

**PRASAR BHARATI  
BROADCASTING CORPORATION OF INDIA  
DOORDARSHAN KENDRA : NEW DELHI**

**No: DDK-DLH-DLH-2(42)ES-2010/E.I**

**Date 17.01.2011**

M/S.....

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**SUBJECT: INVITATION TO BID**

Sealed bids in duplicate are invited by this office in the prescribed bid form at Appendices, 2 to 8 of “Instructions to Bidders” enclosed at Annexure- I. The details of ENQUIRY/BID are given in the schedule below.

1.1	ENQUIRY/BID NO.	DDK-DLH-DLH-2(42)ES-2010/E.I Date 17.01.2011
1.2	DESCRIPTION OF STORES AND QUANTITY	As per Annexure IV
1.3	DELIVERY PERIOD	<b>30 Days from the date of issue of Purchase Order</b>
1.4	EMD (BANK GUARANTEE)	Indian Rs. <b>9000/- (Rupees Nine Thousand Only)</b>
1.5	BID BOND /BID VALIDITY	
	a)BID BOND VALIDITY UPTO	60(Sixty) days beyond bid validity
	b)BID VALIDITY UPTO	120 (One Hundred Twenty) days from date of opening of Technical Bid
	c)WARRANTY	Required as per clause 8 of Annexure II (GTC)
	PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT	Required as per Appendix to Annexure –II(GTC)
		i)Amount : 5% of Order Value
		ii)Validity : 60(Sixty ) days from date of Expiry Of Warranty/Guarantee

		iii) Correspondence Address:  _____  _____  _____
1.6	PAYING AUTHORITY	Chief Engineer (NZ) (TVM) All India Radio & Doordarshan Jam Nagar House , Shahjahan Road New Delhi - 110011

### 1.7 Important Instruction:

The ENQUIRY/BID 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 upto date in so far as they are applicable and not inconsistent with the conditions mentioned in the ENQUIRY/BID document. Deviation/Exceptions to the clause, if any, should be explicitly recorded serialum as a separate Annexure (Appendix 5 of Annexure-I) to your offer, failing which all the clauses shall be deemed to have been accepted to you.

Two Bid Systems shall be followed for this ENQUIRY/BID .Bidders should take due care to submit bid in accordance with requirement in sealed covers as specified in clause 2 of “Instruction to Bidders” (Annexure-I) bid evaluation criteria at Annexure-III shall be the basis for evaluation of Bids.

The Technical & Commercial Bid should be submitted in separate Sealed Cover. The authorisation letter from Foreign Supplier / Manufacturer and user list should be enclosed along with the Technical & Commercial Bid.

The bidder 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](http://www.cvc.nic.in)), otherwise their offer is likely to be ignored.

( S P S Gulati)  
 Assistant Station Engineer  
 For & on behalf of Superintending Engineer

## **LIST OF ANNEXURES**

### **Annexure I**

#### **1. INSTRUCTIONS TO BIDDERS**

Appendix 1	:	Not Applicable in the present Bid
Appendix 2	:	Bid Submission Form and Agreement
Appendix 3	:	Bid Bond Bank guarantee Proforma
Appendix 4	:	Check List
Appendix 5	:	Exception/Deviations Proforma
Appendix 6	:	Past Supplies Proforma
Appendix 7	:	Bidders Information Proforma
Appendix 8	:	Schedule of Rates
Appendix 9	:	Authorization Letter for attending tender opening

**Annexure II** : GENERAL TERMS AND CONDITIONS (GTC)

**Appendix to Annexure II** : Proforma for Bank Guarantee for Performance Bond

**Annexure III** : BID EVALUATION CRITERIA

**Annexure IV** : DESCRIPTION OF STORES AND TECHNICAL SPECIFICATIONS

## INSTRUCTION TO BIDDERS

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

### 1. PREPARATION OF ENQUIRY/BID

- (I) Bid shall be submitted in the prescribed proforma as per **Appendices 2 to 8**. The Bid duly filed in and signed should be returned intact.
- (II) In the event of the space on the Bid being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the ENQUIRY/BID Number and duly signed.
- (III) 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.
- (IV) The bids can only be submitted in the name of the bidder in whose name the ENQUIRY/BID documents are issued. The BID papers shall be filed in and complete in all respects shall be submitted together with requisite information and **Annexure**. It shall be complete and free from ambiguity, change or interlineations.

Any annotations or accompanying documentations shall be in English –language only.

Bidders should indicate at the time of quoting against this ENQUIRY their full postal and telegraphic/telex/E-mail addresses.

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

Each document shall be signed by a duly authorised officer and in the case of a corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal.

Bidder shall clearly indicate their legal constitution and the person signing the bid 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 bid. This office may reject outright any bid unsupported by the adequate proof of the signatory's authority.

- (V) It must be ensured that each page of the BID including terms and conditions and Bid Evaluation Criteria (**Annexures I, II and III**) are signed by bidder and returned to this office alongwith offer.

## **2. DELIVERY OF BID**

- 2.1 The BID will be on the basis of "Two bids system" and offers are to be submitted in duplicate sealed covers. The first inner sealed cover will contain "Technical Bid" and have all details of equipment to be supplied including a copy of "Commercial Bid" with price column blanked out. There will be no mention of price anywhere in the "Technical Bid". Earnest money /Bid Bond will also be sent in above first inner cover. This cover will clearly be superscribed with "Technical bid" alongwith ENQUIRY/BID number and item description.

The second sealed inner cover will contain all the commercial details of the bid and will be clearly superscribed with "Commercial Bid" alongwith ENQUIRY number. These two covers shall be put into an outer cover and sealed. The outer cover should duly bear date of ENQUIRY and the ENQUIRY number and also date of opening prominently underlined alongwith the address of this office.

If on the basis of technical evaluation clarification is sought the bidder if considers it necessary to change the prices quoted by him the revised bids in respect of all the items would be sent by the bidder in a sealed cover clearly superscribed a "Revised commercial Bid" which will be opened at the same time as the original commercial bid and only revised commercial bid will be taken into account for the BID Evaluation.

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

- 2.2 The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.
- 2.3 Your offer must reach this office not later than the time specified in the ENQUIRY/BID document. Offers sent by hand delivery should be put in the tender Box at this office at specified time & date. All outstation bids, if sent by post, should be sent under registered cover.
- 2.4 Any change in quotation after opening of ENQUIRY/BID WILL NOT BE CONSIDERED.
- 2.5 This office will not be responsible for the loss of quotation or for the delay in postal transit.
- 2.6 Bidder is advised in his own interest to ensure that his offer reaches this office well before the closing date and time of the ENQUIRY as the offers received after the closing date and time of the ENQUIRY will not be considered.
- 2.7 TELEX/ TELEGRAPHIC/ TELEFAX/ Email offers, whether received directly by this office or submitted will not be considered.

## **3. VAGUE AND INDEFINITE EXPRESSION**

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

The offers of such suppliers who have not kept the validity open till the period stipulated in the ENQUIRY/BID will be treated as un-responsive and will be ignored without making any back reference.

- 4.2 The bidder will undertake not to vary/modify the bid during the validity period or any extension thereof.

#### **5. OPENING OF ENQUIRY/BID/BIDS**

- 5.1 The bids will be opened at the time specified in the ENQUIRY/BID document, on the date of opening indicated in the "Invitation to bid." The bidder or his authorised representative may be present at the time of opening of bids on the specified date, but a letter in the form annexed as Appendix-9 hereto must be forwarded to this office along with bid document and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him he may not be allowed to attend the opening of ENQUIRY/BID.

- 5.2 In case of unscheduled holiday on the closing of the ENQUIRY/BID and opening day of Bid, the next working day will be treated as scheduled prescribed day of closing of ENQUIRY/BID and opening of the bid, the time notified remaining the same.

6. **PRICE :** The Bidder is to quote firm price fully in Indian currency on FOR DDK DELHI . Applicable Tax should be quoted separately .

##### **6.1 Repeat orders**

The bidder is advised to quote rates keeping in mind that repeat order can also be placed upto 50% of the original quantity of any item(s) on the same terms and conditions as stipulated in the original supply order during the validity of this order, or within six months of original supply order, whichever is later. It will be obligatory on the part of the supplier to execute such repeat order(s) also.

##### **6.2 Payment of excise duty and sales tax (on ultimate products)**

Payment of excise duty and sales tax (on ultimate products), as applicable on the closing date of ENQUIRY/BID will be to supplier's/contractor's account. In the case of "Two Bid" system where revised price bids are permitted after technical discussions payment of these charges as applicable on closing day of revised price bids, will be to supplier's/contractor's account. Any statutory variation (both plus and minus) in the rate of excise duty/sales tax after closing date of ENQUIRY/BID /revised price bid but before the expiry of the contractual delivery/completion period alongwith price of initial lot of spares will be to the account of this office.

**7. Trade/Volume discount**

Bidders will not indicate separate discount. Discount, if any, should be merged in the rates against the quoted items(s). Discount of any type indicate separately will not be taken into account for evaluation purposes.

**8. Eligibility criteria**

Bid from sole selling agents/authorised distributors/authorised dealers shall be considered provided such bids are accompanied with necessary supporting documents/authority letter from concerned actual manufacturer who authorised them to market their product, provided, further, such an authority letter is valid at the time of bidding. Required Warranty cover of the manufacturer for the product will be provided by such a supplier..

**9. Scope of supply:**

The delivery of the stores 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.

**10. Acceptance of offer by Telex/Telegram/Fax:**

Acceptance by the Purchaser may be normally communicated by telex/Telegram/Fax. In case where acceptance is communicated by telegram/telex/fax the regular order will be forwarded as soon as possible but the instructions contained in the telegram/telex/Fax should be acted upon immediately. With the issue of telegram/telex/Fax of acceptance the contract shall be deemed to have concluded.

1. The bidder must note that his offer, will be rejected in case the BID stipulations are not complied with strictly or the goods offered do not conform to the required specifications indicated therein. The lowest bidder will be determined from among those Bids which are in full conformity with the required specifications.
2. If this office finds that materials are not of the correct quality or not according to required specification or otherwise not satisfactory owing to any reason of which the office will be the sole judge, the office will be entitled to reject materials, cancel the contract and buy its requirements in the open market at the risk and cost of supplier, reserving always to itself the right to forfeit the security deposit placed by the supplier for fulfilment of the contract.

**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 Draft/Bank Guarantee of a schedule Bank in favour of PBCI, DDO DOORDARSHAN KENDRA 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 1.4 of Invitation to Bid. The bid bond should initially be valid upto 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 Bidder shall be forfeited by this Organisation in the following events:

- a) If bid is withdrawn during the validity period or any extension thereof.
- b) If bid 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 bidder, whose bid 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 bid. 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 30 (Thirty) 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 KENDRA, NEW DELHI or in lieu thereof Performance Bond for the amount as indicated in the "Invitation to Bid".

## **12. Catalogue/Literature of the equipment & spare parts**

The supplier will send two copies of catalogue of spare parts/ manuals of operation/maintenance/repairs to the consignee alongwith materials. A certificate of compliance of above conditions will be sent by the supplier. The bid must accompany necessary literature of the equipment/catalogue of spare parts, failing which the offer will be rejected.

## **13. Transfer of ENQUIRY/BID/Bid documents.**

The ENQUIRY documents are non-transferable.

## **14. Correspondence**

(1) Our E-Mail address is "sgddknd@rediffmail.com"

Fax : 91 – 11 – 23097541

(2) All correspondence from bidder/supplier shall be made to the Purchase Authority ( by name ) who has issued this ENQUIRY/BID.

(3) All correspondence shall bear reference to ENQUIRY / Purchase Order with date.

## **15. Name of manufacturer and certificate of origin**

The name of the manufacturer should be clearly mentioned in the offer. In case of acceptance of his offer, the bidder shall have to furnish a certificate of origin from the Chamber of Commerce of the exporting country along with negotiable shipping documents.

### **Extension of Delivery/Completion Period**

In case the suppliers anticipate that he would not be in position to supply the equipment and (OR) complete the work within the stipulated period, he should approach the Superintending Engineer , DDK Delhi for extension/refixing of delivery/completion period with or without imposing penalty giving detailed reasons & justifications for the delay. The decision of Superintending Engineer , DDK Delhi in this regard shall be final and binding.

### **Payment terms:-**

- a) 70% of the cost of identifiable equipments required for the works will be paid as secured advance within 45 days after receipt of such equipments in good condition at DDK Delhi for whom the contractor will submit his claim. 20% of the cost of all equipments plus 90% of installation, testing/commissioning charges will be paid after completion of the work.
- b) Balance 10% of the contract value will be paid after issue of certificate for satisfactory working of equipments and deposit of performance bond. The contractor shall obtain a completion certificate and submit the same to Superintending Engineer Doordarshan Kendra Delhi for claiming balance 10% payment.
- c) In case of supply of equipment, 95% of the cost of equipments will be paid against delivery of all equipments within 45 days after receipt of such equipments in good condition at DDK Delhi for whom the contractor will submit his claim. Balance 5% of the cost of all equipments will be paid after issue of certificate for satisfactory working of the equipment and deposit of performance bond.

The supplier will submit their bills drawn in favour of Chief Engineer (NZ) (TVM) Akashwani & Doordarshan, Jamnagar House, New Delhi along with copy of Inspection Notes and provisional consignees Receipt certificate to SUPERINTENDING ENGINEER DOORDARSHAN KENDRA DELHI . The Chief Engineer (NZ) (TVM) office will process the bills for making payment. Moreover, the Chief Engineer (NZ) (TVM) reserves the right to revise these terms in exceptional cases in the interest of public service.

### **16. UNSOLICITED POST BID MODIFICATION**

In case certain clarifications are sought by this office after opening of bids, 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 office 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.

### **17. Clarification in respect of Incomplete offers.**

This office has to finalise its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this office to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the

BID. Bids not complying with this office requirements may be rejected without seeking any clarifications.

**18. Income Tax Liability**

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

- a) Income tax as applicable of the contract value will be deducted at source from the bills. The present rate is 2% plus Education Cess.
- 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 Chief Engineer (NZ) (TVM).

**19. After sales service and Training**

The bidder must furnish complete details of after sales service arrangements including training to be provided in respect of the equipment. After sales service arrangements should include details of infrastructural facilities available in the country. The training should be made available free of cost at DOORDARSHAN KENDRA DELHI. Failure to give this information will lead to automatic rejection of the offer, without any back reference to the bidder.

**20. Replacement/ Rectification**

In the event the stores/equipments/materials supplied against the contract are found to be defective, the supplier will have to take them back at his own cost and if so instructed by this office, to replace/rectify the defects free of charges without loss of time. The supplier will not be entitled to dispose-off the stores/equipment/material given for replacement/rectification without the prior permission of this office. All charges concerned with the rectification including freight charges will be borne by the supplier.

**21. Evaluation/ Scrutiny of Bids.**

Technical/commercial bids shall be undertaken in accordance with the prescribed procedure by a committee of the office, duly constituted for this purpose. The technical evaluation would be based on (i) assessment of technical capability of bidder to manufacture tendered items; (ii) capability of bidder to effect supplies tendered in stipulated time as assessed on the basis installed capacity for manufacturing and turnover of tendered items in preceding two years; and (iii) past record of timely and good quality supply by the bidder in preceding two years.

ENQUIRY/BID No.DDK/DLH/2( 42)ES/2010-EI DATED 17/01/11

**SUPPLY OF**  
**Broadcast Quality**  
**Wired Lavalier (Lapel) Microphone**

**AT**

***PRASAR BHARATI***  
***BROADCASTING CORPORATION OF INDIA***  
***DOORDARSHAN KENDRA***  
***DOORDARSHAN BHAVAN PHASE II***  
***COPERNICUS MARG NEW DELHI***

## Bid Submission Form and Agreement

ENQUIRY/BID No. \_\_\_\_\_

To,

The Superintending Engineer  
Doordarshan Kendra ,  
Doordarshan Bhawan Phase II  
Copernicus Marg, New Delhi

Dear Sirs,

1. I/We hereby offer to supply the stores detailed in schedule hereto or such portion thereof as you specify in the Acceptance of bid 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", 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, drawings and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.
3. The following pages have been added to and form part of this bid .

Yours faithfully,

Signature of Bidder  
Address

Date

Signature of witness

Address

**PROFORMA OF BANK GUARANTEE FOR BID BOND**

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

Ref :

To  
 The President of India  
 Prasar Bharati (BCI),  
 Superintending Engineer  
 Doordarshan Kendra  
 Doordarshan Bhawan Phase -II  
 New Delhi-110001

Dear Sirs,

Whereas the Prasar Bharati (BCI), Superintending Engineer ,Doordarshan Kendra Doordarshan Bhawan Phase -II, 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 an ENQUIRY No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Registered/head office at \_\_\_\_\_ (Hereinafter called the "Bidder" which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. \_\_\_\_\_ and bidder having agree to furnish as a conditions precedent for participation in ENQUIRY/BID as unconditional and irrevocable bank guarantee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) for the due performance of bidder/'s obligations as contained in the terms of the ENQUIRY/BID and other terms and conditions contained in the ENQUIRY/BID Documents supplied by the Organisation specially the conditions that (a) bidder shall keep his bid open for a period of day, i.e., from \_\_\_\_\_ to \_\_\_\_\_ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the Organisation(b) the bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the Organisation within the required time. The bidder has absolutely and unconditionally accepted these conditions. The Organisation and the bidder have agreed that ENQUIRY/BID document is an offer made on the condition that the bid, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to this office for a period of \_\_\_\_\_ days, i.e., from \_\_\_\_\_ to \_\_\_\_\_ or any,

extension thereof and that making of the bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in ENQUIRY/BID and the bid documents. They have further agreed that the contract consisting of ENQUIRY/BID documents as the OFFER and submission of the bid as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the bid is finally accepted by this office. The consideration for this separate initial contract preceding the main contract is that the that the bid shall be kept open for the period indicated above and the bidder desires to make a bid on this condition after entering into this separate initial contract with this office promises to consider the bid on this condition and bidder agrees to keep this bid 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 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 bidder and any such demand made by the office on the bank shall be conclusive and binding notwithstanding any difference between office and the bidder or any dispute pending before any court arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the this office in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank..

3. The bank also undertakes that the 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 bidder.
4. The bank further agree that as between the bank and this office , purpose of the guarantee, any notice of the breach of the conditions contained in ENQUIRY/BID and other terms and conditions contained in the ENQUIRY/BID Documents as referred above given to the bank by this office 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 this office or that of the bidder. . We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with this office that this office 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 bid 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 this office or any indulgence shown by the Organisation to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
6. 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 this office 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 this office under this guarantee shall be valid and shall not cease until we have satisfied that claim.
7. In case contract is awarded to the bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to this office a bank guarantee for Rs \_\_\_\_\_ (in figure) Rupees \_\_\_\_\_ only (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this office 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 this office 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 this office under this guarantee shall be valid and shall not cease until we have satisfied that claim.
8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in \_\_\_\_\_ and any other authority(indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee.

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

In witness 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

(Full name and address in capital letters)

No. \_\_\_\_\_

Date \_\_\_\_\_

## **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. The bank guarantee is to be given in Indian Rupees.
4. The period of sixty (60) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 7 should be available after the expiry of the validity period of the ENQUIRY/BID or any extension thereof.
5. The bank guarantee by the bidder will be given from Nationalised/scheduled Bank only.

**CHECK LIST**

The bidders 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"**

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

Yes	No	Not applicable
-----	----	----------------

- 2.2 If so furnish the following

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

(Signature of the Bidder)



11. 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 ENQUIRY/BID No with date of closing and opening date?

Yes No

12. Is the offer being sent by Registered post OR hand delivered to the authorised officer?

Sent by Registered Post		Hand Delivered	
Yes	No	Yes	No

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

14. Are the pages of the bid consecutively numbered and an indication given on the front page of the ENQUIRY/BID as to how many pages are contained in the ENQUIRY/BID?

Yes No

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

Yes No

16. Whether Failure and Termination Clause, of the ENQUIRY/BID/bid is accepted

Yes No

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

-----  
-----

18. Whether guarantee/warranty has been furnished ?

Yes No

(Signature of the Bidder)

**GROUP "B"**

1. Not Applicable.
2. Whether details of your registration under Sale Tax/Central Sales Tax /Service Tax/VAT etc have been indicated in the offer ?

Yes

No

## **TECHNICAL**

1. Whether necessary literature/catalog of the full complement of equipment as well as spare parts as well as operation service and maintenance manual thereof has been attached with the offer?  

Yes	No
-----	----
  
2. Whether the materials 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 model of each of equipment offered is the latest?  

Yes	No
-----	----
  
5. If yes when was the product released in the market? Details of supplies made.  

Yes, Date	No
-----------	----
  
6. Whether the spares support will be available for a period of 5 years from the date of supply?  

Yes	No
-----	----
  
7. Do you have an after sales service centre at Delhi ?  

Yes	No
-----	----
  
8. If not, which is the nearest service centre (Address)
  
  
  
  
  
  
  
  
  
  
9. Whether you have enclosed technical evaluation report of each of item?  

Yes	No
-----	----
  
10. Whether complete details of after sales service arrangement given including training for the officials of this organisation to be provided by both foreign supplier and indigenous supplier.  

Yes	No
-----	----

(Signature of the Bidder)

**EXCEPTION/DEVIATION PROFORMA**

This office expects the bidders to fully accept the terms and conditions of the ENQUIRY/BID document. However, should the bidder still envisage some exception/ deviations to the terms and conditions of the ENQUIRY/BID 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 ENQUIRY/BID documents.

Clause No. of ENQUIRY/BID document	Full compliance not agreed	Exception/ deviation taken by Bidder	Confirmation if price effect for withdrawal of this exception has been specified in the Price Bid	Remarks

Signature of the Bidder

Name \_\_\_\_\_

Seal of the Company

**BIDDERS PAST SUPPLIES PROFORMA**

Sl. No.	Name & Address of client	Period from	Description in detail	Total quantity supplied successfully	Remarks

Note: Certificate from clients to be enclosed alongwith this proforma.

**BIDDERS INFORMATION PROFORMA**

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

ENQUIRY/BID No. \_\_\_\_\_ Due for opening \_\_\_\_\_

Whether stores offered conform to particulars quoted at Annexure-IV, if not, details of deviations must be stated here.

1. (i) Brand  
(ii) Name & address of the manufacturer/supplier.
2. Date by which delivery can be completed.
3. Packing: whether specification packing will be adhered to:
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 a private purchaser for the same class and description of goods 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 bidding 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. Sales tax registration if any
7. Central Sales Tax /VAT Registration No. if any

Signature of Bidder

Date \_\_\_\_\_

**PRICE BID****Schedule of Rates**  
(To Be Filled In By Bidders)

ENQUIRY/BID No \_\_\_\_\_

Bidder Name \_\_\_\_\_

Country of Origin \_\_\_\_\_

Due Date \_\_\_\_\_

Bidders Quotation No. \_\_\_\_\_

Currency Indian Rupees

Validity of Quotation \_\_\_\_\_

No. form	Description of item	Quantity	Unit	FOR PRICE IN Rupees		Taxes / Extra if any
				Unit Price	Total Price	
1	2	3	4	5A	5B	
1	<b>Broadcast Quality Wired Lavalier (Lapel) Microphone with all essential accessories.</b>  <b>Make:</b>  <b>Model:</b>	22 Sets				

Bidder's Signature  
Date  
Seal

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**APPENDIX-9**

No.

To,

PRASAR BHARATI (BCI),  
SUPERINTENDING ENGINEER  
DOORDARSHAN KENDRA ,  
DOORDARSHAN BHAWAN PHASE -II  
NEW DELHI-110001.

SUBJECT : ENQUIRY No. \_\_\_\_\_ due on \_\_\_\_\_

Sir,

Sri \_\_\_\_\_ has been  
authorised to be present at the time of opening of above ENQUIRY/BID due on  
\_\_\_\_\_ at New Delhi on my/our behalf.

Yours faithfully,

Signature of Bidder

Copy to : Shri \_\_\_\_\_ for information and  
for production before the time of opening of ENQUIRY/BID/BID.

**General Terms And Conditions (GTC)**

(Each page must be signed and returned alongwith 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 order issued by this organisation to the successful bidder including subsequent amendments to ORDER in writing thereof.

**1.2 This office /Purchaser/Organisation**

Shall mean PRASAR BHARATI (BCI), SUPERINTENDING ENGINEER DOORDARSHAN KENDRA, DOORDARSHAN BHAWAN PHASE -II, 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 of firm or company in India 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 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.

**1.5 DELIVERY PERIOD**

Shall mean despatch by the date specified in the ORDER.

**1.6 DESTINATION**

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

**1.7 EQUIPMENTS/MATERIALS**

Shall mean and include any equipment, instruments stores and goods to be supplied for under the ORDER and amendments thereto.

## **1.8 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).

## **1.9 INSPECTORS**

Shall mean any person or outside Agency nominated by this Organisation to inspect equipment, materials and services, if any, in the contract stagewise as well as final before despatch at SUPPLIERS Works and on receipt at destination as per the terms of the ORDER.

## **1.10 TESTS**

Shall mean such process or processes to be carried out by the SUPPLIER as are prescribed in the ORDER considered necessary by this Organisation or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

## **1.11 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.

## **1.12 F.O.R./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.

2.1.1 Completeness of the EQUIPMENT shall be the responsibility of the SUPPLIER. Any equipment fittings and accessories, which may be specifically mentioned in the specification or drawing (s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENTS (successful operation and functioning of the equipment being SUPPLIERS responsibility shall be provided by the SUPPLIER without any extra cost.

2.2 The SUPPLIER shall follow the best modern practice in the manufacture of high grade EQUIPMENT notwithstanding any omission in that the SUPPLIER shall in all respect design, engineer, manufacture and supply the same within delivery period to the entire satisfaction of the Organisation.

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

All equipment to be supplied 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 and necessary certificate shall be furnished.

**3. SPECIFICATION, DRAWING, TECHNICAL MANUALS**

3.1 The SUPPLIERS shall furnish two copies of technical documents final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue before despatch of the equipment .

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

3.3 The SUPPLIER shall provide cross sectional, drawing to identify the spare parts numbers and their location. The size of bearing, their make and number shall be furnished.

3.4 Specifications, issued by this Organisation to the supplier along with specification attach with ENQUIRY/BID or ORDER are not to be sold or given on loan. These documents continue to remain property of this Organisation. OR THEIR ASSIGNEE AND ARE SUBJECT TO RECALL BY this Organisation. The SUPPLIER and its employees shall not make use of the drawings, specification and technical information for any purpose any time and shall not disclose the same to any person, firm or corporate authorities without written permission of the Organisation. All such details shall be kept confidential.

3.5 In order to facilitate quick disposal, copies of the drawing for approval shall be submitted to authority issuing order.

**4. ACCEPTANCE OF ORDER**

4.1 Within fifteen (15) days from date of mailing of ORDER SUPPLIER shall confirm acceptance of the order in its entirety.

4.2 The ORDER is accepted unconditionally by SUPPLIER by returning to this Organisation copy of the ORDER duly signed, without qualification.

4.3 When SUPPLIER has accepted the order with all its terms and conditions, SUPPLIERS with general sales conditions and all previous correspondence are considered superseded and void.

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

## **5. MODIFICATION IN ORDER**

- 5.1 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.
- 5.2 This Organisation shall not be bound by any printed conditions, provision in the SUPPLIER 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.

## **6. JOINT AND SEVERAL RESPONSIBILITY**

- 6.1 Where Suppliers Equipment or any part thereof are to be used jointly with the equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to supplier) this Organisation will hold supplier and the manufacturer jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment.
- 6.2 Consequently, SUPPLIER shall establish and maintain all necessary contract with the manufacturer to be indicated by the organisation with a view to ensuring the exchange of all relevant data and information.

## **7. SECURITY DEPOSIT/PERFORMANCE BOND.**

- 7.1 The successful bidder, within 30 (Thirty) days of the receipt of order/letter of intent will be required to send Security Deposit in the form of Bank Draft 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 5 % of the value of the order in case of FOR destination contracts.
- 7.2 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 Condition (GTC).
- 7.3 This Organisation shall not be liable to pay any Bank Charges, Commissions or interest on the amount of security deposit/Performance Bond.
- 7.4 Security deposit/FDR, Performance Bond shall be refunded to the supplier after completion of warranty period as stipulated in the order. If the materials are supplied in

the extender delivery period, the supplier will extend the validity of Bank Guarantee accordingly and the Bank Guarantee will be released after extended validity is expired.

## **8. WARRANTIES AND GUARANTEES.**

### **8.1 MATERIALS AND WORKMANSHIP**

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

8.2.1 SUPPLIER shall fully warrant that all the stores, Equipment and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).

8.2.2 Should any defects be noticed in design, material and/or workmanship within 24 months from the date of supply at Doordarshan Kendra, Delhi or the guarantee/warranty period as specified in specifications ( Annexure IV) whichever is later, the organisation shall inform supplier and Supplier shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective equipment at site without any cost to the Organisation within a reasonable period. If the supplier fails to take proper corrective action to repair/replace the defects satisfactorily within the reasonable period, this Organisation shall be free to take such corrective action as may be deemed necessary at contractor's risk and cost after giving notice to the SUPPLIER.

8.2.3 Damage to the machinery and/or equipment due to incomplete and erroneous instructions issued by supplier will be responsibility of the supplier and will be treated according to the provisions of warranty clause. Normal wear & tear shall not come under purview of this clause.

8.2.4 In case defects are of such nature that equipment shall have to be taken to suppliers works for rectification etc. Supplier shall take the equipment at his cost after giving necessary undertaking or security as may be required by the Organisation. This Organisation shall, if so required by the supplier, despatch the equipment by quickest mode on "Freight-to pay" basis to the supplier's works. After repairs suppliers shall deliver the equipment at site on freight pre-paid basis. All risks in transit to and fro shall be borne by the supplier.

8.2.5 Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

8.2.6 The supplier shall guarantee that they will supply spare parts if and when required on agreed price. The agreed price should include but without any limitation to agreed discount on the published catalogue price or on agreed percentage of profit on the landed cost.

- 8.2.7 The supplier will warranty that before going out of production for any of spare parts, they will give adequate advance notice to the purchaser so that the latter may undertake to procure, if necessary, the balance of the life time requirements.
- 8.2.8 If the repairs, replacement or modification referred are of such nature as may affect the efficiency of the equipment this Organisation shall have the right to give to the supplier within one month of such replacement/renewal notice in writing to carry out test as may be required for acceptance of the equipment.
- 8.2.9 If the supplier fails to honour his obligation to repair or replace defective goods within a reasonable period of time, or if supplier refuses to carry out work under the guarantee clause and implied guarantee condition, if danger is anticipated or in case of severe urgency, the Organisation shall be entitled to carry out, at Supplier's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods have been delivered by Supplier, this Organisation is entitled to procure the remaining goods at Supplier's cost and risk. This does not relieve Supplier's of any of his guarantee 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.

## **9. PERFORMANCE GUARANTEE**

- 9.1 SUPPLIER shall guarantee that the performance of the equipment/material supplied under the order shall be strictly in conformity with specification and shall perform the duties specified under the order.
- 9.2 The SUPPLIER shall guarantee that the materials/equipment that shall be purchased from the sub-contractor(s) shall be such as to fulfil the requirements laid down vide para 8.1 to 8.2.9 above and shall undertake to ensure fulfilment of these requirement.

## **10 REJECTION**

If the organisation finds that the goods supplied are not in accordance with the specification and other condition stated in the order or its sample (s) are received in damaged conditions (of which matters this Organisation will be the sole judge), this Organisation shall be entitled to reject the whole of the goods or the part, as the case may be and intimate to the supplier the rejection without prejudice to the Organisation other rights and remedies to recover from the supplier any loss which the organisation may be put to also reserving the right to forfeit the security deposit/performance bond if any made for the due fulfilment of the contract. The goods shall be removed by the supplier and if not removed within 14 days of the date of communication of the rejection the Organisation will be entitled to dispose-off the same on account and at the risk of the supplier and after recovering the storage charges at the rate of 5% of the value of goods of each month or part of month and loss and expense if any caused to the Organisation pay balance to the supplier.

## **11. FAILURE AND TERMINATION CLAUSE**

Time and date of delivery shall be essence of the contract. If the contractor fails to deliver the stores within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods the purchase may without

prejudice to any other right or remedy, available to him to recover damages for breach of the contract :-

- 11.1 Recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the contract price of the whole unit per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto 5% of the contract price of whole unit of stores which the contractor may fail to deliver within the period fixed for delivery. After full period of extension, termination of the contract will be considered by the Organisation.
- 11.2 Purchase or authorise the purchase elsewhere on the account and at the risk of the contractor, of the stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the contractor without cancelling the contract in respect of the instalment not yet due for delivery or,
- 11.3 Cancel the contract or a portion thereof by serving prior notice to the contractor and if so desired purchase or authorise the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily procurable) at the risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his bid for risk purchase even though the lowest, where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not, the Security deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.
- 11.4 Where action is taken under sub-clause (b) or sub-clause (c) above the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement, to purchase, such agreement is made in case of failure to deliver the stores, within 6 months from the date of such failure and in case of repudiation of contract the contractor shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the contractor.
- 11.5 It may further be noted that clause (a) above provides for recovery of liquidated damages on the cost of contract price of delayed supplies (whole unit) at the rate of 1/2% (Half Percent) of the contract price of the whole unit per week for such delay or part thereof upto a ceiling of 5% of the contract price of delayed supplies (whole unit). Liquidated damages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order, from the bill for payment of the cost of material submitted by the contractor or his foreign principals in accordance with terms of supply order on instruction from Purchaser regarding liquidated damages amount.
- 11.6 Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time all the missing parts are also delivered.

## 12. **INSPECTING/TESTING OF MATERIAL**

The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspection authority.

- 12.1 The contractor shall ensure that the material to be supplied against this order shall be individually inspected, tested and analysed in terms of the specifications attached to the bid and the relevant codes and practices specified therein by expression or implication. Necessary test reports shall be provided as required.
- 12.2 The contractor should make available to the Organisation and any other individual/agency authorised by the Organisation for the purpose of inspection all its records and results in respect of inspection, test and analysis conducted by it as part of their manufacturing and testing operation under the applicable codes and practices specified by expression or implication in the bid.
- 12.3 Inspection tests and analysis shall be carried out/conducted at the contractor's works by the authorised representative of the Organisation and the cost of such inspection tests and analysis including the cost of to and fro air fare and accommodation and cash allowances payable shall be borne by the Organisation.
- 12.4 The Contractor shall provide and deliver free of charge for tests/analysis by an independent authority at any such place or places as the Organisation or its authorised inspector may reasonably require such raw material (s) used or intended to be used for the contracted work by the Contractor as the Organisation/Inspector shall consider necessary. The cost of such tests/analysis shall be borne by the Contractor.
- 12.5 This Organisation shall be entitled at all times, whether prior to, during or after the completion of inspection by itself and/or through inspectors appointed by the Organisation at the Organisation's cost, to inspect, test and/or analyses and/or to direct the Contractor in all respect of any store(s) or materials processes used or proposed to be used in the fabrication of the product of any of them. The said inspection, tests and analysis as far as required, is to be conducted in the presence of the inspectors. The contractor shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.
- 12.6 Should the contractor fail to comply with any of the provisions aforesaid relating to inspection, testing and /analysis the Organisation shall be entitled by itself and/or through inspectors to conduct or have conducted the inspection, test and/or analysis at the risk and expense of the contractor in all respects.
- 12.7 No rejected raw materials shall be used for the contracted work or re-tendered for inspection and/or test except with the prior permission of concerned Inspectors.
- 12.8 Unless otherwise specifically authorised by the Organisation in writing, the contractor shall not ship or despatch for shipment under the contract entered into, any material which has not been properly inspected/tested marked and in respect of which a certificate of quality has not been issued or signed by the inspectors.

- 12.9 In addition to the general conditions of the inspection stated above, the contractor shall also satisfy all the specific conditions of inspection as enumerated in the specification attached.
- 12.10 In addition to inspector(s) the Organisation shall be entitled to nominate depute or designate a representative to be stationed at the contractor's factory in order to supervise and/or coordinate operations related to the contract. In the event of there being more than one factory involved in the work entrusted to the contractor, the Organisation shall be entitled to nominate/depute or appoint such representative(s) as necessary in respect of each such factory.
- 12.11 The Contractor shall at his cost afford and ensure proper working facilities to the said representative(s) at the factory (ies) to enable him to perform his functions, and shall furnish him with all such information, data and assistance as he may require for the proper performance of his functions, and shall furnish him with all such information, data and assistance as may be required for the proper performance of his functions.
- 12.12 The posting of such a representative by the Organisation or his actions in any manner does not absolve the contractor of any liability, and/or responsibility under this contract. The representative's posting shall be treated as advisory to the Organisation.
- 12.13 For false calls for the cases where material is rejected on inspection the supplier will bear the actual cost of inspection incurred/suffered by the Organisation.
- 12.14 Place of inspections specified in supply order will not be changed without written confirmation from Purchase Authority.

**13. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS**

- 13.1 If the Organisation finds that material supplied are not of the correct quality or not according to specification required or otherwise not satisfactory owing to any reason of which the Organisation will be the sole judge, the Organisation will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of supplier, reserving always to itself the right to forfeit the security deposit/performance bonds placed by the supplier for the due fulfilment of the contract.
- 13.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

**14. SUBLETTING AND ASSIGNMENT**

The contractor shall not save with the previous consent in writing of the purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

**15. INTER/CHANGEABILITY OF PARTS**

- 15.1 If against any item it becomes necessary to supply spare parts being of different part other than specified the contractor shall be required to give the following certificate to the purchaser before arranging supply of spare parts bearing different parts numbers. If there is any obvious typographical or clerical error in the part number and /or

description of any item, the supplier will supply the correct part. The aforesaid certificate should be supplied in such cases also. The supplier will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

“The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in equipment/machines and the existing fittings for which they are intended without in any way affecting the efficiency and quality of performance of the equipment/machines”.

- 15.2 If however, the substitute spare part is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit is offered instead of one small item(s) forming part of the kit the supply of the kit would be subject to the following conditions:-
- (a) The supply of the kit will be accompanied with a certificate that the manufacturer, have definitely stopped supply of the spare parts but supplying only a kit.
  - (b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.
  - (c) In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.
- 15.3 Provided further that if any part numbers are declared by the purchaser to be unsuitable to the machines for which they have been supplied within 60 days from the date of arrival of the stores at site, the supplier will take them back at their own cost and expense.

## 16. **DESIGNS, PATENTS AND ROYALTIES**

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirement of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license fee(s) as may be necessary. The contractor shall keep the Organisation indemnified from and against any and all claims, actions demand and proceedings whatsoever brought or made against the organisation on the basis of any patent or infringement there of claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the contractor shall at their own risk and any work executed by the contractor shall at their own risk and expense defend any suit for infringement or patent or like suit brought against the Organisation (whether with or without the contractor being a party thereto and shall pay damages and costs awarded in such suit and keep the Organisation indemnified from and against all consequence thereof.

## 17. **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 unable 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 are suspended by force majeure conditions lasting for more than 2(two) months, the Organisation shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

**18. LANGUAGE/TERMINOLOGY**

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

**19. REPEAT ORDER**

Repeat order can also be placed with the supplier upto 50% of the qty. of this order on the same terms and conditions as stipulated in the original supply order, during the validity of the supply order or within six months from the date of this supply order, whichever is later. It is a condition of this order and it will be obligatory on the part of supplier to execute such repeat order(s) also as the consideration for this option on favour of the purchase forms part of the main consideration under this order.

**20. FALL CLAUSE**

20.1 The price for the stores under the contract/Supply order by the contractor/Supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the stores or offers to sell stores of identical description to any persons/organisations including the purchaser or any department or the Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be during the currency of the contract supply order.

20.2 If at any time, during the said period the contractor/supplier or his agent/principal/dealer as the case may be reduces the sales price, sells or offers to sell such stores to any persons/organisations including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this supply order and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will however, not apply to:

20.2.1 Exports by the contractor/supplier or

20.2.2 Sale of goods as original equipment at prices lower than the prices charged for normal replacement.

- 20.3 The contractor /supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this supply order/contract:

"I/we certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the (PRASAR BHARTI (BCI) , SUPERINTENDING ENGINEER DOORDARSHAN KENDRA, DOORDARSHAN BHAWAN PHASE - II, NEW DELHI) under the contract/supply order here in and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the supply order/contract whichever is later at a price lower than the price charged to PRASAR BHARTI (BCI) , SUPERINTENDING ENGINEER DOORDARSHAN KENDRA, DOORDARSHAN BHAWAN PHASE -II, NEW DELHI under the contract/supply order except for quantity of stores categories under sub-clauses (a) and (b) of sub para, (ii) above details or which are as follows:

- 1
- 2
- 3

## 21. **PACKING & MARKING**

- 21.1 The supplies shall be packed confirming to the prescribed standards in force to withstand air/ocean/land journey and ensuring the safety of cargo en-route and also arrival of material at ultimate destination i.e Doordarshan Kendra, Doordarshan Bhawan Phase-II, Copernicus Marg, New Delhi in good condition.

The consignment shall be comprehensively insured against all risks by the supplier upto Doordarshan Kendra Doordarshan Bhawan Phase-II Copernicus Marg New Delhi.

## 22. **SHORT/DAMAGE/DEFECTIVE/NON RECEIPT OF MATERIAL**

The Supplier is responsible for safe arrival of the material in full and in good condition as per supply/purchase order upto Doordarshan Kendra Doordarshan Bhawan Phase-II Copernicus Marg New Delhi and will make good any deficiency noticed on arrival .

## 23. **ARBITRATION**

If any dispute, difference, question or dis-agreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specification, design, drawings, estimates, schedules, annexures, orders, instructions, the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties

hereunder or any matter whatsoever incidental to his contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the, Doordarshan Kendra Delhi . It will be no objection to any, such appointment that the arbitrator so appointed is an employee of this Organisation or that he had to deal with the matters to which contract relates and that in the course of his duties as this Organisation employees he had expressed views on all or any of the matters in dispute or difference.

If an arbitrator to whom the matter is referred dies or refuse to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Doordarshan Kendra Delhi to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to Doordarshan Kendra Delhi to this effect failing which the arbitrator will be entitled to proceed de-novo.

It is a further term of this contract that no person other than the person appointed by the Doordarshan Kendra Delhi as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

The arbitrator(s) may from time to time, with the written consent of all the parties to the contract enlarge the time for making and publishing the award.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause.

It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

The arbitrator shall give reasoned award in respect of each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the Indian law.

The Venue of the arbitration shall be at New Delhi, India. Subject to as aforesaid, the provision of the Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments there of rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

#### **24. APPLICABLE LAW**

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

**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE BOND**

(To be stamped in Accordance with stamp Act)

The Non-judicial stamp paper should be in the name of issuing Bank

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

To

**SUPERINTENDING ENGINEER,  
DOORDARSHAN KENDRA,  
DOORDARSHAN BHAWAN PHASE-II,  
COPERNICUS MARG, NEW DELHI.**

Dear Sirs,

1. In consideration of DOORDARSHAN KENDRA, DOORDARSHAN BHAWAN PHASE-II, COPERNICUS MARG - having its office at Delhi ( 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 executors and assigns) and the contract having been unequivocally been accepted by the contractor resulting in a contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words) for having agreed that the contractor shall furnish to the organisation performance guarantee for the faithful performance of the entire contract to the extent of 5 % of the \_\_\_\_\_ of the value of the contract 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 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 agree 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 guarantee is limited to Rs. .... (In figure) (In words ) in aggregate and it shall remain in full force upto and including 60 days after (Indicate the date of expiry of Guarantee/Warranty period) unless extended further, from time to time, for such period as may be instructed in writing by M/s-----  
-----on whose behalf this guarantee has been given, in which case it shall remain in full force upto the expiry of the extended period. Any claim under this guarantee must be received by us before the expiry of 60 days from -----  
(indicate the date of expiry of Guarantee/warranty 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 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 the rights of the Organisation under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

The bank also agree 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

**ANNEXURE-III**

<b>1.</b>	<b>SALIENT FEATURES</b>	<b>BIDDERS CONFIRMATION</b>
1.1	ENQUIRY/BID No.	DDK-DLH-2(42)ES-2010 Dated 17/01/2011
1.2	Two Bid System/Single Bid System	Two Bid System
1.3	Validity Period of Bid	120 days from the date of opening i.e. upto and inclusive of date of opening
1.5	Bid Bond	As per clause 1.5 on Invitation to Bid
1.6	Security Deposit	Would be required on placement of purchase order i.e. 5% FOR Destination and shall be valid for 60 days from the date of expiry of guarantee/warranty.
1.7	Delivery Period	As specified in the “Invitation Bid”
1.8	Time & Date of Submission of Bid	<b>1100 AM (IST) on 01 Feb 2011</b>
1.9	Opening date of technical bid	<b>3.30 PM (IST) on 01 Feb 2011</b>
1.10	Opening date of price bid	Date/Time will be notified later

## **1. 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. For Indian bidder , in clause 7 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 the bidders will be given from Nationalised/Scheduled Bank in Indian Rupees only..

## **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 Failure and Termination Clause No. 11 of Annexure II document.
- 2.4 Acceptance of Warranty and Guarantee Clause No. 8 of Annexure II document.
- 2.5 Acceptance of jurisdiction clause No. 24 of Annexure II document.
- 2.6 Bidders are to quote firm prices fully in Indian currency

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

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

### **3. CRITERIA FOR LOADING OF BIDS**

The following criteria will be adopted for evaluation of bid:-

- 3.1 For delivery /completion periods quoted longer than that specified in the bid document, the quoted price shall be loaded 1/2% per extra week or part there of subject to a maximum of 5% of the quoted price. Offer with delivery/completion period longer than six weeks beyond the stipulated delivery completion period will be rejected.
- 3.2 Bidders will not indicate separate discount. Discount if any should be merged in the rates against the quoted items. Discount, if any, indicated separately will not be taken into account for bid evaluation purposes.

### **4. VITAL TECHNICAL CRITERIA FOR ACCEPTANCE OF BIDS**

1. Quotation in original must be from the manufacturers/authorised supply house.
2. In case the bidder is an authorised dealer/supply house, he should name the original manufacturer. Bidder should furnish warranty to quality from the manufacturer and also furnish a certificate from the manufacturer that the bidder can quote items of the manufacturer directly. Offers not complying with these requirements will be rejected, without any notice/back reference.
3. Past performance report of similar items earlier supplied to this Organisation will be taken into consideration while evaluating this bid. The bid shall be rejected, if the past performance of the similar item earlier supplied to the Organisation is found to be unsatisfactory.

**DESCRIPTION OF STORES AND TECHNICAL SPECIFICATIONS**

<b>S. No.</b>	<b>Description</b>	<b>Specification No. &amp; Date</b>	<b>Qty.</b>
1	<b>Broadcast Quality Wired Lavalier (Lapel) with all essential accessories.</b>  <b>Make:</b>  <b>Model:</b>	DDK_DLH_ SPECS_LAPEL_MIC _03-11 dated 5.1.2011	Twenty Two sets