E-TENDER DOCUMENT

Invitation of Bids for Hiring of 5 sets of audio monitoring systems along with manpower to carry, deploy and operate during the event (Each set comprises of High End 4 channel Professional Audio Amplifier, Speakers, gooseneck microphone, suitable Audio Mixer and accessories).

E-tender No. DDN-5(460)/2018-19 G  Dated 18/02/2019

1. E-Bids (Technical & Commercial) are invited for and on behalf of Doordarshan News for Hiring of 5 sets of audio monitoring systems along with manpower to carry, deploy and operate during the event (Each set comprises of High End 4 channel Professional Audio Amplifier, Audio Monitor Speakers, gooseneck microphone, suitable Audio Mixer and accessories) as specified in Part II of this Tender.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below:

<table>
<thead>
<tr>
<th></th>
<th>Bids/queries to be addressed to</th>
<th>Sr. Administrative officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td>Room No. 434, 4th floor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Doordarshan News</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Doordarshan Bhawan, Phase-II</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copernicus Marg, New Delhi.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tel. No (011) 23097662</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email ID – <a href="mailto:ddnews.enggstores@gmail.com">ddnews.enggstores@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b.</th>
<th>Postal address for sending the Bids</th>
<th>Sr. Administrative officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Room No. 434, 4th floor</td>
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<td></td>
<td></td>
<td>Copernicus Marg, New Delhi.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tel. No (011)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email ID – <a href="mailto:ddnews.enggstores@gmail.com">ddnews.enggstores@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c.</th>
<th>Name/designation of the contact personnel</th>
<th>Shri A K Khurana</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Sr. Administrative officer</td>
</tr>
</tbody>
</table>

| d. | Telephone number of the contact personnel | Tel. No. (011) 23097662 |
3. **This tender is divided into five parts as follows:**

   a. **Part I:** Contains General Information and instructions for the Bidders about the tender such as the time, cost of tender document, EMD, place of submission and opening of tenders, Validity period of tenders, etc.

   b. **Part II:** Containing essential details of the services required, such as the Schedule of Requirements (SOR), Scope of work, Technical details and eligibility criteria etc.

   c. **Part III:** Contains Standard Conditions of tender, which will form part of the Contract with the successful Bidder.

   d. **Part IV:** Contains Special Conditions applicable to this tender and which will also form part of the contract with the successful Bidder.

   e. **Part V:** Contains Evaluation Criteria, Technical bid and Price Bid Issues

4. **This tender is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the Tender, should it become necessary at any stage.**
Part I – General Information

1. **Last date and time for depositing the Bids:**

   **25.02.2019 – Upto 1500hrs.**

   The Bids should be uploaded on tender wizard by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** This is an e-tender. **For Participating in the E-tendering process, the Interested Bidders are required to follow the step by step procedure mentioned in Annexure-11. Late tenders will not be considered.** The EMD and tender fee should be submitted to Sr AO on or before the closing time and date of submission of the e-bids.

3. **Time and date for opening of Bids:**

   **25.02.2019 -1530 hrs**

   (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer).

4. The bids will be submitted online only. The technical bids of only those bidders whose EMD and tender fee would be received before closing date and time will be opened on the opening date and time. The commercial bids of only technically qualified bidders will be opened. The opening of commercial bid will be communicated after technical evaluation of the bids.

5. **Place of opening of the Bids:**

   ROOM NO. 434
   DOORDARSHAN BHAWAN PH II
   DD NEWS

   The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. Details of EMD and technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of your representative.**

6. **Forwarding of Bids:** E-Bids should contain the information regarding their original memo/letter pad inter alia furnishing details like TIN number, ESI, EPF number, PAN Number, GST Number, Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office.

7. **Clarification regarding contents of the Tender:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the DD News being customer in writing about the clarifications sought not later than 3 (three) days prior to the date of opening of the Bids. Copies of the query and clarification issued
by the customer will be sent to all prospective bidders who have received the bidding documents and will also be posted on website.

8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.**

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, The offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**

10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**

11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Tender.

12. **Validity of Bids:** The Bids should remain valid till 03.04.2019 from the last date of submission of the Bids.


14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs.3,50,000/- (Rs. Three lakhs and fifty thousand Only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker’s Cheque in favour of “DDO, DD News, PBBCI, New Delhi.” or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-I. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. EMD of the unsuccessful bidders will be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization and Micro and
Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Two bid system**- It is a two bid system. Only the technical bids would be opened on the time and date mentioned above. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by the DD NEWS. Financial/price bids of only those firm will be opened, whose technical bids are found complete/suitable after technical evaluation is done by the customer i.e. DD NEWS.
Specifications for Hiring of 5 sets of audio monitoring systems along with manpower to carry, deploy and operate during the event (Each set comprises of High End 4 channel Professional Audio Amplifier, Stage Audio Monitor Speakers, gooseneck microphones, suitable Audio Mixer and accessories).

1. **SCOPE:**

This specification lays down the performance requirement of Hiring of 5 sets of audio monitoring systems along with manpower to deploy and operate during the event (Each set comprises High End 4 channel Professional Audio Amplifier, Stage Audio Monitor Speakers, gooseneck microphone, suitable Audio Mixer and accessories).

2. **GENERAL:**

   a. The offered equipment should be from an internationally reputed manufacturer and the quoted model should be field proven and in use by leading broadcasters. The bidder should essentially submit the list of the broadcasters to whom the quoted model has been supplied. The tenders without the proper user list shall liable to be rejected outright.

   b. The Professional Audio Amplifier should be of broadcast quality, very reliable and self-contained. It should be user friendly and convenient to operate for optimum utilization of all features. The equipment being quoted against this specification should be DSP processing based and should have colour LCD Display panel.

   c. The offered Speakers should have compact, suitable for Live and high end broadcast application. It should have dual Diaphragm and Dual voice coil compression driver.

   d. The quote should either be from the OEM or from their authorized representative/dealer. In case, the quote is from the authorized representative/dealer, a certificate in original from the OEM that the tenderer is the authorized representative/dealer for India should be enclosed with the tender.

3. **ESSENTIAL FEATURES**

   I.) **ESSENTIAL FEATURES OF MAJOR EQUIPMENT:**

   A. Professional Audio Amplifier similar to Crwon, Powersoft, L-acoustics, etc.:

   1. The offered equipment should have 4 channel in-dependent amplifiers to connect 4 different suitable speakers.

   2. The offered equipment should have minimum 3500 W power per channel.
3. The offered equipment should support Analog, AES/EBU and network based Audio inputs like: Cobranet
4. The offered equipment should have USB interface for Preset save/recall purpose.
5. The offered equipment should have Colour LCD panel to access the various parameter.
6. The offered equipment should have 4 individual amplified outputs.

B.1 Professional High quality Stage monitor Speaker Type 1 similar to JBL, Meyer, L-acoustics, etc.
1. The offered Speaker should be suitable for continuous operation on high end broadcast or Live application.
2. The offered Speaker should have min. 12 inch Diaphragm Low frequency transducer.
3. The offered Speaker should have min. 3 inch Diaphragm High frequency transducer.
4. The offered Speaker should have min. 1500 watt continuous power as per IEC standard.
5. The offered Speaker should have Peak Output of 136 dB or better.
6. The offered Speaker should have Frequency range of 45 Hz to 19 kHz or better.
7. The offered Speaker should have at least 58 degree pattern coverage for vertical & Horizontal both.

B.2 Professional High quality Stage monitor Speaker Type 2 similar to JBL, Meyer, L-acoustics, etc.
1. The offered Speaker should be suitable for continuous operation on high end broadcast or Live application.
2. The offered Speaker should have min. 10 inch Diaphragm Low frequency transducer.
3. The offered Speaker should have min. 3 inch Diaphragm High frequency transducer.
4. The offered Speaker should have min. 1200 watt continuous power as per IEC standard.
5. The offered Speaker should have Peak Output of 135 dB or better.
6. The offered Speaker should have Frequency range of 55 Hz to 19 kHz or better.
7. The offered Speaker should have at least 58 degree pattern coverage for vertical & Horizontal both.

C. Professional Digital Audio Console similar to Yamaha, Soundcraft, Allen & Heath, etc.
1. The offered Digital console should be DSP based and having Analog and Digital inputs & outputs.
2. The offered Digital console should have minimum 24 Mic/Line Inputs.
3. The offered Digital console should have Analog Line outputs.
4. The offered Digital console should have at least Aux/Group buses.
5. The offered Digital console should have 4 band Equalizer on each inputs.
6. The offered Digital console should have Delay on each channel.
7. The offered Digital console should have provision for future I/O expansion.
8. The offered Digital console should have 100 mm long minimum 24 faders having customizable background LEDs.
9. The offered Digital console should have Preset save & recall features.
10. The offered Digital console should have at least 4 no. of effect buses.
11. The offered Digital console should have at least 4 no. of Mute Groups.
12. The offered Digital console should have Colour touch screen interface for various setup & configuration.

D. Gooseneck microphone similar to Sennheiser, Shure, AKG, etc:

1. The offered microphone should be field proven and of reputed manufacturer.
2. The microphone should have 18” or more gooseneck.
3. The offered microphone should have wide dynamic range and frequency response.
4. The microphone should have shock mount to avoid noise.
5. The offered microphone should have mute switch and LED.
6. The offered microphone should have a preamplifier and with interchangeable cardioid, supercardioid, or omnidirectional cartridges.

E. Technical Specifications of Professional Audio Amplifier:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Parameters</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Analog Inputs</td>
<td>4 Balanced in XLR</td>
</tr>
<tr>
<td>2</td>
<td>Digital Inputs</td>
<td>2 Stereo AES/EBU inputs in XLR</td>
</tr>
<tr>
<td>3</td>
<td>Other inputs</td>
<td>Cobranet Network based Audio inputs</td>
</tr>
<tr>
<td>4</td>
<td>Sensitivity</td>
<td>Adjustable in 0.1dB increments 1.28Vrms to 8Vrms</td>
</tr>
<tr>
<td>5</td>
<td>Rated Power Output</td>
<td>2400W at 4Ω</td>
</tr>
<tr>
<td>6</td>
<td>Signal to Noise Ratio</td>
<td>&gt; -108dB</td>
</tr>
<tr>
<td>7</td>
<td>THD 20 Hz-20KHZ</td>
<td>0.35% or better</td>
</tr>
<tr>
<td>8</td>
<td>Frequency Response</td>
<td>± 0.28 dB</td>
</tr>
<tr>
<td>9</td>
<td>Crosstalk</td>
<td>&gt; 80dB</td>
</tr>
<tr>
<td>10</td>
<td>CMRR</td>
<td>&gt; 80dB</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Parameters</td>
<td>Specification</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------</td>
<td>----------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Frequency Range</td>
<td>45 Hz - 19 kHz</td>
</tr>
<tr>
<td>2</td>
<td>Coverage Pattern</td>
<td>Horizontal: 60 Vertical: 60</td>
</tr>
<tr>
<td>3</td>
<td>System Input Power Rating</td>
<td>1500 W Continuous (IEC / 100 hour)</td>
</tr>
<tr>
<td>4</td>
<td>Maximum Peak Output</td>
<td>138dB or better</td>
</tr>
<tr>
<td>5</td>
<td>System Latency</td>
<td>Better than 4 ms</td>
</tr>
<tr>
<td>6</td>
<td>System Impedance</td>
<td>Passive: 4 ohms Active: LF: 4 ohms HF: 8 ohms</td>
</tr>
<tr>
<td>7</td>
<td>Input/Output Connector</td>
<td>Suitable with Amplifier</td>
</tr>
<tr>
<td>8</td>
<td>Weight</td>
<td>&lt;30 Kg</td>
</tr>
</tbody>
</table>

**G. Technical Specifications of Professional High Quality Monitor Type 2:**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Parameters</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Frequency Range</td>
<td>55 Hz - 19 kHz</td>
</tr>
<tr>
<td>2</td>
<td>Coverage Pattern</td>
<td>Horizontal: 60 Vertical: 60</td>
</tr>
<tr>
<td>3</td>
<td>System Input Power Rating</td>
<td>1250 W Continuous (IEC / 100 hour)</td>
</tr>
<tr>
<td>4</td>
<td>Maximum Peak Output</td>
<td>135dB or better</td>
</tr>
<tr>
<td>5</td>
<td>System Latency</td>
<td>Better than 4 ms</td>
</tr>
<tr>
<td>6</td>
<td>System Impedance</td>
<td>Passive: 4 ohms Active: LF: 4 ohms HF: 8 ohms</td>
</tr>
<tr>
<td>7</td>
<td>Input/Output Connector</td>
<td>Suitable with Amplifier</td>
</tr>
<tr>
<td>8</td>
<td>Weight</td>
<td>&lt;25 Kg</td>
</tr>
</tbody>
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**H. Technical Specifications of Professional Digital Audio Console:**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Parameters</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Frequency Response Mic Input to Line Output 20Hz – 20kHz</td>
<td>+0/-1dB</td>
</tr>
<tr>
<td>2</td>
<td>Frequency Response Stereo Input to Master Output 20Hz – 20kHz</td>
<td>+0.5/-0.5dB</td>
</tr>
<tr>
<td>3</td>
<td>T.H.D. and Noise Mic Input (Min Gain) to Bus Output @ 1kHz</td>
<td>0.006%</td>
</tr>
<tr>
<td>4</td>
<td>Residual noise at 0 dBu</td>
<td>&lt;-88dBu</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Parameters</td>
<td>Specification</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Frequency Response</td>
<td>50 to 17,000 Hz or better</td>
</tr>
<tr>
<td>2</td>
<td>Dynamic Range at 1 kΩ Load</td>
<td>96.2 dB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100 dB at 0 gain</td>
</tr>
<tr>
<td>3</td>
<td>Maximum SPL (1 kHz at 1% THD, 1 kΩ load)</td>
<td>Cardioid: 124.2 dB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supercardioid: 122.7 dB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Omnidirectional: 116.7 dB</td>
</tr>
<tr>
<td>4</td>
<td>Signal to Noise Ratio (referenced at 94 dB SPL)</td>
<td>Cardioid: 66.0 dB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supercardioid: 67.5 dB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Omnidirectional: 73.5 dB</td>
</tr>
<tr>
<td>5</td>
<td>Common Mode Rejection</td>
<td>45.0 dB minimum</td>
</tr>
</tbody>
</table>

I. Technical Specifications of Professional Podium Microphone

II) MANPOWER:

A) The firm has to offer the required manpower to carry, deploy and operate the system as and when required.

B) The manpower should have at least two years experience of handling of audio systems at stage performances including VVIP rallies.

C) The firm has to submit the experience certificate of the offered manpower.

D) The firm has to provide one point contact of the coordinator for the deployment. Name and number of the coordinator should be shared.

E) The coordinator should have minimum three years of experience of handling stage audio.

4. COMPLIANCE:

A point-by-point compliance statement from the principal manufacturer in respect of all the points laid down in these specifications is to be enclosed along with the offer in the format given below. Mere signature on the copy of the specifications shall not be accepted as a compliance statement. The figures so mentioned should be supported by record of these in the technical literature enclosed with the tender and reference to the page number of enclosed literature for all features and technical specifications should be mentioned in the relevant column. Offers without the compliance statement or with
incomplete compliance statement will liable to be rejected with the sole responsibility of the bidder. Any deviation from the specification detailed in the compliance statement is to be highlighted separately.

5. **ACCESSORIES:**

All the essential accessories required to complete the system should be offered by the bidder. The bidder should certify the completeness of the system in all respect. All the optional items should be quoted separately. The bidder must provide enough details about such optional items to decide its utility.

6. **HIRING CHARGES:** The rates for hiring of audio monitoring systems must be quoted on per day basis, per week basis and per month basis per set along with manpower to carry, deploy and operate the system. The Hiring charges for the audio monitoring system will have two components:

i) **The fixed rental charges of the equipment** (CAPEX Charges) The rental charges of the audio monitoring systems may be quoted on per day basis, per week basis and per month basis per set along with manpower to carry, deploy and operate the system.

ii) **The recurring charges** (OPEX Charges) The recurring charges will be the expenditure incurred for transportation of equipment and manpower to the site. Transportation Charges of the equipment and manpower as per actual against production of bills limited to economy class fare & transportation of equipment through air cargo.

7. **PENALTY CLAUSE**

The audio monitoring systems are being deployed for the coverage of important News Events of National importance such as statements of VIPs and VVIPs, political/ social/ scientific/ historical events and government announcements. The audio monitoring systems are expected that all equipment would be rugged and high performance equipment. The management and operation of the audio monitoring systems will be done by highly professional, disciplined and motivated staff capable of delivering NEWS “LIVE and without fail”. The breakdown period of the setup should not be more than 2 hrs irrespective of cause being mechanical, electrical or electronics. If a audio monitoring system is deployed to cover an event by the NEWS Assignment, any Breakdown during or before the service will be liable to financial penalties. The penalty will be imposed as follows:

a) The breakdown period of the setup should not be more than 2 hrs. irrespective of cause being mechanical, electrical or electronics. **100% of per day charge of the audio monitoring system will be imposed** for any breakdown in any event. Subsequent to that rental payment will not be made till the audio monitoring systems is rectified /replaced for deployment.

b) In the event of five or more breakdown of audio monitoring systems, the system will be declared unfit for the deployment and the agency will replace the audio monitoring system with another audio monitoring system of good condition & fulfilling tender terms.

8. **ENCLOSURES:**

The bidder must necessarily submit the following enclosures along with the technical bid: a) Compliance statement with respect to all the points of the specifications duly signed by the OEM.
The reference to the page number of enclosed literature for all features and technical specifications should be essentially mentioned in the relevant column of the compliance statement.

b) Technical manuals / detailed technical literature/catalogues for all the the offered products for substantiating the model no. and technical specifications.

c) The firm should provide the offered un-priced bill of material in electronic form also in addition to the hard copy identical with the price bid for case of technical evaluation.

d) The bidder should have to OEM authorization certificate along with technical bid

e) Any other document mentioned elsewhere in the tender document.

The tender is liable to be rejected in the absence of the above enclosures with the sole responsibility of the bidder.

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EXPENDITURE

Hiring of 5 sets Audio monitoring systems along with manpower. Each set comprises of the following items

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Detail of Items</th>
<th>Qty.</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>High End 4 channel Professional Audio Amplifier</td>
<td>01 no.</td>
</tr>
<tr>
<td>2.</td>
<td>Professional Quality Stage monitor Speaker Type 1</td>
<td>02 nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Professional Quality Stage Monitor Speaker Type 2</td>
<td>02 nos.</td>
</tr>
<tr>
<td>4.</td>
<td>Professional Digital Audio Mixer</td>
<td>01 no.</td>
</tr>
<tr>
<td>5.</td>
<td>Gooseneck Podium Microphone</td>
<td>02 nos.</td>
</tr>
<tr>
<td>5.</td>
<td>Required Cables, Connectors etc. to complete the setup</td>
<td>01 Set</td>
</tr>
</tbody>
</table>
Part III – Standard Conditions of tender

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., Contractor/Supplier in the contract) as selected by the customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.

4. **Penalty for use of Undue influence:** The contractor/supplier undertakes that he has not given, The offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or other wise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.
5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier by contractor/supplier with the Government of India or with DFF.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the contractor failure to submit the Bonds, Guarantees and Documents, supply the material as specified in this contract, the customer may, at his discretion, withhold any payment until the completion of the contract. The customer may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** The customer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
(b) The contractor is declared bankrupt or becomes insolvent.
The delivery of material is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.

The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.

As per decision of the Arbitration Tribunal.

As per Para (8) of Part IV of the tender document.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

(a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.

(b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must by specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon the Customer.

(c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between the customer & successful contractor. This is a binding agreement between the customer and contractor for specific contracts in which the customer promises that it will not
accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

a. A pact (contract) between the DD News (Principal) and successful contractor for this specific activity (the successful Bidder);
b. An undertaking by the Principal (i.e. DD News) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
f. Undertaking on behalf of a successful Bidding company/contractor will be made “in the name for and on behalf of the company’s Chief Executive Officer”.
g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
h. Denial or loss of contracts;
   (i) Forfeiture of the bid security and performance bond;
   (ii) Liability for damages to the principal (i.e. DD News) and the competing Bidders; and
   (iii) Debarment of the violator by the Principal (i.e. DD News) for an appropriate period of time.
i. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

16. ELIGIBILITY CRITERIA: TENDERER should be a company or consortium of firms registered under Companies Act, 1956/2013 and should be in existence at least for the last three financial years. The company should have PAN No, GST No and other statutory requirements.

a. The tenderer should also have sufficient experience and shall submit the satisfactory supply certificates of at least three similar items/equipment, each of value not less than 40% of the estimated cost put to Tender, or two similar items/equipment, each of value not less than 60% of the estimated cost, or one similar items/equipment of value not less than 80% of the estimated cost, all amounts rounded off to the convenient full figure, in the last seven years ending on the last day of the month previous to the one in which the Tenders are invited. The tender without qualification certificate will be rejected on date of opening without further intimation.
b. TENDERER must not have been blacklisted/debarred by any Government/Semi Government Organization or Corporation in India, at any stage.
c. Documents explicitly supporting the past experience, list of existing and past clients with details of services The offered, successful work completion certificates issued by clients, details of similar projects executed with copies of agreements, work orders, and other related details must accompany the TENDER.
d. The firm should have minimum annual turnover of Rs. 5 crore for last three years.
e. The firm must have staff strength of at least thirty persons.
17. **Award of Purchase Order:** After taking into account Technical and financial evaluation criteria, PB shall award the purchase order to the successful TENDERER. The Successful TENDERER is required to submit the acceptance letter along with the Performance Bank Guarantee as stipulated in E-TENDER within 7 days of Issue of Letter of Award.

18. **Delivery period:** As soon as possible not later than one week from the date of award of order.

19. **Hiring period:** Initial hiring period is for 15 days. It may be extended further depending upon the requirement.
Part IV-Special Conditions of the tender

The Bidder is required to give confirmation of their acceptance of Special conditions of the tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private section bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 5 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.

2. **Option clause:** The contract will have an Option Clause, wherein the customer can exercise an option to procure an additional 50% of the original contracted Material in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the customer to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the customer can order up to same quantity of material mentioned under the contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the customer to place the Repeat Order or not.

4. **Payment Terms:**
   (i)  Payment of the tender value will be made after the successful completion of the firing period.
   (ii) No advance payment would be made at any cost.

5. **Paying Authority:** The payment would be made by DD News on submission of following documents:-
   (i) Ink signed copy of contractor bills
   (ii) Performance report submitted by supervising officer of DD News
   (iii) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST etc. as applicable.
   (iv) Details for electronic payment viz Account holder’s name, Bank name, Branch name and address, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
   (v) Any other document/certificate that may be provided for in the Job Order/Contract.
   (vi) User Acceptance & Satisfactory Services Report.
   (vii) Xerox copy of PBG.
6. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:

(a) The price charged for the material supplied under the contract by the contractor shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the Central or State Government as the case may be during the period till performance of all services placed during the currency of the contract is completed.

(b) If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.

(c) The contractor shall furnish the following certificate to the customer along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of material supplied to the Government i.e. DD News under the contract herein and such services have not been The offered/sold by me/us to any person/organization including the customer or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

6. **Risk & Expense clause:**

i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

ii) Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

iii) In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.

iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by Customer.

7. **Force Majeure Clause:**

a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State
Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than one months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **Period of Contract/ WARRANTY PERIOD:** The contract would be for one year from the effective date of contract. Please note that Contract can be cancelled unilaterally by the DD News being customer in case services are not received as per quality and standard specified in the tender within the contracted period. The customer reserves the right to exercise the option clause and repeat order clause as per text given in Clause 3 &4 Part IV of this tender.

8.1 The warranty of the Equipment /items shall be 12 months from the date of commissioning.

8.2 A warranty to make good within 10 days at tenderer’s expense, if any component which becomes defective under normal operating conditions during guarantee period.

9. **Misc. terms & conditions of the contract:**

9.1 DOCUMENTATION: One set of printed technical, operation & maintenance manuals for all the The offered products are to be provided on non-returnable basis along with the tender to facilitate the technical evaluation, otherwise the tender is liable to be ignored. The successful bidder will have to supply one set of printed operation, service and maintenance manuals with respect to each item.

A. Technical bids

1. e-Tender Processing Fee: Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited e-Tender Processing Fee with M/s ITI Limited.

2. Bid Fee: The entities submitting the bid shall enclose a DD for Rs. 1000/- towards bid fee which is non-refundable payable in favor of “DDO, DD News, PBBCI, New Delhi”, payable at New Delhi.

3. Earnest Money Deposit: EMD as per clause 14, Part-1 of this document.

4. Earnest Money Deposit and other documents should be scanned and uploaded for the bid to be technically fit for bid evaluation process.

5. Tender Compliance Statement: TENDERER shall submit a copy of this TENDER document with each page of the TENDER signed by the authorized signatory along with the office seal as a part of the compliance to each part of the TENDER. In case of any disagreement to any part of the TENDER in part or full, it should be brought out in a separate sheet clearly indicating the non-compliance or disagreement. The bids without duly signed compliance are likely to be rejected.

6. Checklist as per Annexure-6 to this tender document.

7. ELIGIBILITY CRITERIA should be submitted as per clause 16 of Part-III of this document.

8. Technical Bid: Interested Companies who wish to participate in the tender have to submit the technical bid described as under:

8.1 All the volumes of the entire technical bid must be page numbered.

8.2 Schedule of Requirements/Materials (un-priced): This document will contain Section wise & Clause wise details of equipment The offered including Make, Model, Quantity and complete technical specifications of the offered equipment in accordance with Annexure-7 to this document. The tenderer must offer all items.

8.3 Descriptive information and complete details of each equipment The offered shall be given by the tenderer.

8.4 Complete printed technical literature, technical data sheets, schematic drawings and technical manuals of the offered equipment, duly signed & stamped by the respective Original Equipment Manufacturer and countersigned by the tenderer in support of compliance statement.

8.5 A copy of the Technical Manual must be enclosed with technical bid for assessing the Equipment The offered. Descriptive information and complete details of each equipment The offered shall be given by the tenderer.

8.6 All the essential accessories required to complete the system should be The offered by the bidder. The bidder should certify the completeness of the system in all respect. All the optional items should be quoted separately. The bidder must provide enough details about such optional items to decide its utility.

8.7 Point by point Technical Compliance: The tenderer should submit a compliance statement as per Annexure-10 to this document in respect of the Schedule of Requirements of all store items without price in the same format as given in Specifications in the technical bid, failing which the tender shall be considered incomplete and is liable to be rejected.

8.7.1 The figures so mentioned should be supported by record of these in the technical
literature enclosed with the tender and reference to the page number of enclosed literature for all features and technical specifications should be mentioned in the relevant column.

8.7.2 Offers without the compliance statement or with incomplete compliance statement will liable to be rejected with the sole responsibility of the bidder. Any deviation from the specification detailed in the compliance statement is to be highlighted separately.

8.8 Letter of Authorization: The authorization and guarantee must be given by respective Original Equipment Manufacturer on their letterhead pad duly signed & stamped on each page. In case tender offer is from other than the Manufacturer, the tenderer must also give guarantee on their letterhead pad, duly signed & stamped on each page, failing which the tender shall be considered incomplete and is liable to be rejected.

8.9 A compliance statement from the principal manufacturer in respect of all the points laid down in these specifications is to be enclosed along with the offer in the format given below. Mere signature on the copy of the specifications shall not be accepted as a compliance statement.

8.10 Copy of Enlistment Order and other documents as specified shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

9. Certified copy of all the scanned and uploaded documents as specified shall have to be submitted by the bidders physically in the office of tender opening authority before schedule time & date of opening of tender.

B. Evaluation Criteria for Price Bids: The broad guidelines for evaluation of Price Bids will be as follows:

1. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender, both technically and commercially.

2. The technical Bids forwarded by the Bidders will be evaluated by the Customer with reference to the technical characteristics/technical parameters/ eligibility criteria as mentioned in the Tender. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Annexure -5, 6, 7 & 10 to this Tender document. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**

3. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Annexure-8 to this tender document. The consideration of taxes and duties in evaluation process will be as follows:

3.1 All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of Bids.

3.2 The Bidders are required to spell out the rates of GST in an unambiguous terms. **In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entailed after the opening of**
tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have. The documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

3.3 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

3.4 The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by the customer.

3.5 Any other criteria as applicable to suit a particular case.

4. **Price Bid Format:** The Price Bid Format is given in Annexure-8 to this document.
EMD Bank Guarantee format

Whereas…………………………………………………………(hereinafter called the “Bidder”) has submitted their offer dated…………………..for the services and supply of …………………………………………………

(hereinafter called the “Bid”) against the customer’s request for proposal No…………………………

KNOW ALL MEN by these presents that WE…………………………………… of …………………………………………………..having our registered office at …………………………………………………………………………………. Are bound unto………………………….(hereinafter called the “Customer”) in the sum of …………………………………………………………for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this………………day of ……..20..

The conditions of obligation are:

(i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
(ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

……………………………………

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch)
Annexure-II

Format of Arbitration Clause – Indigenous Private bidders

1. All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.

2. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

3. Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

4. The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.

5. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

6. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

7. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.
Annexure-III

Performance Bank Guarantee Format

From:

Bank ______________________

To
The President of India through DD News
Ministry of Information & Broadcasting
Government of India
New Delhi.

Dear Sir,

Whereas you have entered into a contract No. …………………….
Dt………………(hereinafter referred to as the said Contract with
M/s…………………………………………….., hereinafter referred to as the
“Contractor/Supplier” for supply of services as per Part-II of the said contract to the said
contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee
for 10% of total Contract value amounting to……………………..to secure its obligations to
the President of India.

We the…………………………………bank hereby expressly,
irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the
contractor/supplier that, in the even that the President of India declares to us that the goods
have not been supplied according to the Contractual obligations under the aforementioned
contract, we will pay you, on demand and without demur, all the any sum up to a maximum
of ………………… Rupees…………………………only. Your written demand shall be
conclusive evidence to us that such repayment is due under the terms of the said contract.
We undertake to effect payment upon receipt of such written demand.

a. We shall not be discharged or released from this undertaking and guarantee by any
arrangements, variations made between you and the Contractor/Supplier indulgence to the
Contractor/Supplier by you, or by any alterations in the obligations of the
Contractor/Supplier or by any forbearance whether as to payment, time performance or
otherwise.

b. In no case shall the amount of this guarantee be increased.

c. This guarantee shall remain valid for 14 months from the effective date of contract
according to the contractual obligations under the said contract.

d. Unless a demand or claim under this guarantee is made on us in writing or on before the
aforesaid expiry date as provided in the above referred contract or unless this guarantee is
extended by us, all your rights under this guarantee shall be forfeited and we shall be
discharged from the liabilities hereunder.

e. This guarantee shall be a continuing guarantee and shall not be discharged by an change
in the constitution of the bank or in the constitution of
M/s…………………………………………………………..
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach Sr AO (DD NEWS) before time of bid opening)

Assistant Engineer
For DEPUTY Director General (E)
Room No. 238, 2nd floor
Doordarshan News
Doordarshan Bhawan, Phase-II
Copernicus Marg,
New Delhi.
Tel. No. (011) 23097672

Email ID- ddnews.enggstores@gmail.com

Subject: Authorization for attending bid opening on___________(date) in the
E-TENDER no ******/ dated ------- for the supply of Professional broadcast Quality
Lighting Fixtures (LED) with accessories and DMX Panel

Following persons are hereby authorized to attend the bid opening for the E-Tender
mentioned above on behalf of ________________________________
___________________________ (Bidder) in order of preference given below.

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<th>Order of Preference</th>
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<td>III E-Tenderer alternate representative</td>
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</tbody>
</table>

Signatures of the bidder

or

of the Authorized Signatory

(Maximum of two representatives for any bidder shall be authorized and permitted to
attend the Bid Opening.)
TECHNICAL BID SUBMISSION FORM
(To be submitted in the letterhead of the bidding TENDERER)

Ref: ............................................. Date: ..................

To
Deputy Director (Engg.)
For DEPUTY Director General (E)
(DD NEWS)
New Delhi -110 001

Dear Sir,

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the supply of the following items as detailed in your above referred tender. Basic Item, No Item, Description Make & Model.

1. We undertake, if our Bid is accepted, within schedule time frame and all the contractual obligations specified in the contract as per schedule calculated from the date of issue of the work order. An agreement shall be executed with PB on receipt of work Order.
2. If our Bid is accepted, we will submit the performance bank guarantee of a Scheduled Bank for an amount mentioned in the E-TENDER or as directed within seven days of the issue of LOA.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that Prasar Bharati has all the rights to cancel the highest offer without assigning any reasons.
5. We have submitted the required documents as per Annexure-2.

Dated this ........................................ day of .......................... 2019

Name and Signature ..............................

In the capacity of ..............................

Duly authorized to sign the bid for and on behalf of..............................................

Witness..................................................

Address..............................................

Signature
# Technical Bid Evaluation form (Checklist)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Checklist point / Technical Evaluation Criteria</th>
<th>Compliance by Tenderer (Yes/No)</th>
<th>Supporting Documentary Evidence uploaded (Yes/No)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demand Draft for Rs. 500 only as bid fee</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Earnest Money Deposit (EMD) Demand Draft/ BG</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>E-Tender Processing Fee</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Registration of firm with NSIC for exemption of EMD</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copy of PAN Card</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Copy of TIN Card</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>G.S.T. Regn Number</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>8</td>
<td>Bank details such as:</td>
<td></td>
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<tr>
<td></td>
<td>Name of the Bank</td>
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<td></td>
<td>Branch</td>
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<td></td>
<td>Account Number</td>
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<td>IFSC code/ MICR Code</td>
<td></td>
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<tr>
<td>9</td>
<td>Eligibility Criteria: Financial Details of the organisation (Annexure-9)</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Copy of Enlistment Order, Eligibility Criteria, documentary proof of having completed similar type of supply order</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Check list, Annexure-6</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Technical Bid Submission Form, Annexure-5</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>The offered Equipment: Schedule of Requirements/Materials (unpriced), Annexure-7</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Technical leaflets/ manual for the make and model being The offered</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Technical compliance statement to Technical specification (Annexure-10)</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Certificate of Original Equipment Manufacturer (OEM) of the The offered</td>
<td>Yes/No</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>make / models.</td>
<td>17 Full details of after sales service capability with location of service centers across the country.</td>
<td>Yes/No</td>
<td></td>
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<td>-------------------------------------------------------------------------------------------------</td>
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</tbody>
</table>

All the conditions above shall be “Yes” to accept the E-TENDER
### Schedule of Requirements

**Schedule of Requirements/Materials unpriced** (Schedule of Requirements/Materials must be in the format given below for technical and commercial quotes). **{The tenderer must quote all items}**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of stores</th>
<th>QTY.</th>
<th>Make/Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td>5</td>
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</tbody>
</table>
Dear Sir,

With reference to your E-TENDER No.…….. dated ………….. for Hiring of 5 sets of audio monitoring systems along with manpower to carry, deploy and operate during the event (Each set comprises of High End 4 channel Professional Audio Amplifier, Audio monitor Speakers, gooseneck microphone, suitable Audio Mixer and accessories). We have carefully studied its scope and deliverables and based on these, we submit our lowest quote as below:

Hiring Charges per set along with manpower:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description of stores</th>
<th>QTY.</th>
<th>Make/Model</th>
<th>Hiring charges per day</th>
<th>Hiring charges per week</th>
<th>Hiring charges for 15 days</th>
<th>Hiring charges per month</th>
</tr>
</thead>
<tbody>
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<td>6</td>
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</tr>
</tbody>
</table>

Sub-total

Total for five sets

Recurring Charges:

<table>
<thead>
<tr>
<th>1</th>
<th>Transportation charges of the equipment and manpower as per actual</th>
</tr>
</thead>
</table>

Total Price The offered

The successful entities will be decided as per the following:

a) It is mandatory for TENDERER to quote for all the components above, otherwise the bid shall be rejected summarily.

b) TENDERER that offers the lowest for the figure in total shall be the successful TENDERER. The decision of PB will be binding on all bidders.
AFFIRMATION

We affirm that the goods offered are complete in all respect without any further requirements for deployment in Professional environment.

Place:

Date:

(Signature of the Authorized Person)

(Name of the Authorized Signatory
Designation
Contact Details
Company Seal)
Financial Details of the Organization

Company Profile Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

1. Name of Company
2. Mailing Address
3. Telephone and Fax numbers
4. Date of registration of the Company
5. Year of commencement of Business
6. Name and designation of the person authorized to make commitments to DD News
7. Contact details of the person authorized to make commitments to the Doordarshan News.
8. Turnover of the company:
   2015-2016.
   2016-2017
   2017-2018
9. Profit of the company:
   2015-2016.
   2016-2017
   2017-2018
10. GST Number
11. Income Tax Number PAN NUMBER/ TIN NUMBER
12. Whether direct manufacturer or authorized dealers

This is to certify that M/s_______________________________________ has not been blacklisted by Prasar Bharati or any other Government Organization before submission of this tender document.

Signature (Name & Designation)

Date:

(Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.)
**Point by Point Technical Compliance Form**

<table>
<thead>
<tr>
<th>Sr. No of DD specs.</th>
<th>DD specs. as per Part-II of this tender document</th>
<th>Compliance (Yes/No)</th>
<th>Reference to the page Number of enclosed literature</th>
<th>Deviations, In case of non-compliance</th>
<th>Features in the The offered product which exceed specs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>


GUIDE to E-tendering

For Participating in the E-tendering process, the Interested Bidders are required to follow the below steps for submitting their offers

1. Bidding document may be downloaded from below mentioned web sites
   - https://www.tenderwizard.com/PB
   - www.prasarbharati.gov.in,
   - https://eprocure.gov.in
   - www.ddindia.gov.in/Business
   - http://www.ddnews.gov.in/about/tender

2. E-Bids are to be submitted on the e-tender portal http://www.tenderwizard.com/PB
   
   To participate in the e-bid submission, it is mandatory for the Bidders to have user identification number &password (collectively referred to as the “ID and Password”) which has to be obtained in Bidder’s own name by submitting an annual registration charges of Rs. 2247/- (Rupees Two Thousand two hundred Forty Seven Only) to M/s ITI Ltd. The registration obtained, as mentioned above shall be valid for one year from date of its issuance and shall subsequently be got renewed.

3. The online payment facility for the submission of registration charges and tender processing fee payable to e-tender service provider, M/s ITI Ltd. (detailed address given below) has been enabled on e-tender portal http://www.tenderwizard.com/PB. The Bidders are required to pay registration charges and tender processing fee through e-payment gateway of Punjab National Bank using Credit Card/Debit Card/Master Card/Visa Card only. Demand Draft will not be accepted for payment of annual registration charges and tender processing fee to M/s ITI Ltd. (The e-tender service provider).

4. The Bidders, who have already obtained such valid user ID and Password for any other project and validity of registration is not expired, need not obtain fresh user ID and Password for the purpose of participation in the bidding under this BID.

5. Address & contact details of E-tender Service Provider is given below:
   M/s ITI Ltd, Tender Wizard Helpdesk

   B-1/5A, 2nd Floor, Main Nazafgarh Road
   Near Janakpuri Metro Station (East)
   Janakpuri New Delhi- 110058

   (E-Mail: twhelpdesk680@gmail.com, twhelpdesk605@gmail.com,twhelpdesk381@gmail.com), (Ph No: 011-49424365.)
6. Bids can be submitted only during the validity of their registration.

7. The amendments/clarifications to the bid document, if any, will be hosted on the e-tendering website/e-portal viz. http://www.tenderwizard.com/PB

8. If the firm/Consortium is already registered with e-tendering portal viz. http://www.tenderwizard.com/PB and validity of registration is not expired, the firm consortium is not required to obtain fresh registration.

9. Bidders are advised to upload their Bids well in time, to avoid last minutes rush on the server or complications in uploading. Department, in any case, will not be responsible for any type of problem in uploading the Bid.

10. Bidders have to upload the scanned copy of below mentioned documents before the last date & time, on the e-tendering portal. The compliance of same is to be submitted in check-list table. However, certified copy of all the scanned and uploaded documents as specified have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.

   - Earnest Money Deposit (EMD) Demand Draft
   - The following undertaking regarding deposition of EMD shall also be uploaded by the intending bidders:-

   “The Physical FDR/ EMD shall be deposited by me/us with the The DDO, DDNEWS, PBBCI, Doordarshan Bhawan, Copernicus Marg, New Delhi-110 001 calling the tender in case I/we become the lowest tenderer within a week of the opening of financial bid otherwise department may reject the tender and also take action to withdraw my/our enlistment.”

   - PAN Card
   - TIN Card, and GST registration certificate
   - Eligibility Criteria - Documentary proof of having completed similar type of work/supply. Such as copy of Enlistment Order and certificate of work experience
<table>
<thead>
<tr>
<th></th>
<th><strong>SALIENT FEATURES</strong></th>
<th><strong>BIDDERS CONFIRMATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Open Tender No.</td>
<td>DDN-5(460)/2018-19 G</td>
</tr>
<tr>
<td>1.2</td>
<td>Two Bid System/Single Bid System</td>
<td>Two Bid System</td>
</tr>
<tr>
<td>1.3</td>
<td>Tender Fee</td>
<td>Rs. 1000/-</td>
</tr>
<tr>
<td>1.4</td>
<td>Earnest Money Deposit</td>
<td>Rs. 3,50,000/- (Rs. only)</td>
</tr>
<tr>
<td>1.6</td>
<td>Validity Period of Bid</td>
<td>120 days (One Hundred and Twenty days) from the date of opening i.e. up to and inclusive of date of opening of technical bid</td>
</tr>
<tr>
<td>1.7</td>
<td>Security Deposit</td>
<td>Would be required on placement of work order for Invitation of Bids for Hiring of 5 sets of audio monitoring systems alongwith manpower to carry, deploy and operate during the event (Each set comprises High End 4 channel Professional Audio Amplifier, Speakers, gooseneck microphone, suitable Audio Mixer and accessories).</td>
</tr>
<tr>
<td>1.9</td>
<td>Closing date of sale of tender</td>
<td>25.02.2019 – Upto 14.58 hrs.</td>
</tr>
<tr>
<td>1.10</td>
<td>Time &amp; Date of Submission of Tender</td>
<td>25.02.2019 – Upto 1500hrs.</td>
</tr>
<tr>
<td>1.11</td>
<td>Opening date of technical bid</td>
<td>25.02.2019 - 1530 hrs.</td>
</tr>
<tr>
<td>1.12</td>
<td>Opening date of price bid</td>
<td>Date will be separately notified later</td>
</tr>
</tbody>
</table>