TENDER NO: DDN/5(115)/4K-Cam/2020

SITC of two numbers of High Quality 4K Cameras for Beauty Shots

DOORDARSHAN NEWS
DOORDARSHAN BHAWAN PHASE-II
COPERNICUS MARG
NEW DELHI

CERTIFIED THAT THIS DOCUMENT CONTAINS 51 PAGES
INVITATION TO BID

On behalf of the Director General (N&CA) of DD News in the prescribed Bid forms at Appendices, 2 to 8 of Instructions to Bidder’ enclosed at Annexure I. The details of the tender are given in the schedule below:

1.1 TENDER NO. DDN/5(115)/4K-Cam/2020

1.2 Description of SITC and Quantity: As per Annexure-IV.

1.3 SITC Period : Three months

1.4 Tender Fee : Nil

1.5 Bid Bond (Bank Guarantee)/ Earnest Money:

Rs. 60,000/- (Rupees Sixty thousand only)
1.6 Bid Bond/Bid Validity.

(I) Bid Validity up to: 120 (One hundred & twenty) days from the date of opening of Technical Bid.

(II) Bid Bond Validity up to: 60 (Sixty) days beyond bid validity.

Warranty: Required as per clause 6 of Annexure-II General Terms and Conditions.

Performance Bank Guarantee / Security Deposit: Required as per Appendix to Annexure-II (General Terms and Conditions)

(I) Amount: 10% of the order value.

(II) Validity: 60 (Sixty) days from the date of expiry of Warranty/Guarantee.

(III) Correspondence Address:

Assistant Engineer
Room No. 238, 2nd floor
Doordarshan News
Doordarshan Bhawan, Phase-II
Copernicus Marg,
New Delhi.

1.7 Paying Authority:

DIRECTOR GENERAL (N&CA)
Doordarshan News
Doordarshan Bhawan, Phase-II
Copernicus Marg,
New Delhi.
1.8 Important Instructions:

The Tender will be governed by the “Instruction to the Bidder” as per Annexure-I, “General Terms and Conditions: placed at Annexure-II and Technical Specifications at Annexure-IV. The contract will also be governed by the conditions set out in DGS&D 68 (Revised) relating to conditions applicable to the contract placed by the Central Purchase Organization of the Government of India and DGS&D-229 relating to special conditions for imported stores, as amended up to date in so far as they are applicable and not inconsistent with the conditions mentioned in the tender document. Deviation/Exceptions to the clause, if any, should be explicitly recorded as a separate Annexure (Appendix 5 to Annexure-I) to your offer, failing which all the clauses shall be deemed to have been accepted by you.

Two Bid systems shall be followed for this tender. Tenderers should take due care to submit tenders in accordance with requirement as specified in clause 2 of “Instruction to Bidders” (Annexure-I) Bid evaluation criteria at Annexure-III shall be the basis for evaluation of tenders.

The authorization letter from Foreign Supplier/Original Equipment Manufacturers (OEMs) should be enclosed along with the Technical & Commercial Bid.

The tenderer while submitting their bid must adhere to the relevant CVC guidelines issued from time to time (Reference may be made to CVC website www.cvc.nic.in), otherwise their offer is likely to be ignored.

(A Lok Khamb)  
Assistant Engineer  
For & on behalf of Dy. Director General (Engg.)
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INSTRUCTION TO BIDDERS

(Please sign each page of these conditions and send it with your offer)

1. PREPARATION OF TENDER

1.1 Bid shall be submitted concurrently duly digitally signed in the website........................... in the prescribed performa as per appendices 1 to 7. The bid duly filled in and digitally signed should be submitted online intact whether you are quoting for any item or not. When items are not being tendered for the corresponding spaces should be defaced by some such words as “Not quoting”.

1.2 Deleted.

1.3 The Bid referred to above, if not returned or if returned by not duly filed in, will be liable to result in rejection of the tender.

1.4 Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Appendix 4 are complied with in their offer failing which the offer is liable to be rejected.

1.5 The bids can only be submitted in the name of the bidder in whose name the bid documents are issued. The tender papers shall be filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

The bidder's tender and any annotations or accompanying documentations shall be in English language.

Bidders should indicate at the time of quoting against this tender their full postal and E-mail addresses and also similar information in respect of their authorized agent(s) in India, if any.

Bidders shall digitally sign their proposal with the exact name of the firm to whom the contract is to be issued. The tender shall be duly signed and sealed by an executive officer of the bidder's organization.

Each file of the tender shall be digitally signed by a duly authorised executive officer.
Bidder shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also source of his ability to bind the bidder.

The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the tender. This Organisation may reject outright any tender unsupported by the adequate proof of the signatory’s authority. In the case of consortium the Bidder can submit bids on behalf of the consortium along with Memorandum of Understanding (MOU) giving the details of MOU.

or

The other members can participate in technical discussion and sign the minutes of such discussions. In the event said work having to be performed by a person/firm who is not member of the said consortium, the tenderer shall also specifically indicate the details name and address of such person/firm and shall be accompanied by valid proof of authority drawn in favour of consortium to bind such person/firm.

➢ 1.6 It must be ensured that each page of the tender including terms and conditions and Bid Evaluation Criteria (Annexures I, II, III, IV and V) are digitally signed by bidder and submitted online at https://prasarbharati.eproc.in.

1.7 Bidder should submit signed integrity pact.

2. DELIVERY OF TENDER

➢ 2.1 The tender will be on the basis of "Two bids system" and offers are to be submitted online at https://prasarbharati.eproc.in.

"Technical Bids" having all details including the list of equipment to be supplied but with price column blanked out. There will be no mention of price anywhere in the "Technical Bid"

“Commercial Bid” will contain all the details of equipment to be supplied along with the price including Commercial Terms & Conditions.
Earnest money/Bid Bond shall be placed in a single sealed envelope superscribed with tender reference No. and date of opening so as to reach in Room No. 238, 2nd floor, DDB Tower-B, Doordarshan News, Doordarshan Bhawan, Mandi House, Copernicus Marg, New Delhi-110001 before scheduled time on prescribed tender opening date. EMD received late shall be summarily rejected. Hard copy of tender document shall not be accepted.

All GTC attached with the invitation to tender are sacrosanct for considering any offer as a complete offer. It is therefore, important that all documents duly completed and signed are returned with your offer.

2.2 The right to ignore any offer which fails to comply with the above instructions is reserved.

2.3 Your offer must be submitted online not later than the time specified in the tender document, on the notified date of closing of the tender. Offers sent by hand delivery will not be accepted.

2.4 Any change in quotation after opening of tender will Not Be Considered.

2.5 Bidder must ensure that all the documents / files uploaded on e-procurement portal are in order and legible in all respect. This organisation will not be responsible for any documents / files illegible or corrupted due to any disruption / technical snag of internet service being used by the bidders.

2.6 Bidders are advised to upload their bids well in advance to avoid last minute technical snags.

2.7 Tele-fax / Email offers, whether received directly by this organisation or submitted by the local agents, in India, will not be considered.

3. **VAGUE AND INDEFINITE EXPRESSION**

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

4. **VALIDITY PERIOD OF OFFER**

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

The offers of those bidders who have not kept the validity open till the period stipulated in the tender will be treated as un-responsive and will be ignored without making any back reference.
4.2 The tenderer will undertake not to vary/modify the tender during the validity period or any extension thereof.

5. OPENING OF TENDERS

5.1 The tender will be opened at the time specified in the tender document, on the date of opening indicated in the "Invitation to bid."

5.2 In case of unscheduled holiday on the closing/opening day of tender, the next working day will be treated as scheduled prescribed day of closing/opening of tender, the time notified remaining the same

6. PRICE

The tenderer is required to quote firm price in Indian Rupees in the prescribed format of price bid (Please refer Appendix–8). Price bids in any other format shall not be accepted. Applicable taxes should be quoted separately. Doordarshan will have no liability to reimburse any tax/taxes not mentioned in the bid/tender.

6.1 CONSORTIUM

In the case of consortium, the bidder can submit bid on behalf of the consortium along with Memorandum of Understanding (MOU) duly signed by consortium partners. The MOU should contain all the details of agreement and its scope. The other members can participate in technical discussions and sign the minutes of such discussions. However, the bidder leading the consortium will be responsible to meet all the obligation of the contract.

7. Eligibility criteria

7.1 The firm should have experience in supply, installation & commissioning of high quality professional cameras for broadcasting purposes.

7.3 The firms should not be black listed by any department of Prasar Bharati.

7.4 Financial strength: Annual turnover of the firm should not be less than Rupees Fifty Lakhs in the last three financial year 2017-18, 2018-19 & 2019-20.

7.5 The firm has to provide the copies of PAN, GSTN & registration certificate, etc..
8. **Scope of work:**

The details of services is required as stated in invitation to Bid on terms specified in clause 2 of General Terms and Conditions at Annexure II. Any deviation must be clearly mentioned.

9. **Acceptance of offer by Telex/Telegram/Fax/e-mail:**

Acceptance by the Purchaser may be normally communicated by telex/Telegram/Fax/e-mail. In case where acceptance is communicated by telegram/telex/fax/e-mail the regular order will be forwarded as soon as possible but the instructions contained in the telegram/telex/Fax/e-mail should be acted upon immediately. With the issue of telegram/telex/Fax/e-mail of acceptance the contract shall be deemed to have concluded. Contract shall mean and include the invitation to tender/instructions to tenderers, tender, acceptance of tender, supply orders particulars and the general and special conditions specified in the acceptance of tender.

10. **Specifications**

10.1 Unless otherwise asked for, the tenderer must note that his/her offer, will be rejected in case the tender stipulations are not complied with or the services offered do not conform to the required specifications indicated therein. The lowest tender will be determined from among those tenders which are in full conformity with the required specifications.

10.2 In case the offers are for alternative specifications, the tender will clearly indicate as to how the services being offered will serve this Organisation's purpose and in what respect the offer differs from the required specifications.

10.3 If this Organisation finds that services offered are not according to required specifications or otherwise not satisfactory owing to any reason of which the Organisation will be the sole judge, the Organisation reserves the right to reject the tender without prejudice to other terms.

11. **Bid Bond/Earnest Money/Security Deposit/Performance Bond:**

11.1.1 Earnest Money /Bid Bond

11.1.2 The bidders must enclose with their technical bid, Earnest Money in the form of FDR, Bank Guarantee of a schedule Bank, in favour of PBBCI, DDO, Doordarshan News, DOORDARSHAN BHAWAN PAHSE-II, NEW DELHI or in lieu thereof bid bond in the enclosed Performa at appendix 3, from an Indian Public Sector Bank & rate specified in clause 5 of Invitation to Bid. The bid bond should initially be valid up to 60 days beyond period of Bid validity.
11.1.3 Offers without Earnest Money/Bid Bond of shorter validity will be ignored.

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

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

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

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

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

11.2 Security deposit /Performance Bond.

The successful bidder, within 15 (Fifteen) days of the receipt of order/advance order/letter of intent, will be required to send security deposit in the form of crossed bank draft in favour of, PBBCI, DDO, DOORDARSHAN NEWS, DOORDARSHAN BHAWAN PHASE-II, NEW DELHI or in lieu thereof Performance Bond for the amount as indicated in the "Invitation to Bid".

12. Transfer of Tender documents.

The tender is non-transferable.

13. Correspondence

13.1 E-Mail address is: ddge.ddnews@gmail.com/
           ddnews.enggstores@gmail.com

           Tel: +911123097618 / +911123097662/ +911123097672

13.2 All correspondence from bidder shall be made to the Purchase Authority by name who has issued this tender.

13.3 All correspondence shall bear reference to tender/Work Order with date.

14. Payment terms

The 90% payment will be released on the supply of the materials in the good condition. Remaining 10 % will be released after successful installation and commissioning of the cameras.
15. Unsolicited Post Tender Modification

In case certain clarifications are sought by this Organisation after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought. Any bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after the closing date without specific reference by this Organisation shall render the bid liable to be ignored and rejected without notice and without further reference to the bidder. Canvassing in any form by the bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the bidder.


This Organisation has to finalise this tender within a limited time schedule. Therefore, it may not be feasible in all cases for this Organisation to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the tender. Bids not complying with this Organisation’s requirements may be rejected without seeking any clarifications.

17. Income Tax Liability

The bidder will have to bear all Income Tax liability both corporate and personal tax.

(a) Income Tax, all levies & duties, as applicable on the contract value will be deducted at source from the bills.

(b) Some State Government levy works contract tax/trade tax. Such tax shall be deducted at source. The bidder is advised to take this into account while submitting the bid and quote his rates inclusive of works contract tax/trade tax, conditions like "Works contract tax/trade tax as extra" shall not be accepted. It may be noted that works contract tax/trade tax when deducted shall not be refunded by the organisation.

18. Deleted


Technical/commercial bids evaluation/ Scrutiny shall be undertaken in accordance with the prescribed procedure and as per the tender document by a Committee of the Organisation, duly constituted for this purpose. The technical evaluation would be based on eligibility criteria, past experience of the bidder, the technical compliance of the offered product with the tender terms and conditions.
20. **Evaluation of Commercial/Price bids:**

The commercial/price bid of those bidders only will be opened who clear the technical evaluation criteria as spelt out in the tender document. The date of opening of the commercial/price bid will be intimated separately to such bidders, as spelt out in the tender document. The lowest bid (L1) based on the lump-sum price of the tender as per the Appendix-8 will be considered as successful bidder and for award of the SITC of two numbers of high quality 4K cameras.

21. **Pre-Bid**

A Pre-bid meeting will be held on **25/08/2020 at 1530 hrs** in room no. 427, Tower-B, Doordarshan Bhawan, New Delhi. The potential bidders may submit their queries at least one day in advance to Pre-bid meeting, at the correspondence address, highlighted above.
Dear Sir,

We hereby acknowledge receipt of a complete set of Bid Documents pertaining to “SITC of two numbers of high quality 4K cameras at Doordarshan News, Doordarshan Bhawan Phase-II, Copernicus Marg, New Delhi against ________________

We have noted that the closing date for receipt of the tender by you is the time specified in the tender document and opening at specified time and date.

We guarantee that the contents of the above said Bid Package will be kept confidential within our company and text of the said package shall remain the property of your Organisation and that the said documents are to be used only for the purpose intended by your Organisation.

Our address for further correspondence on this tender will be as under:

__________________________________________
__________________________________________
__________________________________________
Fax No.
Telephone No.
E-Mail
Personal Attention of (If required):

Yours faithfully,

Signature of Authorised Signatory:____________

Name of the authorised signatory :____________

(in Block Capital letter)

Designation of the authorised signatory :____________

Date & Seal of the Company:____________

Note: To be submitted on the letter head of the company.
Bid Submission Form and Agreement

Tender No. DDN/5(115)/4K-Cam/2020

Dated

Dy. Director General (Engg.)
Doordarshan News
Doordarshan Bhawan, Phase II
Copernicus Marg
NEW DELHI -110001

Dear Sirs,

1. I/We hereby offer to “SITC of two numbers of high quality 4K cameras at Doordarshan News, Doordarshan Bhawan Phase-II, Copernicus Marg, New Delhi” as detailed in Annexure IV here to or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till ......................I/We shall be bound by the communications of acceptance dispatched within the prescribed time.

2. I/We have understood the "Instructions to Bidders", the instructions to the tenderers in the booklet DGS&D-229 and accepted the "conditions of contract" and the conditions of the contracts as contained in DGS&D-68 (R) for supply and have thoroughly examined the specifications detailed in the Annexure IV hereto and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender.

4. Agreement at Appendix 2A on purchase of Tender documents and submission of Tender has been duly signed and returned herewith.

Yours faithfully,

Signature of Authorised Signatory:___________________

Name of the authorised signatory :___________________

(in Block Capital letter)

Designation of the authorised signatory :___________________

Date & Seal of the Company:___________________

Address of the company:___________________

Signature of witness: ______________________

Address: __________________________

Note: To be submitted on the letter head of the company.
AGREEMENT

Tender No. DDN/5(115)/4K-Cam/2020 Dated

To

Dy. Director General (Engg.)
Doordarshan News
Doordarshan Bhawan Phase II
Copernicus Marg, NEW DELHI -110001

Sub:- Purchase Of Tender Documents

Ref:- Tender No. DDN/5(115)/4K-Cam/2020(E) dated

Prasar Bharati Doordarshan News acting on behalf of the President of India and the Tenderer agree that the Notice inviting Tenders (NIT) is an offer made on the condition that the Tender would be kept open in its original form without variation or modification for a period as mentioned in the invitation to bid the last date for the receipt of tenders stated in the N.I.T. and the making of the tender shall be regarded as an unconditional & absolute acceptance of this condition of the N.I.T.

we further agree that the contract consisting of the above conditions of N.I.T. as the offer and the submission of Tender as the Acceptance shall be separate and distinct from the contract which will come into existence when tender is finally accepted by this Organisation. The consideration for this separate initial contract proceeding the main contract is that this Organisation is not agreeable to sell the N.I.T. to the Tenderer and to consider the tender to be made except on the condition that tender shall be kept open for (so many) days after the last date fixed for the receipt of tenders and the Tenderer desires to make tender on this condition after entering into this separate initial contract with this Organisation. This Organisation promised to consider the tender on this condition and the tenderer agrees to keep the tender open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Tenderer fails to honour the above terms and conditions this Organisation shall have unqualified, absolute and unfettered right to encash the bank guarantee for bid bond submitted on this behalf.

Yours faithfully,

(PURCHASER)

(One copy of this agreement duly signed must be returned along with the Technical Bid.)
PROFORMA OF BANK GUARANTEE FOR BID BOND

Bank Guarantee No.__________________________

Ref:

To:

Dy. Director General (Engg.)
Doordarshan News,
Doordarshan Bhawan Phase-II,
Copernicus Marg
New Delhi-110001

Dear Sirs,

Whereas the Prasar Bharati (BCI), Dy. Director General (Engg), Doordarshan News, Doordarshan Bhawan Phase-II, Copernicus Marg, New Delhi-110001, having its head office at address of the organisation, New Delhi, India 110001 (hereinafter called the “Organisation”) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India floated a Tender No. DDN/5(115)/4K-Cam/2020

_____________________________ Dated______________ and M/s __________________________ (Hereinafter called the "Tenderer")

which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, administrators executors and assignees have submitted a quotation Reference No. _______________ and tenderer having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs. ____________________________ (Rupees ________________ Only) for the due performance of tenderer/'s obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by the Organisation specially the conditions that (a) tenderer shall keep his tender open for a period of day, i.e., from ________________ to ________________ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the Organisation (b) the tenderer will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the Organisation within the required time. The tenderer has absolutely and unconditionally accepted these conditions. The Organisation and the tenderer have agreed that NIT/tender document is an offer made on the condition that the tender, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the Organisation for a
period of _______days, i.e., from _______ to _______ or any extension thereof
and that making of the tender itself shall be regarded as an unconditional and
absolute acceptance of the conditions, contained in NIT and the tender documents.
They have further agreed that the contract consisting of NIT/Tender documents as
the OFFER and submission of the tender as the acceptance shall be a separate
contract distinct from the contract which will come into existence when the tender
is finally accepted by the Organisation. The consideration for this separate initial
contract preceding the main contract is that the Organisation is not agreeable to
sell the NIT/tender documents to the tenderer and to consider the tender to be
made except on the condition that the tender shall be kept open for the period
indicated above and the tenderer desires to make a tender on this condition after
entering into this separate initial contract with the Organisation promises to
consider the tender on this condition and tenderer agrees to keep this tender open
for the required period. These reciprocal promises form the CONSIDERATION for
this separate initial contract between the parties.

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

3. The bank also undertakes that the Organisation at the option shall be
entitled to enforce this guarantee, against the Bank as a principal debtor, in
the first instance, without proceeding against the tenderer.
4. The bank further agree that as between the bank and the Organisation, purpose of the guarantee, any notice of the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above given to the bank by the Organisation shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Organisation or that of the tenderer. We also undertake not to revoke, in any case, this Guarantee during its currency.

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

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs (Rupees ________________________ only) in aggregate and it shall remain in full force upto and including 60 days after ________________________ unless extended further (indicate the last date of validity period) from time to time, for such period as may be instructed in writing by M/s ________________________ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto and including 60 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 60 days from ________________________ or (indicate the last date of validity period) before the expiry of 60 days after the expiry of extended period, if any, if no such claim has been received by us within 60 days after the said date/extended date, the rights of the Organisation under this guarantee will cease subject to para 8. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all right of the organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

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

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Control Authority in ______________________.

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

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this ______________________ day of ___________ at ______________________ of ______________________(month & year)

Witness No.1
Signature

Signature (Full name in capital Letters)
(Full name and address in capital letters) Designation with bank stamp

Witness No. 2

Signature Attorney as per power of attorney
INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR BID BOND

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

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

3. Bank Guarantee is to be given in Indian Rupees only.

4. The period of sixty (60) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 7 of Appendix-3 should be available after the expiry of the validity period of the tender or any extension thereof.

5. The bank guarantee by bidder/ Tenderer will be given from Nationalised/ scheduled Bank only.
APPENDIX-4

CHECK LIST

The tenderers are advised in their own interest to ensure that the following points/aspects in particulars have been complied with in their offer failing which the offer is liable to be rejected.

1. Please tick the box whichever is applicable and across the box (es) whichever is/are not applicable.
2. Please sign each sheet.
3. The check list duly filled in must be returned along with the offer.

COMMERCIAL

GROUP: "A"

1.1 Whether FDR/Bank guarantee for the requisite earnest money/Bid Bond enclosed with the offer.

Yes   No

1.2 If so furnish the following
(I) Name of the Bank
(II) Value
(III) Number
(IV) Date of Issue
(V) Period of validity of the FDR/Bank Guarantee
   (it should not be for less than 180 days)

Signature of Authorised Signatory:________________________
Name of the authorised signatory:________________________
   (in Block Capital letter)
Designation of the authorised signatory:____________________
Date & Seal of the Company:__________________________

Note: To be submitted on the letter head of the company.
2. Have the rates, prices and totals etc. been checked thoroughly before signing the tender
   
   Yes          No

3. Has a statement incorporating the deviations from the commercial terms and conditions of the Organisation been prepared and enclosed with the offer.
   
   Yes          No

4. Whether prices have been quoted Ex Doordarshan News, Doordarshan Bhawan, Copernicus Marg, New Delhi?
   
   Yes          No

5. Whether fixed monthly rates/annual rates have been quoted uniformly for the entire contract period?
   
   Yes          No

6. Whether the period of validity of the offer is as required in tender document? If not, mention the extent of variation in days.
   
   Yes          No

7. Whether the offer has been signed indicating full name and clearly as to whether it has been signed as.

   Secretary     Manager     Partner
   Sole Proprietor  Active partner    Preprocuraterium

8. If the tenderer is seeking business with this Organisation for the first time, has he given the details of the parties to whom the tendered services have been provided in past along with their performance report?
   
   Yes          No

   Signature of Authorised Signatory: __________________________
   Name of the authorised signatory: __________________________
   (in Block Capital letter)
   Designation of the authorised signatory: ______________________
   Date & Seal of the Company: ________________________________

   **Note: To be submitted on the letter head of the company.**
9. Whether the offer is being sent in separate covers for Technical bid and Commercial bid with appropriate superscription and with both the covers duly sealed subscribed with tender No and closing/opening date?

Yes  
No

10. Has the tender been submitted in duplicate?

Yes  
No

11. Is the offer being sent by Registered post or proposed to be dropped in tender Box?

Sent by Registered Post  
Dropped in Tender Box

Yes  
No

12. Has it been ensured that there are no over-writings in the tender? Have corrections been properly attested by the person signing the tender?

Yes  
No

13. Are the pages of the tender consecutively numbered and an indication given on the front page of the tender as to how many pages are contained in the tender?

Yes  
No

14. Has the tender been prepared in sufficient details/clarity so as to avoid post tender opening clarifications amendments?

Yes  
No

15. Whether Schedule-I/II of the tender in original, duly filled in and each page of Annexure I and II signed and enclosed with the offer?

Yes  
No

16. Whether Failure and Termination Clause of the tender is accepted

Yes  
No

17. If not, the clauses not accepted may please be indicated below:-

---------------------------------------------------------------------------------
---------------------------------------------------------------------------------
---------------------------------------------------------------------------------
GROUP "B"

1. Whether a copy of PAN Card duly attested by the proprietor has been enclosed?
   
   Yes    No

2. Whether detail of your registration under GST has been indicated in the offer?
   
   Yes    No

(Signature of the Bidder)

Note: To be submitted on the letter head of the company.
1. Whether the scope of work as detailed in technical specifications has been fully understood and the installation has been visited by your engineers?

   Yes   No

2. Whether the services being offered fully conform to all the required technical specifications?

   Yes   No

3. If not, has the extent of deviation and how it is suitable to this organisation requirement been specified?

   Yes   No

4. Whether the requirement of spares for maintaining the services has been understood and the availability of spares has been ensured if the contract is placed?

   Yes   No

5. Whether the model of each of equipment and details of software whose maintenance is to be carried out has been understood?

   Yes   No

6. Whether the spares support for all the equipment will be available for a period of contract including extended period, if any?

   Yes   No

Signature of Authorised Signatory:____________________

Name of the authorised signatory    :____________________
(in Block Capital letter)

Designation of the authorised signatory :____________________

Date & Seal of the Company:____________ ___________

Note: To be submitted on the letter head of the company.
7. Do you have a service centre in India?

Yes  No

If Yes furnish details of all service centres in India (Addresses) & the strength of service engineers available & their area of expertise.

8. Whether you have enclosed details of your related work experience? Whether you have enclosed necessary authorization letter from OEMs as spelt out in the tender document? Whether necessary document in support of financial strength, as spelt out in the eligibility criteria, is submitted?

Yes  No

9. Whether Annual Turn-over document for last three financial years submitted?

Yes  No

Signature of Authorised Signatory:_____________________

Name of the authorised signatory :_____________________

(in Block Capital letter)

Designation of the authorised signatory :_____________________

Date & Seal of the Company:______________ ___________

Note: To be submitted on the letter head of the company.
APPENDIX-5

EXCEPTION/DEVIATION PROFORMA

This organisation expects the bidders to fully accept the terms and conditions of the tender document. However, should the bidder still envisage some exception/deviations to the terms and conditions of the tender documents, the same should be indicated here and put in unpriced bid. The price effect for withdrawal of such exception(s) to be indicated in the price bids only. If this proforma is left blank, then it would be presumed that bidder has not taken any exception/deviations to the terms and conditions of the tender documents.

<table>
<thead>
<tr>
<th>Clause No. of Tender document</th>
<th>Full compliance not agreed</th>
<th>Exception/deviation taken by Bidder</th>
<th>Confirmation if price effect for withdrawal of this exception has been specified in the Price Bid</th>
<th>Remarks</th>
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</tbody>
</table>

Signature of Authorised Signatory:_____________________

Name of the authorised signatory :_____________________

(in Block Capital letter)

Designation of the authorised signatory :_____________________

Date & Seal of the Company:____________ __________

Note: This appendix must be submitted on the letter head of the company.
## BIDDERS PAST WORK EXPERIENCE PROFORMA

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Order no. With Date &amp; reference</th>
<th>Description in detail of the ordered work/services</th>
<th>Period of work/services offered</th>
<th>Work/Services Render Successfully</th>
<th>Name &amp; Address of client with telephone, Fax, e-mail details for getting feedback of</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</table>

**Note:** Experience certificate from clients should be enclosed along with this proforma. Doordarshan reserves the right to get performance feedback from any of the clients in respect of work/services rendered by the tenderer.

Signature of Authorised Signatory: ___________________________

Name of the authorised signatory : __________________________

(in Block Capital letter)

Designation of the authorised signatory : __________________________

Date & Seal of the Company: __________________________

**Note:** This appendix must be submitted on the letter head of the company.
BIDDERS INFORMATION PROFORMA

Tenderer must give specific answers against each of the following questions.

Tender No. DDN/5(115)/4K-Cam/2020 Due for opening __________

1. Whether services offered conform to particulars quoted at Annexure-IV, if not, details of deviations must be stated here.
2. Details of work experience.
3. Period by which the contract can be made effective after placement of work order but within one month of placement of work order.
4. Here please state specifically whether the price tendered by you, as to the best of your knowledge and belief, is not more than the price which is permissible to you to charge other organization purchaser for the same class and description of services under the provision of any law for the time being in force. If not, state the reason and margin of profit.
5. Business name and constitution of tendering firm. Is the firm registered under?
   (i) The Indian companies Act, 1913.
   (ii) The Indian Companies Act, 1932/1956
   (iii) Any other Act, if not who are owners?
         (Please give a full name).
6. GST number
8. Present worth of tendering firm.

Signature of Authorised Signatory:________________________
Name of the authorised signatory :________________________
   (in Block Capital letter)
Designation of the authorised signatory :________________________
Date & Seal of the Company:____________ ___________
### PRICE BID

**Schedule of Rates**

(To be filled in by Tenderers)

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tenderer’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>DDN/5(115)/4K-Cam/2020</td>
<td>___________________</td>
</tr>
</tbody>
</table>

Country of Origin ___________________ Due Date _____________

Tenderer’s Quotation No. ___________________ Currency ___________________

Validity of Quotation ___________________

<table>
<thead>
<tr>
<th>S No</th>
<th>Description of Item</th>
<th>Make</th>
<th>Model</th>
<th>Qty</th>
<th>Unit price</th>
<th>Total price</th>
<th>GST, levies and duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>High Quality 4K camera with mounting accessories, if required</td>
<td></td>
<td></td>
<td>2 nos.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Remote Controller Unit along with required accessories, cables, adaptor, etc</td>
<td></td>
<td></td>
<td>2 nos.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Convertors EO and OE</td>
<td></td>
<td></td>
<td>2 sets</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Misc items i.e. power adaptors, cables,</td>
<td></td>
<td></td>
<td>2 sets</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>Training</td>
<td></td>
<td></td>
<td>1 lot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Operation and maintenance manuals</td>
<td></td>
<td></td>
<td>2 sets</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Grand Total**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Quality 4K camera with mounting accessories, if required</td>
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<td>2 nos.</td>
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</tr>
<tr>
<td>Operation and maintenance manuals</td>
<td></td>
<td>2 sets</td>
<td></td>
</tr>
</tbody>
</table>

**Additional Information (if any):**

Signature of Authorised Signatory: ___________________

Name of the authorised signatory: ___________________

(in Block Capital letter)

Designation of the authorised signatory: ___________________

Date & Seal of the Company: ___________ ___________
No.

To,
DY. DIRECTOR GENERAL (ENGG.)
DOORDARSHAN NEWS,
DOORDARSHAN BHAWAN PHASE-II,
COPERNICUS MARG
NEW DELHI-110001.

Subject: Tender No. DDN/5(115)/4K-Cam/2020
due on ______

Sir,

Shri ___________________________________________________________
has been authorised to be present at the time of opening of above tender due on
_____________ at New Delhi on my/our behalf.

Yours faithfully,

Signature of Authorised Signatory:___________________________
Name of the authorised signatory :___________________________
(in Block Capital letter)
Designation of the authorised signatory :_________________________
Date & Seal of the Company:______________ ___________

Copy to: Shri __________________________________________________ for information
and for production before the time of opening of tenders.
ANNEXURE II

General Terms And Conditions (GTC)

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

Definitions

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

1.1 Order
Shall mean written purchase/work order issued by this organisation to the successful bidder including subsequent amendments to ORDER in writing thereof.

1.2 The Organisation/Purchaser
Shall mean PRASAR BHARATI (BCI), DY. DIRECTOR GENERAL (ENGG.) DOORDARSHAN NEWS, DOORDARSHAN BHAWAN PHASE-II, COPERNICUS MARG, NEW DELHI, INDIA, acting on behalf of President of India shall include all their legal representatives, successors and assignees.

1.3 Supplier/Contractor
Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by this Organisation and the legal representation, representatives, successors and permitted assignee of such person, persons, firm or company.

1.4 Sub-Contract
Shall mean ORDER placed by the SUPPLIER for any portion, of the ORDER or work subletted with necessary written consent of this Organisation on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

1.5 Sub-Contractor
Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been sub-letted by the SUPPLIER after necessary consent of this Organisation.

1.6 ORDER PRICE
Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by this Organisation and amendments thereof and shall include all fees, registration and other charges paid to statutory authorities without any liability on the Organisation for any of these charges unless specially agreed to, in writing by this Organisation.
1.7 **ACCEPTANCE OF SERVICE CONTRACT PERIOD**
Shall mean within 15 days from date of mailing/E-mailing of service contract order and the contractor/Service Provider shall confirm acceptance of this order in its entirety within this 15 days period.

1.8 **DESTINATION**
Shall mean Doordarshan News, Doordarshan Bhawan Phase-II, Copernicus Marg, New Delhi, i.e. the location of the consignees for which this ORDER has been issued.

1.9 **EQUIPMENTS/MATERIALS/SERVICES**
Equipments/Material shall mean and include any equipment, instruments stores and goods to be supplied for under the order and amendments thereto. Services shall mean maintenance of all hardware and software services & support for all the listed items.

1.10 **DRAWINGS**
Shall mean and include all Engineering sketches, general arrangements, layout drawing related to the ORDER together with modification and revision thereto.

1.11 **SPECIFICATIONS**
Shall mean and include detailed description, statements to technical data, performance characteristic and standards (Indian as well as international as applicable and as specified in the order).

1.12 **APPROVAL**
Shall mean and include the written consent either manuscript, typewritten or printed statement under or over signature or seal as the case may be of this Organisation or the representative or documents or other particulars in relation to the ORDER.

1.13 **F.O.R./F.O.B./FAS, C&F, CIF**
Shall mean the terms as explained in INCO terms.

2. **SCOPE OF ORDER**
2.1 Scope of the order shall be as defined in the ORDER, specifications, drawings and annexures thereto.

2.2 Completeness of the offer shall be the responsibility of the bidder & any services which may not be specifically mentioned in the specifications but which are usual or necessary for the satisfactory functioning of the cameras shall also be provided by the supplier/contractor without any extra cost.

2.4 **WORK TO BE CARRIED OUT UNDER THE ORDER**

All equipment work to be carried out under the order shall conform to and comply with the provision of relevant regulations/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.
2.5 On completion of the SITC of the cameras; the Supplier/Contractor shall handover the entire camera system detailed in the tender document in perfect working condition.

3. **ACCEPTANCE OF ORDER**

3.1 Within fifteen (15) days from date of mailing of order, Supplier /Contractor shall confirm acceptance of the order in its entirety.

3.2 The order is accepted unconditionally by Supplier /Contractor by returning to this Organisation copy of the order duly signed, without qualification.

3.3 When the Contractor has accepted the order with all its terms and conditions, bidders with general sales conditions and all previous correspondence are considered superseded and void.

3.4 Should Supplier/Contractor not respect the time limit for the Confirmation of the order or in case Supplier /Contractor cannot accept the order without qualifications, this Organisation reserves the right to cancel in writing without prejudice to other terms, the entire order. Under these circumstances the earnest money/bid bonds given by the supplier/Contractor will be forfeited in full.

4. **MODIFICATION IN ORDER**

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

4.2 This Organisation shall not be bound by any printed conditions, provision in the Supplier /Contractor BID, forms of acknowledge of ORDER, invoice, packing list and other document, which purport to impose any condition at variance with or supplement to order.

5. **SECURITY DEPOSIT/PERFORMANCE BOND.**

5.1 The successful bidder, within 15 (Fifteen) days of the receipt of order/letter of intent will be required to send Security Deposit in the form of Bank Draft or in lieu thereof a Bank Guarantee from an Indian Public Sector Bank for amount as indicated in the Invitation to Bid. The security Deposit/Performance bond shall be 10 % of the ordered value of contract.

5.2 The security money may be deposited in the form of Bank Draft/Bank guarantee in the proforma enclosed as Appendix to these General Terms and Conditions (GTC).

5.3 This Organisation shall not be liable to pay any Bank Charges, Commissions or interest on the amount of security deposit/Performance Bond.
5.4 Security deposit/FDR, Performance Bond shall be refunded to the supplier after the successful completion of the contract period including extended period, if any as stipulated in the work order.

6. **MATERIALS AND WORKMANSHIP**

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

6.2 SUPPLIER shall fully warrant that all the spares, stores, Equipment and components replaced during the contract period under the order shall be fully functional & reliable and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).

6.3 Damage to the machinery and/or equipment or any part of the system due to incomplete and erroneous instructions issued by Supplier /Contractor or any of its representatives will be the responsibility of the Supplier /Contractor and will be treated according to the provisions of warranty clause.

6.4 In case defects are of such nature that equipment shall have to be taken to Supplier /Contractor’s works for rectification etc. In which case Supplier /Contractor shall take the equipment at his cost after giving necessary undertaking as may be required by the Organisation. After repairs Supplier /Contractor shall deliver & install the original equipment in the system at site. All risks in transit to and fro shall be borne by the Supplier/Contractor. The Supplier /Contractor may in such case have to provide the service or replacement of equipment during this period for maintaining uninterrupted services.

6.5 If the Supplier /Contractor fails to honour his obligation to repair or replace defective goods/equipment/system within time frame spelt out in the tender document, or if the Supplier /Contractor refuses to carry out repair work during any time of the contracted period, if danger is anticipated or in case of severe urgency, the Organisation shall be entitled to carry out, at Supplier /Contractor's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all the services related to the system have been delivered by the Supplier /Contractor, this Organisation is entitled to get the works done at Supplier /Contractor’s cost and risk. This does not relieve Supplier/Contractor’s of any of his contract obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the supplier or his sub contractors until delivery shall be borne by Supplier /Contractor.

7. **PERFORMANCE GUARANTEE**

7.1 The Supplier /Contractor shall guarantee that the performance of the spares supplied/replaced during the warranty/guarantee period shall be from the
original manufacturer and in conformity with specification and shall perform the duties specified under the order.

7.2 The Supplier /Contractor shall guarantee that the materials/equipment that shall be purchased.

8 **DAMAGES**

If the organisation finds that the spares/material supplied in replacement to the defective ones are not from the original manufacturer and are not in accordance with the specifications and other condition stated in the order (of which matters this Organisation will be the sole judge), and if the down time of any or more part of the system is more than the stipulated time, this Organisation shall be entitled to levy the liquidated damages as detailed in Annexure-V.

The organisation also reserves the right to recover from the Supplier /Contractor any loss which the organisation may be put to also reserving the right to forfeit the security deposit/performance bond if any made for the due fulfilment of the contract in addition to penalty levied.

9. **Liquidated Damages**: if the supplier/contractor is unable to complete the supply of stores/execution the work within the stipulated time limit, the indentor may at his own discretion allow such additional time as he may consider justified with or without liquidated demurrages and without altering any other terms and conditions of the order. In the event of the failure of the contractor to complete the supply of stores/work of the within the stipulated time or extended time, the DDG(E) DD News, New Delhi shall have the right to impose a liquidated demurrages @ half percent (0.5%) per week or the part thereof of the order value. The contractor's liability for delay however shall not exceed 10% of the ordered/contract value.

10. The tenderer should produce the cost break up as prescribed in quotation form otherwise tender liable to be rejected.

11. **Arbitration:** All disputes, differences or question including the subject matter of the contract on the rights and liabilities of the parties, hereunder of whatsoever arise between parties except those, the decision thereof is herein before otherwise expressly provided for shall be referred to the sole arbitration of the DDG (E) DD News, New Delhi or any person nominated by him and his decision shall be final and binding on the parties. The provisions of Arbitrationn and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under for the time being in force shall apply to such arbitration. The arbitration proceedings shall be held in New Delhi.
12. **Inspection & Inspection Authority:**

   a. **Inspection:** The material will be inspected by the indenter or his authorized representative at manufacturer's work place before dispatch in accordance with various standards/procedures specified in tender specifications or modification thereof that may be carried out by the indenter in consultation with supplier. Supplier shall intimate the indenter in advance about readiness of material for inspection at a date mutually agreed upon by the indenter and supplier.

   b. The material will be accepted only after meeting the specifications/conditions stipulated in tender documents or modification that may be carried out by the indenter in the consultation with the contractor.

13. **FORCE MAJEURE**

   In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract. If any concluded the relative obligation of the party affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organisation and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered un

   able as aforesaid shall within **Seventy two hours** of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries/ AMC services OR Repair of equipment (s) etc. provided by the Supplier /Contractor are suspended by force majeure conditions lasting for more than **Seven days**, the Organisation shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

14. **LANGUAGE/TERMINOLOGY**

   The Supplier /Contractor shall ensure the language/terminology/description of goods used in supply order/bill of lading/Invoice is verbatim in English.

15. **REPEAT ORDER**

   The bidder/tenderer is advised to quote the rates keeping in mind that the SITC of High Quality 4K Cameras for Beauty Shots can be extended upto additional one year on the same terms and conditions on which the original contract has been issued. It will be obligatory on the part of the contractor to execute such repeat order also.
16. **APPLICABLE LAW**

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

17. **CONFIDENTIALITY**

During the course of implementing the transactions contemplated hereby or providing the services hereunder and during the course of the relationship contemplated hereby either party may become aware of the other’s business information, lists, marketing plans or strategies, methods of doing business, or similar information which either party designates, either orally or in writing, to be of a confidential or proprietary nature, or which either party has reason to believe should be treated as such, including technical drawings, designs and concepts; software programmes, routines, formulae and concepts; production plans, designs, layouts and schedules, plans data and surveys; all matters relating to the either party’s finances and personnel (collectively, the “Business Information”)

**Both Parties shall:**

(a) Protect and maintain the confidentiality of the Business Information;

(b) Not disclose, or allow to be disclosed, the Business information to any party other than its employees, officers or directors who have a need to know in order to perform the services or are under a binding obligation of confidentiality with respect to any such information;

(c) Not use the Business information for any purpose other than to perform the services under this AMC; and

(d) Treat all Business information of the other party with the same degree of care to avoid disclosure to third parties as is used with respect to either party’s Business information, but not less than a reasonable degree of care.

Except to the extend required to permit either party to carry out its obligations hereunder, either party shall neither disclose to any person, firm, partnership or corporation nor use any technical information with respect to the products or literature furnished by either party hereunder and vice versa.
The Non-judicial stamp paper should be in the name of issuing Bank.

Ref: ...................................................  Bank Guarantee No. ..............................................................

To

PRASAR BHARATI (BCI), DOORDARSHAN NEWS, DOORDARSHAN BHAWAN PHASE-II, COOPERNICUS MARG, NEW DELHI-110001

Dear Sirs,

1. In consideration of PRASAR BHARATI (BCI), DOORDARSHAN NEWS, DOORDARSHAN BHAWAN PHASE-II, NEW DELHI- having its head office at New Delhi India. (herewith referred to as the Organisation which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees and having entered into a contract dated (hereinafter called "the contract" which expression shall include all the amendments thereto) on behalf of the President of India with M/s ______________________________ having its Head/Registered office at ______________________________ (hereinafter referred to the contractor which expression unless repugnant to the context having been accepted by the contractor resulting in a contract bearing No. ____________________ dated __________ valued at Rs. ________________ (in words) for having agreed that the contractor shall furnish to the organisation performance guarantee for the faithful performance of the entire contract to the extent of 10% of the value of the contract Rs. ________________________________ (In words). We ______________________________ (Name of the Bank) having its registered unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees do hereby guarantee and undertake to pay immediately on first demand in writing, in Rupees or in such convertible currency as acceptable to the Organisation any and all moneys the extent of Rupees _______________________________ (in words) In aggregate at any time without any demur, reservations, recourse, contest or protests and/or without any reference to the contractor. Any such demands made by the Organisation on the Bank shall be conclusive and binding notwithstanding any difference between the Organisation and contractor or any dispute pending before any court Arbitrator or any other authority. We agree that guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Organisation in writing.
2. The Organisation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor or vary the terms of the contract. The Organisation shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of power vested in them or of any right which they might at anytime in any manner, and either to enforce, or to forebear to enforce, any covenants contained or implied in the contract between the Organisation and the contractor or any other course or remedy or security available to the Organisation. The Bank shall not be released of its obligations under these presents by any exercise by the organisation of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the organisation or any other indulgence shown by the organisation or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.

3. The Bank also agrees that the Organisation at its option, shall be entitled to enforce, this Organisation against the Bank as a principal debtor, in the first instance, without proceeding against the contractor and notwithstanding any security or other guarantee that the Organisation may have in relation to the contractors liabilities.

4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/equipment as the same is a condition of supply contract and all the dues of the Organisation under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the Organisation discharge this guarantee in writing.

5. We further agree that as between us and the Organisation for the purpose of this guarantee any notice given to us by the Organisation that the money is payable by the contractor and any amount claimed in such notice by the Organisation shall be conclusive and binding on us notwithstanding any difference between the Organisation and the contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution, in the constitutions of the Organisation that of the contractor. We also undertake not to revoke this guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.

6. Notwithstanding anything contained herein above, our liability under this order is limited to Rs. (Rupees) (In figure) (In words) in aggregate and it shall remain in full force up to and including 60 days after (Indicate the date of expiry of Guarantee/Warranty period) unless extended further, from time to time, for such period as may be instructed in writing by M/s-whose behalf this guarantee has been given, in which case it shall remain in full force up to the expiry of the extended period. Any claim under this order must be received by us before the expiry of 60 days from (indicate the date of expiry of contract period) or before the expiry of the 60 days after the expiry of extended period, if any. If no such claim has been received by us within the 120 days after the said date/extended date, the right of the Organisation under this order will cease,. However, if such a claim has
been received by us within and up to 120 days after the said date/extended date, all the rights of the Organisation under this order shall be valid and shall not cease until we have satisfied that claim.

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

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

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

Dated this……………………………day of ……………………….... at …………………………………………………

Witness No. 1

(Signature)  (Signature)

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

(Designation with Bank stamp)  Attorney as per Power of Attorney No.

Date
INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR
PERFORMANCE BOND

1. The Bank guarantee should be stamped in accordance with stamp act.

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

3. Clause 7 of the bank guarantee is applicable when outside party is a foreign one. When other party (s) is/are Indian the alternative clause may be retained as follows.

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

4. The period 120 days mentioned in clause 6 should be available after the expiry of the validity period/satisfactory performance, as the case, may be, or any extension of such period.

5. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Bank only in Indian Rupees.
## BID EVALUATION CRITERIA

### 1. SALIENT FEATURES

<table>
<thead>
<tr>
<th>No.</th>
<th>Feature Description</th>
<th>Confirmation Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Open Tender No.</td>
<td>DDN/5(115)/4K-Cam/2020 G(E)</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. Nil</td>
</tr>
<tr>
<td>1.4</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>1.5</td>
<td>Bid Bond</td>
<td>As per clause 1.5 of Invitation to Bid</td>
</tr>
<tr>
<td>1.6</td>
<td>Security Deposit</td>
<td>Would be required on placement of order (SITC). Security deposit will be 10% of the work order value and shall be valid for 60 days from the date of expiry of SITC.</td>
</tr>
<tr>
<td>1.7</td>
<td>Period of SITC of High Quality 4K Cameras for Beauty Shots</td>
<td>As specified in the &quot;Invitation Bid&quot;</td>
</tr>
<tr>
<td>1.8</td>
<td>Pre-bid Meeting</td>
<td>By 25/08/2020 (1530 hrs)</td>
</tr>
<tr>
<td>1.9</td>
<td>Time &amp; Date of Submission of Tender</td>
<td>By 14/09/2020 (1500 hrs)</td>
</tr>
<tr>
<td>1.10</td>
<td>Opening date of technical bid</td>
<td>14/09/2020 (1600 hrs)</td>
</tr>
<tr>
<td>1.11</td>
<td>Opening date of price bid</td>
<td>Date will be separately notified later</td>
</tr>
</tbody>
</table>

### 2. VITAL COMMERCIAL CRITERIA FOR ACCEPTANCE

2.1 The following vital commercial conditions should be strictly complied with failing which the bid will not be considered:
2.2 Submission of Security cum performance Bank Guarantee for execution of contract as well as for satisfactory performance of equipment during warranty period by the successful bidders.

2.3 Acceptance of Material & Workmanship Clause No. 6 of GTC.

2.4 Acceptance of Failure and Termination Clause No. 9 of GTC.

2.5 Acceptance of jurisdiction clause No. 16 of GTC.

**SUBMISSION OF BID BOND/ BANK GUARANTEE ALONG WITH BID**

In case of domestic bidders tender must be accompanied with Earnest Money deposit in the form of either a Bank Draft/FDR Payable to PBBCI, DDO, DOORDARSHAN NEWS, DOORDARSHAN BHAWAN PHASE-II, NEW DELHI or a Bank Guarantee from a Nationalised/Public Sector Bank with the tender document. Bank Guarantee by domestic bidders will be given on non judicial stamp paper as per Stamp Duty Act applicable at New Delhi.

The amount of Earnest Money Deposit should be as per clause 5(1) of Invitation to Bid.

The Offers without Bid Bond will not be considered and be summarily rejected.
Technical Specifications for Supply, Installation, Testing and Commissioning of high quality 4K Cameras for beauty shots for DD News purposes

1. **SCOPE:**

These specifications lay down the performance measure of Supply, Installation, Testing and Commissioning of high quality 4K Cameras for beauty shots to be utilized at outdoor locations and remotely controlled from Program Control Room at DD News.

2. **GENERAL:**

   a) The offered items should be from a 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 are liable to be rejected.
   
   b) The suggestive bill of material is given in Appendix-I.
   
   c) The items are required as below:
      
      i) High Quality 4K Cameras having provision to be controlled from News PCR.

      ii) Arrangement for transportation of the signal from the outdoor locations and control signal to the camera for panning, tilting and zooming purposes.

      iii) Required Cables for carrying the video signal and control signal, if the camera mounted on the Tower-B rooftop. However, if the camera is mounted at the some other iconic places in the city, the connectivity will be provided by DD News and requisite convertors at both ends will be part of the offer.

3. **A) FEATURES REQUIRED FOR 4K CAMERAS**

   a) The offered Camera should be broadcast-worthy, high quality and should support 4K and HD operation.

   b) The offered 4K Camera support high magnification zoom and wide angle shooting for flexible video production.
c) The offered camera should be capable of shooting extremely smooth video even in environments containing rapid movement.

d) The offered camera will be used in outdoor location, so it should be robust, sturdy and capable of working in low and high temperatures.

e) The offered camera should have minimum 20x optical zoom for 4K operation to capture distant object clearly.

f) The offered cameras should support HDR (High Dynamic Range) to enable high picture quality.

g) The camera should be Optical Image stabilizer (OIS) loaded so that vibrations of the mounted surface are automatically corrected to ensure stable shooting.

h) The offered camera should be equipped with night mode support for infrared shooting in low light conditions.

i) It should be equipped with a large Tally Lamp that is easy to see from a distance.

j) The offered camera should be operated remotely via IP having features to control Pan, Tilt and zoom of the camera. Pan and tilt operate from a minimum speed of 0.08°/s to a maximum of 180°/s in high speed mode.

k) The offered camera should support a wide range of outputs are supported i.e. 12G-SDI, 3G-SDI, HDMI, IP and even Optical Fiber output.

l) The offered camera should support RTMP (Real-Time Messaging Protocol) to enable direct upload of video to live-streaming services on various social media platforms such as YouTube Live and Facebook Live.

m) The camera should operate on 12V DC and on POE (Power on Ethernet).

n) The offered camera should be lightweight and compact in size, so that it can easily be mounted in outdoor locations.

o) The mounting accessories should be part of the offer.

B) Remote Camera Controller:

a) The offered system should also have remote camera controller for intuitive Camera Control for ease of use and one-person operation.

b) The controller should have a Zoom/Focus rocker mounted on the joystick to manage pan and tilt operations for zoom and focus control and intuitive single-handed operation.

c) The offered controller should have built-in touch display for easy and quick operation of all essential camera functions.

d) It should also have provision to store the various camera positions to recall it as and when required quickly.

e) The supported presets should be Pan & Tilt position, Zoom position, Focus position, lens aperture, white balance settings and gain.

C) Other Accessories:
a) The required convertors (Electrical to Optical & Optical to electrical) and fiber and ethernet cables from roof top to PCRs should be part of the offer.

b) Any other items which are required for smooth functioning of the system should be part of the offer.

c) The Bill of Material required is given in Appendix-I. The bidder is required to provide the complete list of items & accessories etc. offered to meet the specification requirement in the following Performa:

<table>
<thead>
<tr>
<th>Sr. no</th>
<th>Description /Name of the items</th>
<th>Make</th>
<th>Model</th>
<th>Part no., if any</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>13</td>
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</tbody>
</table>

4. TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Parameters</th>
<th>Values/Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Camera Unit</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Imaging Sensor</td>
<td>1-type 4K MOS</td>
</tr>
<tr>
<td>2</td>
<td>Lens</td>
<td>Motorized Optical 20X Zoom, f2.8 to f4.5</td>
</tr>
<tr>
<td>3</td>
<td>Zoom</td>
<td>Optical Zoom : 20 X</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Digital Zoom : 10X</td>
</tr>
<tr>
<td>4</td>
<td>Angle of view range</td>
<td>Horizontal : 75° (wide) to 4.0° (tele)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vertical : 45° (wide) to 2° (tele)</td>
</tr>
<tr>
<td>5</td>
<td>Signal to noise ratio</td>
<td>60 db or more</td>
</tr>
<tr>
<td>6</td>
<td>Gain Selection</td>
<td>0 dB to 36 dB or more</td>
</tr>
<tr>
<td>7</td>
<td>Output Format</td>
<td>4K : 2160/50p, 2160/25p</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HD: 1080/50i, 1080/25p</td>
</tr>
<tr>
<td>8</td>
<td>Input Connectors</td>
<td>DC 12 V in, LAN connector</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RS-422, Mic/Line input</td>
</tr>
<tr>
<td>9</td>
<td>Video Output Connectors</td>
<td>HDMI 2.0 or better, 3G SDI /75 Ω (BNC X 1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12G SDI /75Ω (BNC X 1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SFP Optical fiber</td>
</tr>
<tr>
<td>10</td>
<td>Power requirement</td>
<td>12 V DC POE</td>
</tr>
<tr>
<td>11</td>
<td>Operating temperature</td>
<td>0° C to 40° C or more</td>
</tr>
<tr>
<td>12</td>
<td>Weight</td>
<td>Not more than 5 kg (excluding mount bracket)</td>
</tr>
<tr>
<td>13</td>
<td>Tally LED Display color</td>
<td>Red/Green</td>
</tr>
<tr>
<td>Pan –Tilt Head Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Panning Range</td>
<td>±175° or more</td>
</tr>
<tr>
<td>13</td>
<td>Tilting Range</td>
<td>-30° to 210°</td>
</tr>
<tr>
<td>14</td>
<td>Quietness</td>
<td>NC35 or less</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Remote Control Panel</th>
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<tbody>
<tr>
<td>15</td>
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<td>16</td>
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</tbody>
</table>

5. **COMPLIANCE:**

(a) Any substandard equipment/items included in the offer may cause the rejection of complete offer with the sole responsibility of bidder.

(b) The firm should provide the offered un-priced bill of material in electronic form also in addition to the hard copy for ease of technical evaluation.

(c) OEM compliance is required duly signed & stamped.

6. **GUARANTEE/WARRANTY:**

(a) With reference to the clause no.8.2 of the "General Terms and Conditions (GTC)" under ANNEXURE-II of tender document, the complete system including all items/equipment should be guaranteed for **two years** of trouble free operation from the date of commissioning. In case of any item or equipment failure including software and hardware within this period, the same shall be rectified or replaced free of cost to Doordarshan at the site. In case, it is not rectified within one week, replacement of the equipment shall be arranged by the bidder.

7. **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.

8. **DEMONSTRATION:**

If necessary, the firm may be asked for demonstration of the offered system as part of the technical evaluation. In such case the firm will have to make suitable arrangement for the demonstration of the offered system at Doordarshan Bhawan Tower B, New Delhi, on notice of 15 days.
Accordingly the firm should be in readiness for demonstration on a notice of 15 days.

9. **INSPECTION:**

The equipment/items shall be subjected to inspection by authorized Doordarshan officials at New Delhi.

10. **DELIVERY OF STORES:**

The delivery period is 8 Weeks from the date of placement of purchase order.

11. **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 of page number of submitted 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 offered products for substantiating the model no. and technical specification.

(c) **Model specific User list of the offered product.**

(d) 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.**

........................................................................................................................................................................................................
# Tentative Bill of Material

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Item</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>High Quality 4K camera with mounting accessories, cables, adaptors, etc.</td>
<td>2 nos.</td>
</tr>
<tr>
<td>2.</td>
<td>Remote Controller Unit along with required accessories cables, adaptor, etc</td>
<td>2 nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Convertors EO and OE</td>
<td>2 sets</td>
</tr>
<tr>
<td>4.</td>
<td>Misc items- optical fiber and Ethernet cable from Rooftop, 10&lt;sup&gt;th&lt;/sup&gt; Floor to PCR, 1st floor, Tower-B, DD Bhawan,</td>
<td>1 set</td>
</tr>
<tr>
<td>6.</td>
<td>Operation, user manual and maintenance manual</td>
<td>2 sets</td>
</tr>
</tbody>
</table>