the same legal representative/ agent as another Agency/Service Provider for purposes of this EOI; or
- 4) has a relationship with another Agency/Service Provider, directly or through common third parties, which puts it in a position to have access to information about or influence

- the EOI of another Agency/Service Provider or influence the decisions of the Prasar Bharati regarding this EOI process; or
- 5) participates in more than one EOI in this EOI process. Participation in any capacity by a Agency/Service Provider (including the participation of a Agency/Service Provider as sub-contractor in another EOI or vice-versa) in more than one EOI shall result in the disqualification of all EOIs in which he is a party. However, this does not limit the participation of a non-bidding firm as a sub-contractor in more than one EOI; or
 - 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm) for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (TOR)/ Activity Schedule/ schedule of requirements or the EOI Document etc) of this EOI process; or
 - 7) has a close business or family relationship with a staff of the Procuring Organisation who:
 - a) are directly or indirectly involved in the preparation of the EOI Document or Terms of Reference of the procurement process and/or the evaluation of EOIs; or
 - b) would be involved in the implementation or supervision of the resulting contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Prasar Bharati throughout the EOI process and execution of the contract.

5. Purchase Preference Policies of the Government

5.1. Purchase Preference in following the RFP process

The Prasar Bharati reserves its right to grant preferences to eligible Agency/Service Providers under various Government Policies/ directives; Start-ups or any other Government Policies, announced from time to time) during the RFP process that shall follow this EOI.

5.2. Relaxation in Prior Turnover and Experience to Start-ups

In this EOI process under the policy of the Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications, the Prasar Bharati reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Prasar Bharati in this regard shall be final. As defined by the Department for Promotion of Industry and Internal Trade (DPIIT), an entity shall be considered a 'Start-up':

1. Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - a) Turnover of the Entity for any of the fiscal years since incorporation/ registration has not exceeded one hundred crore rupees, and
 - b) The Entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
2. Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his EOI a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

6. Downloading the EOI Document; Corrigenda and Clarifications

6.1. Availability of the EOI Document

The EOI Document shall be published on the eProcurement Portal (the Portal). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in AEOL. Unless otherwise stipulated in AEOL, the downloaded EOI Document is free of cost. If the Prasar Bharati happens to be closed on the deadline for submitting the EOIs as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading EOI Document and uploading EOIs on the Portal may be addressed to their Help Desk (contact details given in AEOL).

6.2. Downloading the EOI Document

The EOI Document shall be published and available for download during the period mentioned in AEOL. Agency/Service Providers can obtain the EOI Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the EOI Document, the deadline shall not be extended.

6.3. Clarifications

A Agency/Service Provider may seek clarification of the EOI Document through the eProcurement Portal on or before the date and time prescribed in the AEOL (or, if not mentioned, before seven days of the deadline for the EOI submission). This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained. All such queries shall relate to the EOI Document alone, and

queries related to a detailed analysis of Terms of Reference, payment terms and mode of selection shall only be entertained during the RFP stage. The Prasar Bharati shall respond within five working days of receipt of such a request. The query and clarification shall be shared with all prospective Agency/Service Providers on the Portal. If required, the Prasar Bharati may modify the EOI Document that may become necessary due to the clarification through an Addendum/ Corrigendum issued as per clause 2.4 above.

7. Preparation of EOIs

7.1. EOI Submission Formats:

Agency/Service Providers must fill and submit the EOI in the Formats given in 'EOI Submission Formats'. EOI by the Agency/Service Provider shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the documents in pdf format. Pdf documents should not be password protected. If stipulated in AEOL, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein.

7.2. EOI Validity

1. Unless specified to the contrary in the AEOL, EOIs shall remain valid for a period not less than 60 (sixty) days from the deadline for the EOI submission stipulated in AEOL. An EOI valid for a shorter period shall be rejected as nonresponsive.
2. In case the day upto which the EOIs are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the EOI validity shall automatically be deemed to be extended upto the next working day.
3. In exceptional circumstances, before the expiry of the original time limit, the Prasar Bharati may request the Agency/Service Providers to extend the validity period for a specified additional period. The request and the Agency/Service Providers' responses shall be made in writing or electronically. A Agency/Service Provider may agree to or reject the request. A Agency/Service Provider who has agreed to the Procuring Entity's request for extension of EOI validity, however, in no case he shall be permitted to modify his EOI.

8. Signing and Uploading of EOIs

8.1. Relationship between Agency/Service Provider and eProcurement Portal

The Prasar Bharati is neither a party nor a principal in the relationship between the Agency/Service Provider and the organisation hosting the e-procurement portal (hereinafter called the Portal). Agency/Service Providers must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Agency/Service Providers intending to participate in the EOI must register in the Portal. Agency/Service Providers shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the EOI

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Document, provisions of the Portal shall prevail. Agency/Service Providers may study the resources provided by the Portal for Agency/Service Providers.

8.2. Signing of EOI

The individual signing/ digitally signing the EOI or any other connected documents should submit an authenticated copy of the document(s), which authorises the signatory to commit and submit EOIs on behalf of the Agency/Service Provider in Form 1.1: Agency/Service Provider Information.

8.3. Submission/ uploading of EOIs.

8.3.1 Submission/ Uploading to the Portal

1. Unless otherwise stipulated in the AEOI, EOIs are to be addressed to the Prasar Bharati through the Head of Procurement, Procuring Entity in the Procuring Organisation (headed by the Head of the Procuring Organisation).
2. EOIs must be uploaded on the eProcurement Portal mentioned in the AEOI until the submission deadline. If the office happens to be closed on the deadline to submit the EOIs as specified above, this deadline shall not be extended. Agency/Service Providers must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. EOI submitted through modalities other than those stipulated in AEOI shall be liable to be rejected as nonresponsive. No manual EOIs shall neither be made available nor be accepted for submission (except for originals of scanned copies as per sub-clause below).
3. In the case of downloaded documents, Agency/Service Providers must not make any changes to the contents of the documents while uploading, except for filling in the required information. Otherwise, the EOI shall be rejected as nonresponsive. Uploaded Pdf documents should not be password protected. Agency/Service Providers should ensure the clarity/ legibility of the scanned documents uploaded by them.
4. The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the Agency/Service Providers, shall be taken as the reference time for deciding the closing time of EOI submission. Agency/Service Providers are advised to ensure they submit their EOI within the deadline and time of EOI submission, taking the server clock as a reference, failing which the Portal shall not accept the EOIs. No request on the account that the server clock was not showing the correct time and that a particular Agency/Service Provider could not submit their EOI because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Prasar Bharati shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.
5. Unless otherwise specified in AEOI, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically

submitted sealed in double cover and acknowledgement be obtained before the EOI submission deadline at mentioned venue. Failure to do so is likely to result in the EOI being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Prasar Bharati reserves its right to call for verification originals of all such self-certified documents from the Agency/Service Providers at any evaluation stage, especially from the shortlisted Agency/Service Provider(s), before notifying the shortlist or during the following RFP Process.

6. Agency/Service Provider shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time.
7. All EOIs uploaded by Agency/Service Providers to the Portal shall get automatically encrypted. The encrypted EOI can only be decrypted/ opened by the authorised persons on or after the due date and time. The Agency/Service Provider should ensure the correctness of the EOI before uploading and take a printout of the system-generated submission summary to confirm successful EOI upload.

8.3.2 Implied acceptance of procedures by Agency/Service Providers

Submission of EOI in response to the EOI Document is deemed to be acceptance of the e-Procurement and procedures and conditions of the EOI Document.

8.3.3 Responsibility of Agency/Service Provider to declare all changes

Agency/Service Providers must advise the Prasar Bharati immediately in writing of any material change to the information contained in the EOI submission, including any substantial change in their ownership or their eligibility or financial or performance capacity. For shortlisted Agency/Service Providers, this requirement applies until a contract is awarded in the following RFP process.

8.3.4 Late EOIs

The Agency/Service Provider shall not be able to submit his EOI after the expiry of the deadline for the EOI submission (as per server time).

8.4. Modification, Resubmission and Withdrawal of EOIs

8.4.1 Modification & Resubmission

Once submitted in e-Procurement, Agency/Service Providers cannot view or modify their EOI since it is locked by encryption. However, resubmission of the EOI by Agency/Service Providers for any number of times superseding earlier EOI(s) is allowed upto the submission deadline. Resubmission of an EOI shall require uploading of all documents afresh. The system shall consider only the last EOI submitted.

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8.4.2 Withdrawal

The Agency/Service Provider may withdraw his EOI before the submission deadline, and it shall be marked as withdrawn and shall not get opened during the EOI opening.

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9. EOI Opening

EOIs received shall be opened online at the specified date and time given in AEOL. EOIs cannot be opened before the specified date & time, even by the Tender Inviting Authority, the Procurement Officer, or the Publisher. If the specified date of EOI opening falls on or is subsequently declared a holiday or closed day for the Procuring Entity, the EOIs shall be opened at the appointed time on the next working day.

10. Evaluation of EOIs and Award of Contract

10.1. General norms

10.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Agency/Service Providers in its/ his EOI and other allied information deemed appropriate by Procuring Entity. Evaluation of EOIs shall be based only on the criteria/ conditions included in the EOI Document.

10.1.2 Clarification of EOIs and shortfall documents

1. During the evaluation of EOIs, the Prasar Bharati may, at its discretion, but without any obligation to do so, ask Agency/Service Providers to clarify its EOI by a specified date (or, if not specified, seven days from the date of receipt of such request). Agency/Service Providers should answer the clarification within that specified date. The clarification request and response shall be submitted in writing or electronically. No change in the substance of the EOI shall be sought, offered, or permitted that may grant any undue advantage to such Agency/Service Provider. Any clarification submitted by a Agency/Service Provider regarding its EOI that is not in response to a request by the Purchasing Entity shall not be considered.
2. If discrepancies exist between the uploaded scanned copies and the Originals submitted by Agency/Service Providers, the original copy's text shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity. The EOI shall be liable to be rejected as nonresponsive in addition to other punitive actions under the EOI Document for violating the Code of Conduct.
3. The Prasar Bharati reserves its right to but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the EOI Opening and which have not undergone change since then and do not grant any undue advantage to any Agency/Service Provider. There is a provision on the Portal for requesting Short-fall documents from the Agency/Service Providers. The system allows taking the shortfall documents from Agency/Service Providers only once after the EOI opening.

10.1.3 Contacting Prasar Bharati during the evaluation

From the time of EOI submission to awarding of the contract, no Agency/Service Provider shall contact the Prasar Bharati on any matter relating to the submitted EOI. If a Agency/Service Provider needs to contact the Prasar Bharati relating to this EOI, it should do so only in writing or electronically. Any effort by a Agency/Service Provider to influence the Prasar Bharati during the EOI process shall be construed as a violation of the Code of Integrity, and EOI shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of the Code of Integrity as per the EOI Document.

10.2. Evaluation of EOIs

In evaluating the EOI, conformity to the eligibility and qualification criteria to those in the EOI Document is ascertained. Additional factors incorporated in the EOI Document shall also be considered in the manner indicated therein.

10.2.1 Determining Responsiveness

Only substantively responsive EOIs shall be evaluated for shortlisting. A substantively responsive EOI is complete and conforms to the EOI Document's essential terms and conditions. Unless otherwise stipulated in the AEOI, the following are some of the crucial aspects for which an EOI shall be rejected as nonresponsive:

1. The EOI is not in the prescribed format or is not submitted as per the stipulations in the EOI Document.
2. The Agency/Service Provider is not eligible to participate in the EOI as per laid down eligibility criteria;
3. The EOI validity is shorter than the required period.
4. The EOI departs from the essential requirements stipulated in the EOI document;
5. Non-submission or submission of illegible scanned copies of stipulated documents/ declarations if any
6. fails to provide and/ or comply with the required information, instructions etc., incorporated in the EOI Document or gives evasive information/ reply against any such stipulations.
7. furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the EOI as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the EOI Document for violating the Code of Integrity.

10.2.2 Evaluation of eligibility

Prasar Bharati shall determine, to its satisfaction, whether the Agency/Service Providers are eligible as per Clause 4 above to participate in the EOI Process as per submission in 'Form 1.2: Eligibility Declarations'. The eligibility evaluation shall be on a "pass" or "fail" basis. A Agency/Service Provider must achieve a "pass" on all the criteria to proceed to the next



step. Any Agency/Service Provider not achieving a 'pass' in any of the eligibility criteria shall be disqualified and shall not be evaluated further. EOIs that do not meet the prescribed eligibility criteria shall be rejected as nonresponsive.

10.2.3 Evaluation of Qualification Criteria

Prasar Bharati shall determine, to its satisfaction, whether the Agency/Service Providers are qualified and capable in all respects to be shortlisted (subject to dispensation if any, for Start-ups, as per clause 5.2 above), as per submission in Form 2 and its sub-forms. Key Experts shall not be evaluated at the shortlisting stage. The determination shall not consider the qualifications of other firms such as the Agency/Service Provider's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Agency/Service Provider. These qualification criteria and their evaluation are for the shortlisting process only. Prasar Bharati reserves its right to add/ vary the qualification criteria and re-examine them during the RFP process that would follow this EOI.

10.2.4 Presentations

After examining the EOI, some or all the Agency/Service Providers may be asked to make presentations of their proposals, concept, qualifications and experience. The Agency/Service Provider shall bear all costs associated with the presentation desired by the Procuring Entity. Prasar Bharati shall not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.

10.2.5 Declaration of Shortlisted Agency/Service Providers

EOIs of Agency/Service Providers that succeed in the above evaluation shall be shortlisted. However, a short listing of Agency/Service Providers should not be construed as a contract for the proposed assignment. The name and address of the shortlisted Agency/Service Provider(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity. All Agency/Service Providers shall be advised about shortlisting of their EOIs or otherwise, without disclosing the comparative position of their EOIs with that of others. Shortlisted Bidders must not advertise or publish the same in any form without the prior written consent of the Procuring Entity.

10.2.6 Verification of Original Documents

Before notifying the shortlist of Agency/Service Providers, the Prasar Bharati may, at its discretion, ask Agency/Service Providers to submit for verification the originals of all such documents whose scanned copies were submitted online along with the EOI. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records. If the Agency/Service Provider fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such EOI shall be liable to be rejected as nonresponsive in addition to other punitive actions for violating the Code of Conduct.

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(Chishu M. Karan)

10.3. Publication of RFP following this EOI

The Prasar Bharati shall publish a Request for Proposal (RFP) addressed exclusively to shortlisted Agency/Service Providers for the following procurement process through the eProcurement Portal. Procuring Entity/ the Portal may issue notification/ alerts to such Agency/Service Providers but without any liability. It shall be the responsibility of such Agency/Service Providers to be on the lookout for the RFP on the Portal. Nothing in this EOI shall impair the Procuring Entity's right to issue 'Open RFP' for the subject Consultancy Services, even after notifying the shortlist. During the RFP process, the Prasar Bharati reserves its right to elaborate further on the brief overview of the proposed procurement/scope of work, qualification Criteria and any other terms & conditions, even if these are at variance with this EOI Document. Shortlisted Agency/Service Providers shall have no claim in this regard.

11. Grievance Redressal / Complaint Procedure

1. Agency/Service Providers have the right to submit a complaint or seek de-briefing if he is not shortlisted in this EOI process, in writing or electronically, within ten days of declaration of EOI evaluation results. The complaint shall be addressed to the Head of Procurement.
2. Within five working days of receipt of the complaint, the Tender Inviting Authority shall acknowledge the receipt in writing to the complainant, indicating that it has been received. The response shall be sent in due course after a detailed examination.
3. The Tender Inviting Authority shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating EOIs before the results are notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
 - a) Only a Agency/Service Provider who has participated in the EOI Process and has not been shortlisted can make such a representation. Complaints regarding shortlisting or exclusion of other Agency/Service Providers shall not be entertained.
 - b) Following decisions of the Prasar Bharati shall not be subject to review:
 - i) Determination of the need for procurement.
 - ii) Complaints against eligibility and qualification criteria except under the premise that they are either vague or too specific to limit competition
 - iii) Selection of the mode of procurement or Bidding system
 - iv) Choice of the selection procedure.
 - v) Provisions limiting the participation of Agency/Service Providers in the EOI Process, in terms of policies of the Government

- vi) Provisions regarding purchase preferences to specific categories of Agency/Service Providers in terms of policies of the Government
- vii) Cancellation of the EOI Process except where it is intended to subsequently re-tender the same Services

12. Code of Integrity in Public Procurement, Misdemeanors and Penalties:

Code of Integrity and penalties for violation thereof as detailed in Rule 175 and Rule 151 of the General Financial Rules⁴, 2017 (and its amendments, if any) of the Govt of India, Ministry of Finance, Department of Expenditure shall apply to this EOI process. Procuring authorities, Agency/Service Providers, suppliers, contractors, and Agency/Service Providers should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, during the entire procurement Process (including this EOI) or the execution of resultant contracts.

Note: For further details, please refer to appended AEOL.

Digitally Signed by

Tender Inviting Authority (TIA)

[Insert Name, Designation, and contact details of Tender Inviting Authority]

⁴https://www.doe.gov.in/sites/default/files/GFR2017_0.pdf

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Appendix to EOI Document (AEOI)

Expression of Interest Document No. EOI/ xxxx; Tender Title: Development of TV Tower at Pitampura

1.0 Basic EOI Details			
Tender Title	Expression of Interest for Development of TV Tower at Pitampura, New Delhi		
Tender Reference Number	EOI/ xxxx	Tender ID	[Fill]
Tender Type	[Expression of Interest]	Tender Category	[Services]
No. of Covers	Single Cover	Product Category	Contract Service
Procuring Organisation:	Prasar Bharati	The Procuring Entity: TBD by Purchase	Procuring Entity
Authority on whose behalf EOI is invited	CEO	Through the ADG(Procurement)	Head of Procurement
Tender Inviting Authority (TIA)	[Fill] TBD by Purchase	Address TBD by Purchase	[Fill] TBD by Purchase
2.0 Critical Dates (Clause 6; 7; 8, and 9)			
Published Date	[Fill up]	EOI Validity (Days from the date of EOI Opening) – EOI Document's Clause 7.2	[fill up both periods (default 60 days) in days and the calculated date]
Document Download Start Date & Time	[Normally start of business on the day after publishing]	Document Download End Date & Time	[Normally up to a few hours/ one day before the time of EOI Opening]
Clarification Start Date & Time	[Normally start of business on the day after publishing]	Clarification End Date & Time	[Normally not later than seven days before the EOI submission deadline, to give time to the Prasar Bharati for a response]
EOI Submission Start Date & Time	[Normally start of business on the day after publishing]	EOI Submission Closing Date & Time	[Normally up to a few hours/ one day before the time of EOI Opening]

Time	<i>publishing]</i>	<i>EOI Opening]</i>
EOI Opening Date & Time	<i>[Please allow enough time for Agency/Service Providers to prepare responsive EOIs, depending on the documents and details required to be submitted]</i>	
3.0 Eligibility and Qualification Criteria (2.3.3, 4.1 to 4.5, 10.2.1 and Schedule II)		
Nature of Agency/Firm/Agency/Service Providers eligible	<ul style="list-style-type: none"> • Qualification Criteria : para 2.3.3 and Schedule II • Eligibility Criteria : Para 4.1 to 4.5 	
Any additional Eligibility or responsiveness Criteria	Para 10.2.1	
4.0 Obtaining the EOI Document and clarifications (EOI Document's Clause 6)		
eProcurement Portal and helpdesk for Document availability and submission	https://eprocure.gov.in/eprocure/app	Phone No Email id
	<i>[Fill in your organisation's portal URL and helpdesk if EOI Document download/ submission facility is also provided there]</i>	
Cost of EOI Document (INR)		
Office/ Contact Person/ email for clarifications		
5.0 Pre-EOI Conference (Clause 2.5)		
Is a Pre-EOI Conference proposed to be held?	Yes	
Place, time, and date of the Pre-EOI Conference	<i>[Fill if it is 'Yes' above and delete the row if it is 'No' above. If only a video-conference is to be held, then mention this fact along with credentials of the meeting, e.g., Meeting Link; Meeting Number and Password]</i>	
Place, time, and date before which Written queries for the Pre-EOI conference must be received	<i>[Fill if it is 'Yes' above and delete the row if it is 'No' above. Please mention if queries are to be entertained only through the eProcurement Portal]</i>	
Place, time, and date before which registration of participants	<i>[Fill if it is 'Yes' above and delete the row if it is 'No' above]</i>	

for the Pre-EOI conference must be received	
6.0 Preparation and Submission and Opening of EOIs (Clause 7 and 8)	
EOIs to be Addressed to	Prasar Bharati, Through Head of Procurement, Procuring Entity
Instructions for Online EOI Submission	[https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page]
EOI Opening Place	[On e-procurement portal(s) mentioned above]
7.0 Physical submission of Originals/Self-attested copies of Originals of Scanned Documents uploaded (Clause 8.3)	
Physical documents required/ permitted to be submitted	[No]
List of Documents to be submitted physically	[Fill if it is 'Yes' above and delete the row if it is 'No' above]
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents	[Fill (usually same as the deadline for the EOI submission, to avoid Agency/Service Providers playing an anti-competitive game) if it is 'Yes' above and delete the row if it is 'No' above]
Address of Physical Submission of Originals	[Fill (Usually same as TIA above) if it is 'Yes' above and delete the row if it is 'No' above]

Schedule: Terms of Reference (TOR)

EOI Document No. EOI/ xxxx; Tender Title: Development of TV Tower at Pitampura

(Ref Clause 2.3)

Terms of Reference

1. Background of Prasar Bharati and Services and impact on Procuring Organisation's performance/ objectives;

Prasar Bharati, India's Public Service Broadcaster, was established under the Prasar Bharati Act, 1990, and came into existence on 23rd November 1997. Its mandate is to organize and conduct public broadcasting services in the country -- to inform, educate and entertain, and to ensure balanced development of broadcasting on radio and television. Over the years it has worked tirelessly to fulfill its statutory mandate as enshrined in the Prasar Bharati Act. Akashvani (All India Radio -- the radio network) and Doordarshan (the Television network) are its constituents. Doordarshan and All India Radio have played a catalytic role in the development of the nation. The contributions made by radio and television in almost every sphere -- agriculture, industrial growth, education, health care, immunization, emancipation of women, strengthening of grassroots governance and democratization process -- are well recognized. The broadcast networks safeguard citizens' rights to be informed freely and objectively on matters of Public interest, national and international, and facilitate a fair and balanced flow of information including divergent views without promoting any ideology. The organization strives to uphold the unity and integrity of the country and the values enshrined in the Constitution. Focused attention is given to cultural diversity and languages, rural development, environment, family welfare and science and technology.

Pitampura TV Tower is a 241 -metre tall television tower, built in 1988, with two observation decks that is located in the Pitampura of New Delhi, India. It is the tallest structure in Delhi. Pitampura TV Tower Complex houses many broadcasting infrastructure for Doordarshan, All India Radio and Private FM broadcasters.

2. Purpose and Service Outcomes Statement

Prasar Bharati is planning to develop TV Tower at Pitampura, New Delhi into a tourist attraction through innovative dynamic lighting of the façade of TV tower and providing controlled access of the two decks of the TV tower as observatory/viewing gallery to public through PPP model. Prasar Bharati also will earn revenue through revenue sharing basis and license fee.

3. Short Description of Services and Broad Scope of Services:

- a) Develop TV Tower at Pitampura into tourist attraction which will involve following activities but not limited to:
 - i) Development of TV tower and TV Complex for innovative and dynamic lighting of TV Tower façade for tourist attraction.
 - ii) Development and strengthening of Observation deck of TV Tower.
 - iii) Development of Controlled access for the tourist and tourist area.
 - iv) All Mandatory regulatory permission from State and Central Authorities for the above work.
 - v) Augmentation and maintenance of Services like electricity and water supply etc.
 - vi) Security related activities and associated services
 - vii) Safety Audit of Tower and associated infrastructure from Reputed Institute like IITs at the start of service.
 - viii) Maintenance and operation of the TV Tower and Complex for the public access. Visitors shall have a separate access to the visitor lobby for access to the tower and tower observation deck. Tourist access area is to be clearly demarcated and remaining TV Tower Complex area out of bound for tourist
 - ix) Any other related activity.
- b) Prasar Bharati shall provide the facilities at TV Tower Pitampura however all the expenditure (Capital and Operating) shall be borne by the Agency/Service Provider
- c) TV Tower shall continue to be utilized for broadcasting purpose and there is no alienation of tower or land
- d) Prasar Bharati shall have priority access to all the areas and in case of unforeseen situation all the areas demarcated for tourist shall be vacated as per the Prasar Bharati advisory.
- e) Broad Guidelines for Dynamic Lighting :Apart from technical and other regular consideration following guidelines shall be considered:
 - i) The lighting shall take into consideration the energy foot print (energy consumption) as well as safety aspects (including fire safety).
 - ii) Due importance shall be taken with regard to Serviceability and maintainability of the installed system
 - iii) The illumination should be taken up for maximum visibility and to enhance the Tower
 - iv) Light pollution from exterior and façade lighting should be reduced to increase night sky access and enhance nocturnal environment.

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f) Incidental Goods, Works or other Services required, if any:

Key Experts Required:

The firm shall have key experts having experience in

- i) Planning/ Designing/Developing similar dynamic lighting of towers/ high rise structure/ Heritage Building/ monuments etc. and Maintaining such structures
- ii) Developing and monetising Heritage Building/sites/ Park/ Monuments/Theme Park into tourist attraction

4. Form of Bill of Quantity(BOQ)/ Contract –

a) Expenditure forecast for:

- i) Planning, Designing and Development and allied activities for Innovative dynamic façade lighting of TV tower and complex.
 - ii) Electrical and Civil requirement for Development of TV tower including customization and upgradation of Lift, Lift lobby, Observation deck and associated structures and complex
 - iii) Development of Controlled access for the tourist and tourist area. A provision for separate entry/ exit, parking facility and emergency exit without disturbing the broadcasting operation and technical infrastructure of TV Tower Complex.
 - iv) All Mandatory regulatory permission from State and Central Authority like Fire, Security, Safety, MCD, traffic, Civil Aviation etc. The bidder will be responsible for the entire safety and security of the tower, staff, material deployed by him for the work.
 - v) Augmentation of Services like electricity and water supply etc.
 - vi) All the machinery, equipments and manpower for carrying out work will be provided by the bidder.
 - vii) Security and other services.
 - viii) Safety Audit of Tower and associated infrastructure from Reputed Institute like IITs at the start of service.
 - ix) Any other item.
- b) The expected average footfall as per your assessment.
 - c) Cost of tickets to be charged at entry.
 - d) Other source of revenue generation with expected figures.
 - e) Expenditure forecast for operation and maintenance TV Tower including manning, security, safety, firefighting measures ticketing, housekeeping, development & maintenance of gardens with surrounding area, interactive

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models, maintenance of building and electrical appliances, maintenance of lift, observation deck and other recurring cost of electricity and water etc.

- f) Any other misc activities if any
- g) **Total expenditure Forecast for the entire Project**

5. **Special terms and conditions for outsourcing:**

- a) Prasar Bharati shall provide the facilities at TV Tower Pitampura however all the expenditure (Capital and Operating) shall be borne by the Agency/Service Provider.
- b) TV Tower shall continue to be utilized for broadcasting purpose and there is no alienation of tower or land.
- c) Revenue to be shared with PB with minimum guarantee.
- d) Annual license fee to Prasar Bharati to be provided.

6. **Proposed Business model and proposal**

7. **Annual license fee to be deposited to Prasar Bharati**

8. **Contract period.**

9. **Timeline: To be quoted by Agency/Service Provider.**

10. **Any other.**

11. **Deliverables/ Outcomes and Timelines (frequency) thereof: [including Know-how transfer/ training, reports/ reporting, Milestones]**

12.

Sl No.	Description	Deliverables	Outcomes	Timelines
1.	For Dynamic Lighting			
2.	For Observatory Deck and Lighting			
3.	Security & Safety			
4.	Mandatory Regulatory Permissions			
5.	Tourist area development			
6.	Any Other Activities			

13. **Performance Targets/ Key Indicators for measuring impact, if feasible:**

14. **Facilities and Utilities to be provided by Prasar Bharati to Agency/Service Provider at Site:**

- a) Access to the TV Tower and associated area
- b) Electricity and Water shall be provided on chargeable basis

15. Statutory and contractual obligations to be complied with by the Agency/Service Provider:

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Schedule II: Qualification Criteria

EOI Document No. EOI/ xxxx; Tender Title: Development of TV Tower at Pitampura

(Ref Clause 2.3)

1.
 - a. Agency/Service Providers shall have experience in following services in the last five years ;
 - i. Planning, Designing and Development for Innovative dynamic façade lighting of Towers / High Rise Structures of at least 60 meters /high rise structures/Heritage Monuments building ; and
 - ii. Developing (i) above into tourist attraction and monetizing it
 - b. Agency/Service Providers may associate with other firms to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected in the RFP stage.
- i) The Bidder shall submit copies of Work Orders, Completion and satisfactory performance Certificates in support of their experience claims. Only works of Govt/PSU/Autonomous bodies under Govt. Sector of any country shall be considered.
- ii) The works which have been completed during the period mentioned above, though may have commenced earlier, shall be considered for experience purposes.
- iii) For considering experience of the bidder, out of its experience as JV, its own works in the JV shall be considered with relevant evidence/certificates.
2. *Note for Agency/Service Providers: Regarding this Schedule, Agency/Service Providers shall submit the following forms:*
 16. Form 2: Qualification Criteria - Compliance
 17. Form 2.1: Performance Capability Statement
 18. Form 2.2: Non-performance, Litigation Statement
 19. Form 2.3: Financial Capability Statements
3. Relevant date when the specified period ends for different supporting reports shall be:
 1. For all annual reports, the periods mentioned end with the financial [31st March - mention the year].
 2. For other statements, the periods mentioned end on the month before the last date of EOI submission.

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4.

<p>Similar Assignments for Qualification Criteria would be:</p>	<p>i. Providing and maintaining Innovative Dynamic lighting/ Fixed LED lighting of high rise structures of at least 60 meters, Government Buildings, Heritage Building/sites; and</p> <p>ii. Developing and monetising Heritage Building/sites/ Park/ Monuments/Theme Park into tourist attraction</p>
<p>Criteria 1 General and Similar Experience:</p> <p>Agency/Service Providers must have at least 5 years' experience in Providing Services as mentioned at Sl no1 of Schedule II</p> <p>During the last 5 years,—Assignments completed or substantially completed should be:</p> <ul style="list-style-type: none"> a) One assignment of 80% of payment received; and b) Two assignments of 60% of payment received; and c) Three assignments of 40% of payment received. <p>Note: Assignment experience certificate from the public sector or from public listed company/private company/Trusts having annual turnover of Rs 200 crore and above subject to the same being issued from their Head office by a person of the Company duly enclosing his authorisation by the Management for issuing such credentials. A certificate from a private individual shall not be accepted.</p>	<p>Submission Form</p> <p>Form 1.1: Agency/Service Provider Information</p> <p>Form 2.1: Performance Capability Statement.</p>
<p>Criteria 2 - Non-performing Contracts and Litigation:</p>	<p>Submission Form</p>

Agency/Service Provider shall furnish documentary evidence to demonstrate that.	Form 2.2: Non-performance, Litigation Statement
i) Non-performance of a contract has not occurred within the last 3 years, based on all fully settled disputes or litigation information. ii) Financial implications of all pending litigation shall not exceed 10 % of the Agency/Service Provider's net worth.	
Criteria 3 - Financial Capability	Submission Form
<i>Note: Agency/Service Provider shall furnish documentary evidence to demonstrate his current Financial Capability and demonstrate it as per the following sub-criteria.</i> i) Turnover: Minimum average annual turnover of at least Rs. 100 Crores, at least 50% of which should be from Similar Service Contracts, calculated as total certified payments received for contracts in progress or completed within the 5 years., and ii) Financial Liquidity: Access to Funds: Agency/Service Provider should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, of Rs 10 Crore net of applicant's commitments in this period for other contracts.	Form 2.3: Financial Capability Statements
Qualification criteria (except for non-performing Contracts and Litigation) in the table above can be relaxed upto 20 % for start-ups subject to meeting the quality and technical specifications during the RFP.	Form 1.2

Note to Agency/Service Provider:

- The audited balance sheet and/or banking reference certified by a chartered accountant with stamp, signature and UDIN number shall be submitted by the Agency/Service Provider along with the EOI. Banking reference (from a Scheduled Bank in India, and it should not be more than three months old as on the date of EOI submission) should contain in clear terms the amount that the bank shall be able to lend for this assignment to the Agency/Service Provider/ member of the Joint Venture/ Consortium. If the Current Net Assets (as seen from the Balance Sheets) are negative, only the Banking references shall be considered. Otherwise, the aggregate of the Current Net Assets and submitted Banking references shall be considered for working out the Liquidity. Failure to submit any of the two documents

as evidence of financial capacity may result in the rejection of the EOI. The statement must be counter-signed by an authorised representative of the Agency/Service Provider.

2. If a joint venture or other association submits the bid. In that case, all parties in the Joint Venture/Consortium must submit their financial statements, in order of the partner's significance in the partnership, greatest to least. The figures for each of the members of a joint venture/ Consortium (JV/C) shall be added together to determine the Bidder's compliance with the minimum qualifying criteria; however, for a JV/C to qualify, the Lead member must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement shall result in the rejection of the JV/C's bid.
3. In the case of Criteria 1 (b), Nonperforming Contracts and Litigation is not mandatory for any member of JV/C if the contract relates to a JV/C in which he was a member with less than 20% participation.
4. Agency/Service Providers having Start-up company status can claim relaxation for eligibility criteria mentioned in the table above, provided a valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India is enclosed with the EOI.

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Form 1: EOI Form(Covering Letter)

(Ref Clause 2.3)

(To be submitted with supporting documents, if any)

(On Agency/Service Provider's Letter-head)

(Strike out alternative phrases not relevant to you)

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

To

The _____, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: Your EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Sir/ Madam

Having examined the above mentioned EOI Document, we, the undersigned, hereby submit/ upload our Expression of Interest (EOI) for the performance of Services in conformity with the said EOI Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) About us:

We M/s _____, hereby certify that We are a firm of proven, established, and reputed Agency/Service Provider having required Experience, Past performance, Personnel, and Financial capability, with offices at _____.

2) Our Eligibility and Qualifications to participate:

We comply with all the eligibility criteria stipulated in this EOI Document, and the relevant declarations are made along with documents in Form 1.2 of this EOI-Form. We fully meet the qualification criteria stipulated in this EOI Document, and the relevant details are submitted along with documents in Form 2: 'Qualification Criteria -

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Compliance' and its sub-forms. We authorise the Prasar Bharati to contact our Banker to seek references and clarifications.

3) Affirmation of terms and conditions of the EOI Document:

We have understood the complete terms and conditions of the EOI Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the EOI Document.

4) Abiding by the EOI Validity

We agree to keep our EOI valid for acceptance for a period upto -----, as required in the EOI Document, or for a subsequently extended period, if any, agreed to by us.

5) Non-tampering of Downloaded EOI Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded EOI Formats. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the EOI Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our EOI are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. Upon our successful shortlisting, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals and self-certified copies of all such certificates, documents, and affidavits/ undertakings.

6) Signatories:

We confirm that we are duly authorised to submit this EOI and make commitments on behalf of the Agency/Service Provider. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitised signature is valid and legally binding.

7) Rights of the Prasar Bharati to Reject EOI(s):

We understand that you are not bound to accept the highest or any EOI you may receive against your above-referred EOI Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorised to sign EOI for and on behalf of

[name & address of Agency/Service Provider and seal of Company]

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Form 1.1: Agency/Service Provider Information

(Ref Clause 2.3)

(To be submitted as part of EOI)

(On Company Letter-head)

(Along with supporting documents, if any)

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Note: Agency/Service Provider shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Agency/Service Provider shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Agency/Service Provider's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such EOIs shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the EOI Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Agency/Service Provider/ Contractor particulars:

a) Name of the Company:	
b) Corporate Identity No. (CIN):	
c) Registration, if any, with The Procuring Entity:	
d) Date of incorporation/ start of business:	
e) Place of Registration/ Principal place of business":	
f) Number of Years in Business:	
g) Number of Years in providing Consultancy Services:	
h) Company Website URL:	
i) Complete Postal Address:	
j) Pin code/ ZIP code:	
k) Telephone nos. (with country/ area codes):	
l) Mobile Nos.: (with country/ area codes):	

m) Contact persons/ Designation:	
n) Email IDs:	
o) PAN Number:	
p) GSTIN No:	

(In case of JV/C, repeat these details for all members)

Submit documents to demonstrate eligibility as per EOI Document's Clause 4 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarised and certified copy of its Registration; In case of JV, letter of intent to form JV or JV agreement and in case of Society – its Byelaws and registration certificate of the firm.

2) Authorisation of Person(s) signing the EOI on behalf of the Agency/Service Provider

a) Full Name: _____

b) Designation: _____

c) Signing as:

☐ A sole proprietorship firm. The person signing the EOI is the sole proprietor/ constituted attorney of the sole proprietor,

☐ A partnership firm. The person signing the EOI is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

☐ A company. The person signing the EOI is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.

☐ A Society. The person signing the EOI is the constituted attorney.

☐ A Joint Venture/ Consortium. The person signing the bid is the designated lead member, as named in the JV/C agreement/ MOU or similar document in connection with the formation of the JV/C or are all future proposed members, in case (JV/C) has not been legally constituted at the time of bidding.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

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3) Agency/Service Provider's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorised to sign EOI for and on behalf of

[name & address of Agency/Service Provider and seal of Company]

DA: As above

(Handwritten signatures and marks)

Form 1.2: Eligibility Declarations

(Ref EOI Document's Clause 2.3)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

(Along with supporting documents, if any)

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

[Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Agency/Service Provider)

We hereby confirm that we comply with all the stipulations of EOI Document's Clause 4.1 of the EOI Document and declare as under and shall provide evidence of our continued eligibility to the Prasar Bharati as and when it may be requested:

2. **Legal Entity of Agency/Service Provider (in reference to EOI Document clause 4.1:**
_____ relevant documents enclosed)
3. **Eligibility:** We solemnly declare that we (including our affiliates or subsidiaries, or constituents):
 - (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - (b) (including our affiliates or subsidiaries, or constituents for any part of the assignment):
 - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its procurement processes; and/ or

- ii) Are not convicted (within three years preceding the last date of EOI submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for offences mentioned in EOI Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- (c) Do not have any association (as Agency/Service Provider/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the EOI Document.
- (d) We certify that we fulfill any other additional eligibility condition if prescribed in EOI Document.
- (e) We have no conflict of interest, which substantially affects fair competition. The quoted prices are competitive without adopting unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other Agency/Service Provider to submit or not to submit an EOI to restrict competition.
- (f) We certify that we are not an entity from a country identified to restrict Agency/Service Providers from India from participation in their Government Procurements as per EOI clause 4.2.1

4. Restrictions on procurement from Agency/Service Providers from a country or countries or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a Agency/Service Provider of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) *we shall not subcontract any assignment to a contractor from such countries unless such contractor is registered with the Competent Authority.*

5. Start-up Status:

We confirm that we are (Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT) enclosed herewith)/ are not a Start-up entity as per the Department of Promotion of Industrial and Internal Trade – DPIIT.

6. Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties.

.....
(Signature with date)

.....
(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....
[name & address of Agency/Service Provider and seal of Company]

DA: As in Sr 1 to 5 above, as applicable

[Handwritten signatures and marks]

Form2: Qualification Criteria- Compliance

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of EOI)

(Along with supporting documents, if any)

(On Company Letter-head)

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

Note to Agency/Service Provider: Furnish stipulated documents supporting the fulfillment of qualifying criteria. The list below is indicative only. You may attach more documents as required. Non-submission or incomplete submission of documents may lead to rejection of the EOI as nonresponsive. Also, highlight deviations from Section VIII: Qualification Criteria in this Form.

Summary of Response to Qualification Criteria

Criteria 1 –General and Similar Experience:	Quantum as detailed in Sub-forms
a) The number of years of our experience in Providing and maintaining Innovative Dynamic lighting of high rise structures, Government Buildings, Heritage Building/sites; (see Form 1.1):	
b) The number of years of our experience in developing areas into tourist attraction	
c) In the specified period (as per Schedule II: Qualification Criteria),the number of assignments completed or substantially completed by us is (see Form 2.1):	
d) In the specified period, out of Assignments mentioned above, the number of Similar assignments (as per Schedule II: Qualification Criteria) are (see Form 2.1):	
Criteria 2- Non-performing Contracts and Litigation:	
a) During the specified period (as per Schedule II: Qualification	

Criteria), Non-performing Contracts are(see Form 2:2):	
b) During the specified period (as per Schedule II: Qualification Criteria) value of all pending litigation as a percentage of our net worth is (see Form 2.3.1 and 2.2):	

James

MM

Chavez

LC

d

for

for

Criteria 3 - Financial Capability	Quantum as detailed in Sub-forms
a) Average Turnover: During the specified period (as per Schedule II: Qualification Criteria): i) Average Total Turnover (see Form 2.3.2) ii) Average Turnover from Services(see Form 2.3.2)	
b) Financial Liquidity: iii) Overall quarterly cash flow requirements for our current commitments are(see Form 2.3.4): iv) Our access to cash-flow is(see Form 2.3.3):	

Note: Agency/Service Providers shall provide evidence of their continued qualification to perform the Services (including any changes in their litigation history) in a manner satisfactory to the Procuring Entity, as the Prasar Bharati may reasonably request at any stage during the RFP process that would follow this EOI.

.....
(Signature with date)

.....
(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....
[name & address of Agency/Service Provider and seal of Company]

DA: As above, if any

Amel S.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Form 2.1: Performance Capability Statement

Statement of Performance of Services (During Period Specified in Schedule II: Qualification Criteria) and Outstanding Current Assignments
(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of EOI)

(On Company Letter-head)

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date

Note to Agency/Service Provider: Agency/Service Provider or member of a Joint Venture/Consortium (JV/C) must fill in this Form to prove conformance to Criteria 1 –General and Similar Experience. Mention contracts in which a Agency/Service Provider or a member of a JV/C is or has been a party, whether as a Agency/Service Provider, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to highlight your past performance. Add additional details not covered elsewhere in your EOI in this regard. Statements and Documents may be mentioned/ attached here.

(Signature with date)

(Name and designation)

Duly authorised to sign EOI for and on behalf of

Mention Sector, Scope, Activities/ Methodology, Other Characteristics of such contract to prove similarity

[Handwritten signatures]

[name & address of Agency/Service Provider and seal of Company]

DA: Performance records/ contracts

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

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Form 2.2. Non-performance, Litigation Statement

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

Note to Agency/Service Providers: Fill this Form for the Agency/Service Provider and each member of a joint venture or other association that is a party to the Agency/Service Provider to highlight conformance to Criteria 1(b): Nonperforming Contracts and Litigation. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your EOI in this regard.

Non-Performing Contracts as per Criteria 1 (b) Section VIII, Qualification Criteria

1. Contract non-performance did not occur during the five years before the deadline for the EOI submission as per the above criteria

Or

2. Contract(s) not performed during the five years before the deadline for the EOI submission as per the above criteria are listed below

Year	Non performed a portion of the contract	Contract Identification	Total Contract Amount
------	---	-------------------------	-----------------------

[insert year]	[insert amount and percentage]	<p>Contract identification: [indicate complete contract title, number, and any other identification]</p> <p>Name of institution: [insert full name]</p> <p>Address of institution: [insert street/city/country]</p> <p>Reason(s) for non-performance: [indicate main reason(s)]</p>	[insert amount]
---------------	--------------------------------	---	-----------------

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Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Prasar Bharati could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Agency/Service Provider in a manner that may adversely affect the Agency/Service Provider's ability to satisfy any of its obligations under the contract as per Schedule II. Qualification Criteria

Note: Agency/Service Provider and each member of a Joint Venture/Consortium making up a Agency/Service Provider must complete this table

1. No Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes in the last five years Or
2. current and past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes in the last five years:

Year	Matter in Dispute	Contract Identification	Value of Award (Actual or Potential) Against Agency/Service Provider
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

.....
(Signature with date)

.....
(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....

[name & address of Agency/Service Provider and seal of Company]

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Form 2.3 Financial Capability Statements

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date _____

Note to Agency/Service Providers: Fill out this Form for the Agency/Service Provider and each member of a joint venture or other association that is a party to the Agency/Service Provider to highlight conformance to Criteria 3: Financial Capability. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your EOI in this regard.

Form 2.3.1: Financial Statements and Ratios

Note: Each Agency/Service Provider or member of a Joint Venture/Consortium making up a Agency/Service Provider must fill in this Form.

Financial Data for Previous Three (3) Years			
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Working Capital			
Information from Income Statement			
Total Revenues			

[Handwritten signatures and initials at the bottom of the page]

Profits Before Taxes			
Profits After Taxes			
Cash Flow Information			
Cash Flow from Operating Activity			

- ☐ Attached are copies of financial statements (either audited financial statements supported by audit letters or certified financial statements supported by tax returns), complying with the following conditions.
- All such documents reflect the financial situation of the Agency/Service Provider or a member of a Joint Venture or other Association and not a sister or parent company.
 - A Chartered accountant must audit historical financial statements.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

(Signature with date)

(Name and designation)

Duly authorised to sign EOI for and on behalf of

[name & address of Agency/Service Provider and seal of Company]

Form 2.3.2: Average Annual Turnover

(Ref EOI Document's Clause 2.3)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date _____

Note: Each Agency/Service Provider or member of a Joint Venture/Consortium making up a Agency/Service Provider must fill in these forms.

Annual Turnover Data (Rs Crores) for the Last Three (3) Years		
Year	Total Turnover Amount	Turnover from Services
Average Annual Turnover		

.....
(Signature with date)

.....
(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....

.....

[name & address of Agency/Service Provider and seal of Company]

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Form 2.3.3: Financial Resources

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of Technical EOI)

(Along with supporting documents, if any)

(On Company Letter-head)

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

Note: Each Agency/Service Provider or member of a Joint Venture/Consortium making up a Agency/Service Provider must fill in this Form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject Contract or contracts as indicated in Section II: Qualification Criteria.

No.	Source of Financing	Amount (Rs Lakh)
1		
2		
3		
4		

Note: Attach Supporting Documents – i.e., Statement from Bankers etc.

(Signature with date)

.....

(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....

.....

[name & address of Agency/Service Provider and seal of Company]

[Handwritten signatures and marks]

Form 2.3.4: Current Contract Liabilities/ Assignments in Progress

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

Note: Each Agency/Service Provider and each member of a Joint Venture/Consortium making up a Agency/Service Provider should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Title, No., and date of the contract	Contracting Entity; contact details	Value of outstanding assignment Rs Lakh	Estimated completion date	Avg monthly invoicing over the last six months (Rs Lakh)
Total Quarterly Commitment				

(Signature with date)

.....






Page 62 of 70




(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....

.....

[name & address of Agency/Service Provider and seal of Company]

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Form3: Checklist for Agency/Service Providers

(Ref EOI Document's Clause 2.3)

(To be submitted as part of EOI)

(On Company Letter-head)

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Note to Agency/Service Providers: This check-list is merely to help the Agency/Service Providers to prepare their EOIs, it does not over-ride or modify the requirement of the EOI. Agency/Service Providers must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- EOI Form (to serve as covering letter and declarations)	
2.	Form 1.1: Agency/Service Provider Information and Power of attorney and Registration Certificates etc.	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
4.	Form2: Qualification Criteria - Compliance	
7.a	Form 2.1, 2.2,2.3 (and its sub-forms) to support Form 2 along with supporting documents	
5.	Form3: This Checklist	
6.	Any other requirements, if stipulated in AEI; or if considered relevant by the Agency/Service Provider	

.....

(Signature with date)

.....

(Name and designation)

Duly authorised to sign EOI for and on behalf of.....

[name & address of Agency/Service Provider and seal of Company]

Format1: Authorization for Attending Pre-EOI Conference

(Refer EOI Document's Clause2.5)

(On Company Official Letter Head)

Agency/Service Provider's Name _____

[Address and Contact Details]

Agency/Service Provider's Reference No. _____ Date.....

To

Prasar Bharati, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: EOI Document No. EOI/ xxxx;

Tender Title: Development of TV Tower at Pitampura, New Delhi

Subject: Authorization for attending Pre-EOI Conference on _____ (date).

Following persons are hereby authorized to attend the Pre-EOI Conference for the EOI mentioned above on behalf of _____
(Agency/Service Provider) in order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-EOI opening. An alternate representative shall be permitted when regular representatives are not able to attend.

2. Permission to enter the hall where the Pre-EOI conference is conducted may be refused if authorisation as prescribed above is not submitted.

Signatures of Agency/Service Provider

or

Officer authorised to sign the EOI.

Documents on behalf of the Agency/Service Provider

[name & address of Agency/Service Provider and seal of Company]

[Handwritten signatures and initials]

Annexure-2:**FORM OF CONSORTIUM/ JOINT VENTURE AGREEMENT**

(ON NON-JUDICIAL STAMP PAPER OF VALUE Rs. 100/- TO BE PURCHASED IN ANY ONE NAME OF CONSORTIUM/ JOINT VENTURE MEMBER)

THIS consortium/ Join Venture agreement executed on this ----- day of ----- Two Thousand and ----- between M/s ----- a company incorporated under the laws of ----- and having its registered office at ----- (herein after called the "Lead Company" which expression shall include its successors, executors and permitted assigns", M/s ----- a company incorporated under the laws of ----- and having its registered office at ----- (herein after called the Constituent company which expression shall include its successors, executors and permitted assigns) and M/s ----- a company incorporated under the law of ----- and having its registered office at ----- (hereinafter called the "Member" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract" (In case of award) against the Development of TV Tower at Pitampura having its registered office at Tower C, Prasar Bharati Secretariat, Copernicus Marg, Mandi House, New Delhi-110001 (hereinafter called the "Owner"). The leader of the consortium / joint venture shall abide by the general terms and conditions specified by the purchaser.

WHEREAS the Owner invited bids for Development of TV Tower at Pitampura at the rate to be finalized through competitive bidding stipulated in the bidding documents.

AND WHEREAS Clause 2.3.3 (Bid Qualification Requirement), forming part of the bidding documents, stipulates that a consortium / joint venture of firms meeting BQR requirement, applicable may bid, provided the consortium/ Joint Venture fulfills all other requirements of Specification and in such a case, the BID shall be signed by the members so as to legally bind the members and who will be jointly and severally liable to perform the Contract and all obligations hereunder,

AND WHEREAS the bid has been submitted to the owner vide proposal No. ----- dated----- by lead Company based on the Constituent agreement between all the consortium/joint venture partners under these presents and the bid in accordance with the requirements of Specification. (Qualification Requirements)

NOW THIS INDENTURE WITNESSETH AS UNDER:

- 1) In consideration of the award of the contract by the Owner to the joint venture members, we, the members to the consortium. Joint venture agreement do hereby agree that M/s ----- shall act as Lead company and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the Contract and shall be fully responsible for development of TV Tower at Pitampura in accordance with the contract.
- 2) In case of any breach of the said contract by the Lead Company or other Constituent of the Consortium/Joint venture agreement, the lead Company do hereby agree to be fully responsible

- for the successful performance of the Contract and to carry out all the obligation and responsibility under the contract in accordance with the requirements of the Contract.
- 3) Further, if the owner suffers any loss or damage on account of any breach in the contract the lead company of these presents undertake to promptly make good such loss or damages caused to the owner, on its demand without any demur. It shall not be necessary or obligatory for the owner to proceed against lead partner to these present before proceeding against or dealing with the other partner(s).
 - 4) The financial liability of the members of this consortium/ Joint Venture agreement to the owner, with respect to any of the claims arising out of the performance or non performance of the obligations set forth in the said consortium/ Joint Venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the members of the agreement.
 - 5) It is expressly understood and agreed between the members to this consortium/ Joint Venture agreement that the responsibilities and obligations of each of the partners shall be as delineated in Appendix-I (To be incorporated suitably by the member to this agreement). It is further agreed by the member that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this contract.
 - 6) The Consortium/ Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of New Delhi shall have the exclusive jurisdiction in all matters arising there under.
 - 7) In case of an award of a Contract, we the consortium/ Joint Venture members do hereby agree that we shall be jointly and severally responsible for the scope of the tender respectively executed and Lead Company shall furnishing a Bank guarantee for Security Deposit/ Performance favour of the PURCHASER in the forms acceptable to purchaser for value as described in the contract.
 - 8) It is further agreed that the Consortium/ Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable all the owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF the Partners to the consortium/ joint venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common seal of

For Lead Company

has been affixed in my/
our presence pursuant
to the board of Director's
resolution dated

Signature

(Signature of authoised Representative)

Name

Name

Designation

Designation

Common Seal of the Company

2. Common seal of

For other Constituents

has been affixed in my/ our
presence pursuant
to the board of Director's resolution
dated

Signature

(Signature of authoised Representative)

Name

Name

Designation

Designation

Common Seal of the Company

WITNESSES:

1. _____

(Signature)

Name _____

Office Address _____

2. _____

(Signature)

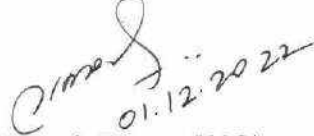
Name _____

Office Address _____

Note: The above consortium agreement shall be furnished along with the bid.

Chand... *Am...* *Ch...* *Br.* *d* *Am* *Pat*


Procuring Organisation
 Expression of Interest Document
 Tender Reference Number: EOI/ xxxx
 For Procurement of Services

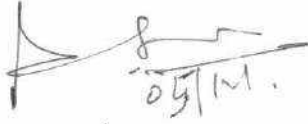

 (Umesh Kumar K.N.)
 DD (LM)



 (Vishwan Mohan Kumar)
 EE (CCW)



 (R. K. Karn)
 DDG (Resources)


 (Aditya Chaturvedi)
 DDG (Archives)


 (A.K. Jha)
 DDG (LM)


 (L. K. Salghat)
 CE (CCW)


 (Sunil)
 ADG (GO/Tech)


 Sign. verification in
 name of SSC may be
 considered. as per
 2 mail dated 12/12/22.