

**TENDER NO.  
3/3(Packaging)2009-UC.**

**HIRING OF CREATIVE AGENCY FOR  
CHANNEL PACKAGING OF  
DOORDARSHAN's URDU, BHARATI, INDIA,  
AND KASHIR CHANNELS.**

**PRASAR BHARATI  
(*BROADCASTING CORPORATION OF INDIA*)  
DOORDARSHAN BHAWAN,  
COPERNICUS MARG,  
NEW DELHI – 110001.**

Ref NO. ....

Dated.....

To,

M/s .....

.....

.....

### **INVITATION TO BID**

On behalf of the President of India, sealed tenders in duplicate are invited by this Organization 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.3 /3(Packaging) /2009-UC
- 1.2 Description of Services: As per Annexure-III.
- 1.3 **Tender Fee: Rs. 1000**
- 1.4 **Earnest Money**  
**Rs. 50000(Rs Fifty Thousand only) for each Channel**
- 1.5 **Bid Bond/ Bid Validity**
  1. Bid Bond valid upto: **60 days** beyond bid validity.
  2. Bid Validity upto: **120 (One hundred & twenty)** days from the date of opening of Technical Bid.

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

- (i) As Per specifications:
- (ii) Correspondence Address:

**Correspondence Address:**

**Important Instruction:**

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-III. The contract will also be governed by the conditions set out in DGS&D 68 (Revised). 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 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 tenders. The technical and commercial bid should be submitted in separate sealed cover.

**(Subhash Kumar)**  
**Section Officer (SK)**  
**DG: DOORDARSHAN**

**LIST OF ANNEXURES**

Annexure I

**1. INSTRUCTIONS TO BIDDERS**

Appendix 1	:	Bid Documents Acknowledgment Form
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: Services Proforma
Appendix 7	:	Bidders Information Proforma
Appendix 8:		Authorization Letter for attending tender opening

**II. GENERAL TERMS AND CONDITIONS.(GTC)**

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

**DESCRIPTION OF SERVICES, TECHNICAL SPECIFICATIONS, ETC.**

**ANNEXURE-I**

**INSTRUCTION TO BIDDERS**

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

**PREPARATION OF TENDER**

(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 whether you are quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not quoting".

(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 Tender Number and duly signed. In such cases, reference to the additional page must be made in the tender form.

(III) The Bid referred to above, if not returned or if returned but not duly filled in, will be liable to result in rejection of the tender.

(IV) 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.

(V) 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 filed 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 telegraphic/telex/E-mail addresses and also similar informations in respect of their authorized agent(s) in India, if any.

Bidders shall 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 tender 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 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 Indian Bidder can submit bids on behalf of the consortium alongwith 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.

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

## **DELIVERY OF TENDER**

2.1 The tender 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 Bids" and 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" and Earnest money/Bid Bond will also be sent in above first inner cover. This cover will clearly be superscripted with "Technical bid" alongwith tender 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 tender number. These two covers shall be put into an outer cover and sealed. The outer cover should duly bear the tender number and date of closing/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 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. Only one tender should be included in one cover.

2.3 Your offer must reach this office not later than the time specified in the tender document . On the notified date of closing of the tender. Offers sent by hand delivery should be put in the tender Box at this office at specified time & date. All outstation tenders, if sent by post, should be sent under registered cover.

2.4 Any change in quotation after opening of tender WILL NOT BE CONSIDERED.

2.5 This organisation will not be responsible for the loss of quotation or for the delay in postal transit.

2.6 Tenderer is advised in his own interest to ensure that his offer reaches this office well before the closing date and time of the tender as the offers received after the closing date and time of the tender will not be considered.

2.7 TELEX/TELEGRAPHIC/TELEFAX/E.Mail offers, whether received directly by this organisation 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 these Service Provider 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." The tenderer or his authorised representative may be present at the time of opening of tender on the specified date, but a letter in the form annexed as Appendix-8 hereto must be forwarded to this office along with tender document and a copy of this letter must be produced in the office by the person attending the opening of tender. Unless this letter is presented by him he may not be allowed to attend the opening of tender.

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 price quoted must be firm any change or modification to the offer after opening of the tender will not be considered at all. All fees, registration, taxes, levies, service charges etc. shall be borne by the bidder unless specifically agreed to in writing by this organisation Further, post tender negotiations are also banned except in the case of negotiation with the L-1(i.e. lowest tenderer).

## **7. Acceptance of offer by Telex/Telegram/Fax:**

Acceptance by the Organisation may be normally communicated by telex/Telegram/Fax. In case where acceptance is communicated by telegram/telex/fax the regular contract will be forwarded as soon as possible but the instructions contained in the telegram/telex/Fax should be acted upon immediately. The successful bidder will have to sign an MOU with Doordarshan within **7 days** of issue of acceptance of offer. With the issue of telegram/telex/Fax 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 and the MOU in particulars and the general and special conditions specified in the acceptance of tender.

## **8. Specifications:**

1. The tenderer must note that his offer, will be rejected in case the tender stipulations are not complied with strictly 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.

## 9. **Bid Bond/Earnest Money/Security Deposit/Performance Bond:**

### 9.1.1. **Earnest Money/Bid Bond**

9.1.2 The bidders must enclose with their technical bid, Earnest Money in the form of FDR, Bank Draft/Bank Guarantee of a schedule Bank, in case of Indian supplier or Bank guarantee/Demand Draft in equivalent freely convertible foreign currency in case of foreign supplier, in favour of **PBCCI, DIRECTORATE GENERAL: DOORDARSHAN, 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. In case Bank Guarantee is obtained from the foreign Bank it should be guaranteed by an Indian Public Sector bank and must be governed by Indian Laws subject to jurisdiction of court of New Delhi. The bid bond should initially be valid **upto 60 days** beyond period of Bid validity.

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

9.1.4 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 7 (Seven) days** before the expiry of bank guarantee bid bond.

9.1.5 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.

### 9.2 **Security deposit/Performance Bond.**

The successful bidder, **within 7 (Seven) 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 **PBCCI, DIRECTORATE GENERAL: DOORDARSHAN, NEW DELHI** or in lieu thereof Performance Bond for the amount as indicated in the "Invitation to Bid".

## 10. **Transfer of Tender documents.**

The tender is non-transferable.

11. Correspondence

- (1) Our e-mail address is "fsheheryar@gmail.com".
- (2) All correspondence from tenderer/shall be made to the organisation (by name) who has issued this tender.
- (3) All correspondence shall bear reference to tender No./Purchase Order.

**12. 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.

**13. Clarification in respect of Incomplete offers.**

This Organisation has to finalise its service proposal 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.

**14. Income Tax Liability**

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

**15. The Tenderer shall provide following information:**

- (i) Number of qualified persons and total employees etc.
- (ii) Details of latest income tax clearance.
- (iii) Sales tax registration.
- (iv) PAN.

**16. Tender Fee**

- 16.1 Tender Fee to be paid is as indicated in the invitation to Bid.
- 16.2 The offers will not be considered without Tender Fee.
- 16.3 Refunds of Tender Fee.

In the event a particular tender is cancelled, the tender fee will be refunded to the concerned bidder- if a request to this effect is received from the concerned bidder.

**17. Evaluation/Scrutiny of Bids.**

Technical/commercial bids shall be undertaken in accordance with the prescribed procedure by a committee of the Organisation, duly constituted for this purpose. The technical evaluation would be based on (i) assessment of technical capability of tenderer (ii) capability of tenderer to effect services on the basis of record in preceding two years. (iii) past record of timely and good quality services by the tenderer in preceding two years and (iv) Bid Evaluation Criteria indicated in Annexure III .

**18. Employment by firms to officials of this Organisation.**

Firms/companies who have or had business relations with the Organisation, are advised not to employ serving employees of this Organisation without its prior permission or within the initial two year period after the retirement/resignation/severance from the service without specific permission of this Organisation. This Organisation may decide not to deal with such firms who fail to comply with the above advice.

**APPENDIX-1**

**PROFORMA FOR BIDDERS TO ACKNOWLEDGE THE BID DOCUMENT**

Dated:

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bid Documents pertaining to procurement of \_\_\_\_\_ against.

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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:

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Yours faithfully

Telex No.

Telephone No.

E-Mail No.

Personal Attention of :

(If required)

**Bid Submission Form and Agreement**

TENDER NO.

TO

Name of the Organisation

Dear Sirs,

1. I/We hereby offer services detailed in schedule hereto 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 and accepted the conditions of the contract. I/We have thoroughly examined the specification and My/Our offer is 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 Tenderer

Address

Dated

Signature of witness

Address

**APPENDIX-2A**

**AGREEMENT**

TENDER No.

To

The President of India  
Prasar Bharati,  
(*Broadcasting Corporation of India*)  
Directorate General Doordarshan,  
Doordarshan Bhawan,  
Copernicus Marg,  
New Delhi-110001.

**Sub:- PURCHASE OF TENDER DOCUMENTS**

Ref:- TENDER NO.

Prasar Bharati, (*Broadcasting Corporation of India*) Directorate General Doordarshan, 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 AND 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 45 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 Tender 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,

Bidder/ Tenderer

(One copy of this agreement duly signed must be returned alongwith the Technical Bid)

**APPENDIX-3**

**PROFORMA OF BANK GUARANTEE FOR BID BOND**

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

Ref:-

To,

**The President Of India,  
Prasar Bharati,  
(Broadcasting Corporation of India),  
Dg: Doordarshan,  
Doordarshan Bhawan,  
New Delhi-110001.**

Dear Sirs,

Whereas the PRASAR BHARATI (BCI), DG: DOORDARSHAN, DOORDARSHAN BHAWAN, 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. \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ M/s \_\_\_\_\_

having Registered/head office at \_\_\_\_\_ (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./US Dollar \_\_\_\_\_ (Rupees/US Dollar \_\_\_\_\_

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 \_\_\_\_\_ days, 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 this 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 uncondition 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 Rupees or in such convertible currency as acceptable to the Organisation and all money to the extent of Rs/US Dollars \_\_\_\_\_ (Rupees/US Dollar \_\_\_\_\_ 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.

The bank further agrees 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 agrees 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 this Guarantee is limited to Rs./US Dollar (Rupees/US Dollars \_\_\_\_\_ 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./US Dollar \_\_\_\_\_ ( in \_\_\_\_\_ figure) Rupees/US Dollars \_\_\_\_\_ 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 we have received no such claim **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 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 lent 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. Clause 8 of the bank guarantee is applicable in cases of global tenders where foreign tenders also participate. When tenders are invited from parties within India, clause 8 may be deleted. The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction.
4. Please indicate the currency in which bank guarantee is being given Rs/US Dollars have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in a currency other than Rupees' or US Dollars' these terms may be deleted and replaced by relevant currency.
5. 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 tender or any extension thereof.
6. The bank guarantee by Indian bidder will be given from Nationalised/scheduled Bank only. The foreign bidders will give Bank Guarantee from an Indian Bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from foreign bank acceptable to the Organisation will be considered.
7. In the case of guarantee by a foreign bank, these must be got confirmed by an Indian public sector bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.



3. Have the rates, prices and totals etc. been checked thoroughly before signing the tender

Yes

No

4. Has a statement incorporating the deviations from the commercial terms and condition the Organisation been prepared and enclosed with the offer.

Yes

No

Yes

No

5. Whether the period of validity of the offer is as required in tender document? if not, mention the extent of variation in days.

6. 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

7. 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 alongwith their performance report?

Yes

No

Signature of the Bidder

8. 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

9. Has the tender been submitted in triplicate?

Yes No

10. 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	Yes	No

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

12. 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

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

Yes No

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

Yes No

15. Whether required sample asked in tender has been submitted alongwith the offer?

Yes No

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

Yes

No

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

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18. Whether a copy of latest income tax clearance certificate has been enclosed?

Yes

No

Not Applicable

19. Whether details of your registration under Sale Tax/Central Sales Tax have been indicate in the offer

Yes

No

Signature of the Bidder

**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.

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Clause No. of Tender 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
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Signature of the Bidder/Tender  
Name \_\_\_\_\_

Seal of the Company

**APPENDIX-6**

**BIDDERS PAST SERVICES PROFORMA**

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SL. No.	Name & Address of client	Period From	Description in details	Total Quantity supplied successfully	Remarks
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Note: CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA

**APPENDIX-7**

**BIDDERS INFORMATION PROFORMA**

TENDERER MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTIONS

TENDER NO.

DUE FOR OPENING

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

2. Date by which system can be in place.

3. 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).

4. Sales tax registration if any.

5. Central Sales Tax Registration No. if any.

6. Annual turnover for last 3 years.

(Enclose audited Annual Reports)

7. Present worth of tendering firm.

8. Whether LSU or SSI

8.1 In case you are registered with NSIC under Single Point Registration Scheme for the items quoted, confirm whether you have attached a photocopy of Registration Certificate indicating the items for which you are registered.

8.2 In case you are not registered with either NSIC/DGS&D, please state that you are registered with the Directorate of Industries of the State Govt. concerned if so, attach a copy of certificate.

Signature of Tenderer,

Date \_\_\_\_\_

**APPENDIX-8**

NO.

**To,**

**Prasar Bharati,**  
*(Broadcasting Corporation of India),*  
**DG: Doordarshan,**  
**Doordarshan Bhawan,**  
**New Delhi-110001.**

**SUBJECT :** Tender No. \_\_\_\_\_ due on \_\_\_\_\_

Sir,

Sri \_\_\_\_\_ 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 Tenderer

Copy to Shri \_\_\_\_\_ for information and  
for production before the time of opening of tenders.

**ANNEXURE II**  
**GENERAL TERMS AND CONDITIONS**

(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 service order issued by this organisation to the successful bidder including subsequent amendment to ORDER in writing thereof.

### **1.2. The Organisation**

Shall mean PRASAR BHARATI (BCI), DOORDARSHAN DIRECTORATE GENERAL, New Delhi, India, acting on behalf of President of India shall include all their legal representatives, successors and assignees.

### **1.3. Contractor / the Service Provider**

Shall mean any person or persons of 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 ORDER PRICE**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by this Organisation and amendments thereof the amount shall be net payable to Doordarshan. All fees, registration, taxes, levies, service charges etc. shall be borne by the bidder unless specifically agreed to in writing by this organisation.

### **1.5 DELIVERY PERIOD**

Shall mean date specified in the order by which the service shall be rendered.

### **1.6 SPECIFICATIONS**

Shall mean and include detailed description, statements to technical data, performance characteristic and standards (Indian as well as international as applicable as mentioned in annexure-III and as specified in the ORDER.

**1.7 TESTS/Demonstration**

Shall mean such process or processes to be carried out by the Service Provider 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.

**1.8 APPROVAL**

Shall mean and include the written consent either manuscript, typewritten or printed may be applicable to the type of services/work carried out and necessary certificate shall be furnished. 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.

**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 services shall be the responsibility of the tenderer. Any equipment fittings and accessories, which may not be specifically mentioned in the specification or drawing (s) but which are usual or necessary for the satisfactory functioning of the services and system (successful operation and functioning of the system being bidder's responsibility shall be provided by the bidder without any extra cost).

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

All services to be provided and 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

**3. ACCEPTANCE OR ORDER**

3.1 Within Seven (7) days from date of mailing of order Service Provider shall confirm acceptance of the order in its entirety.

3.2 The ORDER is accepted unconditionally by Service Provider by returning to this Organisation copy of the ORDER duly signed, without qualification.

3.3 When Service Provider has accepted the order with all its terms and conditions, Service Provider with general service conditions and all previous correspondence are considered superseded and void, unless specifically mentioned otherwise.

3.4 Should Service Provider not respect the time limit for the Confirmation of the order or in case Service Provider can not 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 Circumstance the earnest money /bid bonds given by the supplier 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 Service Providers BID, forms of acknowledge of ORDER, invoice, packing list and other document, which purport to impose any condition at variance wit or supplement to ORDER.

## **5. JOINT AND SEVERAL RESPONSIBILITY**

5.1 Where Service Provider's 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.

5.2 Consequently, Service Provider 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.

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

6.1 The successful bidder, **within 7 (Seven) days** of the receipt of 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. In case when the Bank Guarantee is obtained from a foreign bank, it shall be got confirmed by an Indian public sector bank and shall be governed by Indian laws and subject the jurisdiction of court of the place of issue of Acceptance of Tender. The successful bidder will be require to submit any initial security deposit/performance guarantee equivalent to 10%(ten percent) of total value of the bid.

6.2 The successful bidder will be required to submit an initial Security Deposit/Performance Guarantee of 5% (five percent) of total value of the contract valid for the duration of agreement, before the contract takes effect.

6.3 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).

6.4 This Organisation shall not be liable to pay any Bank Charges, Commissions or interest on the amount of security deposit/Performance Bond.

6.5 Security deposit, Performance Bond shall be refunded to the Service Provider after completion of agreement period as stipulated in the order.

## **7. PERFORMANCE GUARANTEE**

7.1 Service Provider shall guarantee the performance of the services under the order shall be strictly in conformity with specification and shall perform the duties specified under the ORDER

## 8. FAILURE AND TERMINATION CLAUSE

Time and date of delivery shall be essence of the contract. If the contractor fails to deliver the services, within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods the organisation may without prejudice to any other right or remedy, available to it to recover damages for breach of the contract :-

- a) Recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to 10% of the monthly value of the order per day for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver thereof is accepted after expiry of the aforesaid period. The organisation will be free to encash bank guarantee of the bidder in addition to recovery of aforesaid liquidated damage if the contractor continued to fail to provide the services with in the delivery period.
- b) The output should meet Broadcast standards and is liable to be rejected alongwith imposition of penalty equivalent to one week's fee in case of poor quality of work.

## 9. SUBLETTING AND ASSIGNMENT

The contractor shall not save with the previous consent in writing of the organisation, 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.

## 10. DESIGNS, PATENTS AND ROYALTIES

If any material used or methods or processes practiced or employed in the manufacture of items to confirm 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.

## **11 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.

## **12 LANGUAGE/TERMINOLOGY**

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

## **13 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 arbitrator appointed by Chief Executive Officer, Prasar Bharti . 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 Chief Executive Officer, Prasar Bharati 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 Chief Executive Officer, Prasar Bharti to this effect falling which the arbitrator will be entitled to proceed de-novo.

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 law.

The Venue of the arbitration shall be at New Delhi India. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1940 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.

#### **14. 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.

\* To be included in international contract.

**ANNEXURE-II (GTC)**

**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

PRASAR BHARATI, (BROADCASTING CORPORATION OF INDIA), DG:  
DOORDARSHAN, DOORDARSHAN BHAWAN, NEW DELHI

Dear Sirs,

1. In consideration of PRASAR BHARATI (BCI), DG:DOORDARSHAN, DOORDARSHAN BHAWAN, NEW DELHI- having its head office at India. (herewith referred to as the Organisation which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees and having entered -----

into a contract dated (hereinafter called "the contract" which expression shall include all the amendments thereto) on behalf of the 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 equivalent to 10% of total value of the the contract for the faithful performance of the entire contract of 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 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. (Rupees)** (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 confirm that this guarantee has been issued with the approval of the appropriate Exchange Control, Rules and regulations of the country.



## **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. Please indicate the currency in which bank guarantee is being given Rupees/US\$ have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in currency other than Rupees or US\$, these terms may be deleted and replaced by relevant currency.

5. 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.

6. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Bank only. The Foreign Bidder will give bank GUARANTEE from an Indian bank situated in Bidder's country. In case, no Indian bank is situated in Bidder's country then Bank guarantee from foreign bank acceptable to the Organisation will be considered.

7. In the case of guarantee by a foreign bank, the same should be got confirmed by an Indian Public Sector bank.

### **Annexure-III**

#### **DESCRIPTION OF SERVICES, TECHNICAL SPECIFICATIONS, ETC. FOR HIRING OF CREATIVE AGENCY FOR THE CHANNEL PACKAGING OF URDU**

Doordarshan invites proposals for the provision of graphics and creative support services **for DD (Urdu) Channel and other Channels viz DD India, DD Bharati and DD Kashir for a period of two years.** The tenders are invited on two bid basis comprising of Technical(pre-qualification) and Financial Bid. **Bidders shall submit separate bids for each Channel with separate Earnest Money and Tender Fee.** An agency can not get more than one Channel for packaging unless it sufficiently demonstrates its total capability in terms of professional manpower, equipment & expertise to satisfactorily cater to the packaging needs of Channels undertaken to be packaged by it through his bid and as per specifications and conditions enshrined in this Tender Notice.

**The proposal should meet the specifications/conditions as under:**

#### **A) Functional/Technical Specifications and Conditions:**

The applicants would be required to undertake the following work:

To provide and install their own hardware (refer to para 13 Pg 41) in the space provided by DD (Urdu Channel) / concerned Channel(s) and deploy competent staff for carrying out the following task.

- 1) Encapsulate and repackage all telecast material on DVC-Pro-50 format from different Tape Formats like Beta-SP, DVCAM, MiniDV and other formats.
- 2) Provide support to Doordarshan in designing and executing graphics for various programmes.
- 3) a. Conceptualize and develop Channel Montage/Promos/Stings of all scheduled programmes, including scripting and voicing, also prepare promotional capsules for Crossed Channel publicity.  
b. Continuously engaging professional copywriter for each Channel.
- 4) Design and Create graphics bilingually in English and Urdu for DD-Urdu and in English and Hindi for other channels.
- 5) Provide Music suiting the Channel requirements for Channel Id, Montages and Stings, promos etc.
- 6) All other software related jobs of creative nature.
- 7) To prepare and to assist in presenting Power – Point Presentations as and when required.
- 8) Coordinating with the Doordarshan producers to ensure that the graphics and look and feel elements are integrated into the program and are produced smoothly.
- 9) Nominating a Creative Director to liaise, consult and plan for the aforementioned jobs in consultation with Doordarshan Producers/Channel Managers.

- 10) The Production, Post-Production and research team will be competent and self sufficient besides being exclusive to Doordarshan.
- 11) Changing the complete set of creative production material for look and feel i.e. Montages/Stings and Ids etc. periodically providing freshness to the channel(s).
- 12) To conceive and produce suitable fillers of the required duration and cover local & non-local events as per channel requirement & on the directions of the Channel Manager. The agency should be capable of putting into service at least two digital (DVC-pro) ENG units with audio video switcher for an OB Coverage at a time along with skilled & qualified man-power.

13) Equipment to be installed separately for each channel at the space provided by Doordarshan for carrying out the afore mentioned work:-

S. No.	Description	Quantity
1.	Autodesk Smoke HD with Pluggins 20" SDI Broadcast Monitor 2 TB Stone Storage with Licensed Dongle With editor having minimum 5 years experience in handling the smoke system	1. No
2.	Final Cut Pro Studio With AJA Kona I/O Minimum 4 TB Storage	2. No
3.	DVCPRO 50 Table Top Recorder AJD 965 Capable of Insert / Assemble Edit Composite/Component/SDI I/O With atleast three to four editors having sufficient experience in handling the above equipment	2. No
4.	DVCPRO 50 Camcorder with Broadcast Lenses 9" Broadcast Monitor and accessories Necessary Light Kits. With cameramen and technicians having atleast five year experience.	2. No
5.	Serial Digital Waveform Vectorscope for Signal Monitoring (Tektronics WFM 7020)	1. No
6.	Graphics Systems with High End Graphics card (Nvidia Quadro 4500) Required 2D, 3D Software and Pluggins With animators and graphics artists having sufficient experience and thorough knowledge of all graphics related softwares.	2.. No
7.	Voice Over Equipment (Mics and Mixer) along with voice over artists (male/female) for Hindi, English and Urdu	
8.	Standby DVCPRO50 VTR and Camcorders in case of extra workload from time to time	
9.	The services may have to be provided on two shift basis.	

**B) Commercial Conditions:**

1. Payment will be made within one month of the receipt of invoice only after the competent authority of Doordarshan is satisfied that the services provided have been satisfactorily.
2. The company will have to give an affidavit that the work will be carried out as per the requirements of Doordarshan.
3. A performance bank guarantee of five percent of the bid amount must be given to Doordarshan at the time of signing the agreement. In case the party terminates the contract without any valid reason, the bank guarantee shall be encashed by Doordarshan. In case of unsatisfactory performance despite advice to improve the same, Doordarshan reserves the right to encash the bank guarantee. The encashment will be over and above the imposition of penalty for poor quality work.

**C) Bid Submission Criteria and Processing of Bids:**

The bids are to be submitted in two sealed envelopes:

- i. One envelope will contain the (i) Company profile along with the income tax certificate (ii) Experience of Graphics and producing special programmes preferably live (iii) Experience of producing TV programmes (iv) The names of the Graphics team and Research and support team (v) Earnest Money of Rs. 50,000/-.

**D) General Conditions:**

All the tenders received will be considered by an empowered committee formed by Prasar Bharati on the basis of the following criterion:

- The Creative agency should have its own studio and must exist at Delhi prior to the release of this document in print/ Doordarshan's official website.
- Creative agency should have minimum three to four years experience of successfully undertaking similar type of job (Channel Packaging and Capsuling) for any channel of repute.
- Experience of the bidder in doing Graphics for live programmes and news channel's look and feel elements.
- Experience of designing and producing montages, stings etc.
- Expertise in generating Automated applications as mentioned in the tender.
- Experience in respect of projects assigned to the applicant.
- Past experience in respect of projects assigned to the applicant.
- Quality of Presentation Graphics in the event of a presentation.
- The research team qualification and experience.
- The producer should not be a defaulter with Doordarshan.

2. The pre-qualification envelopes will be opened in the presence of the applicants. Those who are found eligible by the empowered committee will be intimated the dates of opening of financial bids in the presence of their representatives.
3. The successful bidder will have to sign an agreement with Doordarshan within 7 days of issue of acceptance of tender failing, which the work order will stand withdrawn.
4. Doordarshan reserves the right to cancel any or all bids without assigning any reason or accept any bid in part or full.
5. The last date for receipt of tender is **20-10-2010** (1200 hrs.).
6. The envelopes should be addressed to the Administrative Officer, DG: Doordarshan, Doordarshan Bhawan, Mandi House, New Delhi.
7. **The Quotation will be opened in this office on 20-10-2010 at 12.30 Hrs. in the presence of such addressee or their agents as who may choose to attend.**

**(Subhash Kumar)**  
**Section Officer (SK)**  
**DG: Doordarshan**

- i. Technical bid shall be evaluated after examining the presentation of all the bidders before the processing committee constituted by Doordarshan.
- ii. Technical evaluation of the proposal will be done on basis of features projected as part of the proposal.
- iii. Financial Bid would be opened only of agency(ies) those have been declared technical eligible. All the qualified bidders shall be informed via speed-post about the date and time of opening of Financial Bid. The financial bid shall be opened only of the qualified bidders in their presence. (The bidders or their authorised representatives can make their presence on the information sent by Doordarshan as stated above, however the financial bid will be opened on the fixed date and time with or without the presence of qualified bidders/representatives if they don't choose to attend the opening of Financial Bid.)