

**Tender No. 1(2)/ HB-CWG /D2010/ Uniform/09-10**

**TENDER DOCUMENT  
FOR  
SHORTLISTING OF SUPPLIER  
FOR  
HB CWG UNIFORMS**

By  
Doordarshan –  
A constituent of  
PRASAR BHARATI  
(BROADCASTING CORPORATION OF INDIA)  
Directorate General: Doordarshan  
HB CWG MANAGEMENT CELL  
COPERNICUS MARG: NEW DELHI

**Date of Issue: 16.07.2010**

**Last date of submission: 09.08.2010**

## **CONTENTS**

- 1. Letter of Invitation**
- 2. Instruction to Bidders**
- 3. Scope of Work/Supply**
- 4. Annexures**

\*\*\*\*\*

**LETTER**

**OF**

**INVITATION**

**PRASAR BHARATI  
DIRECTORATE GENERAL: DOORDARSHAN  
HB CWG MANAGEMENT CELL  
COPERNICUS MARG: NEW DELHI**

. . . . .

**Letter of Invitation**

No: 1(2)/HB-CWG Cell/D2010/ Uniform/09-10

**Date: July 16<sup>th</sup> , 2010**

**Subject: Invitation of Bids for Short-listing of Uniform Supplier for Host Broadcaster, Commonwealth Games, Delhi 2010.**

. . . . .

The Commonwealth Games 2010 are scheduled to be held from October 3 to October 14, 2010 at Delhi (India). The Organizing Committee - Commonwealth Games Delhi2010 has appointed **Doordarshan** - a constituent of Prasar Bharati as the “**Host Broadcaster**” for the games 2010.

The Host Broadcaster Commonwealth Games 2010 Delhi (hereafter referred as ‘HB CWG’), under Directorate General, Doordarshan, Prasar Bharati invites Bids for *Short-listing of Uniform Supplier for Host Broadcaster* that includes *Supply and Delivery of Items for Uniform like Blazer, short sleeve T-Shirt with collar, Track pant, Rain Jacket, Cap etc. at the HB CWG Management Cell, Directorate General: Doordarshan, Prasar Bharati.*

Those interested may submit their sealed offers for *Short-listing of Uniform Supplier for Host Broadcaster, CWG 2010* by 1200 hours IST on or before **09 August, 2010** in the prescribed format to the “The Project Director, Room No. 1012, Tenth Floor, Tower ‘B’, Directorate General: Doordarshan, Copernicus Marg, New Delhi”. The same will be opened at 1500 hrs on **09 August, 2010** in Committee Room, 5<sup>th</sup> Floor, Tower ‘A’, Directorate General: Doordarshan, Copernicus Marg, New Delhi.

For tender details, interested parties may please visit website “[www.hbcwgdh2010.com](http://www.hbcwgdh2010.com)” or “[www.ddindia.gov.in](http://www.ddindia.gov.in)”.

**Sd/-  
(D BISWAS)  
DEPUTY DIRECTOR (ADMN.)  
TELE: 23097501**

# **INSTRUCTION TO BIDDERS**

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

## 2 INSTRUCTION TO BIDDERS

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

### 2.1.1 PURPOSE

The Host Broadcaster, Commonwealth Games 2010 Delhi hereafter referred to as HB CWG is responsible for total coverage and telecast/broadcast of Commonwealth Games 2010 in Delhi between October 03, 2010 and October 14, 2010. Bids are invited from well established, experienced and reputed suppliers for supply of Uniforms for HB CWG.

### 2.1.2 BACKGROUND

The Commonwealth Games are being held for the first time in India and assume great national importance and are a matter of pride for the country. The HB CWG under Directorate General: Doordarshan, Prasar Bharati is well-known in this field of telecast.

**2.1.3** The Bids are invited on 'Two bid system'- Technical Bid and Financial Bid for the 'Short listing of supplier for Uniforms of HB CWG'. Requirement of HB CWG uniforms are detailed in the Tender document. The terms and condition mentioned in the tender document including letter of invitation, instructions to bidder, scope of work/supply and Annexures thereto are part of contract. The entity will be selected on the basis of evaluation procedure described in the Tender document.

### 2.1.4 ELIGIBILITY CRITERIA

The entity (ies), in order to be eligible to provide the aforesaid services, must be **either** in their own capacity **or** as part of a consortium must satisfy each of the following clauses.

- (a) The Bidder or one of the members of consortium should have been in the business of providing or manufacturing uniforms for at least **5 years**.
- (b) The Annual Turn-over of the Bidder in case of an individual **or** all the members of a consortium taken together, must not be less than **INR 5,00,00,000 (INR Five crores only)** in the last Audited Financial Year (FY 2008-09).
- (c) The Bidder or one of the members of consortium should have executed at least **one single order of minimum Rs 40,00,000/- (Rupees Forty lakh)**

**only** and two separate orders of at least **Rs 10,00,000/- (Rupees Ten lakh only)** in the business of providing uniform in the past two years.

**2.1.5** Each Bidder shall submit only one Bid in response to Tender Document. If more than one Bid is submitted by any Bidder, all such Bids shall be disqualified.

**2.1.6** The bidder to sign on each page and submit the Tender Document.

## **2.2 GENERAL INSTRUCTION**

**2.2.1** Host Broadcaster will select an Entity from those who submit their bids in response to the tender document and in accordance with the method of selection specified in the Tender document at Clause 2.16, 2.17 and 2.18. Entities are invited to submit a Technical Bid and a Financial Bid, as specified in the Tender Document for 'Short-listing of supplier for HB CWG Uniforms' under the HB for the Commonwealth Games, Delhi 2010.

### **2.2.2 Due Diligence by Entity :**

The Entity (ies) should familiarize themselves with local conditions and take them into account while preparing their Bids.

**2.2.3** The Entity (ies) shall be responsible for all of the costs associated with the preparation of its Bid. For presentation to be made to HB, if any, and subsequent negotiation, including visits to HB, Venues etc. HB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

**2.2.4** All communication and information should be provided in writing.

**2.2.5** Once Submitted, no change or supplementary information to a Bid shall be accepted. However, the HB reserves the right to seek additional information from the Entity (ies), if found necessary, during the course of evaluation of Technical Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by HB, may be a ground for rejecting the Bid.

Clarifications and information provided to the additional queries will not lead to the modification in the financial bid and which will not be entertained.

**2.2.6** The HB may accept or reject any Bid in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms,

procedure and protocol set out in Tender for bonafide reasons, which will be notified to all the participating Entities. Further HB hereby reserves its right to annul the selection process at any time prior to the **Letter of Award** without incurring any liability towards the Entities.

## **2.3 Fraud / Corruption**

**2.3.1** The HB requires that the Entity participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution

- a)** HB defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:
  - i.** “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in execution of work order;
  - ii.** “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of work order
  - iii.** “collusive practices” means a scheme or arrangement between two or more Entities with or without the knowledge of HB, designed to establish prices at artificial, non-competitive levels;
  - iv.** “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in selection process, or affect the execution of work order.
- b)** HB will reject a Bid for award if it comes to know that the Entity (ies) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices
- c)** HB will terminate the Work Order, if already awarded and will declare the Entity (ies) ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the Entity (ies) has,

directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Work Order.

## **2.4 Only One Bid**

Each Entity shall submit only one Bid in response to Tender Document. If more than one Bid is submitted by any Entity, all such Bids shall be disqualified. However, this does not limit the participation of the same Key Personnel, including individual experts of a consortium in more than one Bid.

### **2.4.1 Validity Of Bid**

The Bid shall be valid up to October 31, 2010. However, HB may request the Entity (ies) to extend the validity period of their Bids.

## **2.5 Clarifications and Amendment of Tender document**

**2.5.1** Bidder requiring any clarification on the Tender document may send their queries to HB in writing within 10 days of the issue of tender. Any request for clarification must be sent in writing. HB will respond, if found necessary on HB website. Should HB deem it necessary to amend the Tender document as a result of a clarification, it shall do so by following procedure.

- a.** At any time prior to the deadline for submission of Bid, HB may, for any reason, modify the Tender document by the issuance of Addendum/ Amendment.
- b.** The amendment will be posted on the official Website and will be binding on all bidders. It is therefore advised that the Bidders wishing to participate should regularly visit the Official Website of HB i.e., at "[www.ddindia.gov.in](http://www.ddindia.gov.in)" and "[www.hbcwgdelhi2010.com](http://www.hbcwgdelhi2010.com)".
- c.** In order to afford the bidders a reasonable time in which to take an Addendum into account, or for any other reason, HB may, at its own discretion, extend the Bid Submission Date.

## 2.6 Preparation of Bids

### 2.6.1 Language Of Bid

The Bid with all accompanying documents (the “Documents”) and related correspondence shall be in the English Language and strictly on the formats provided. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation, of the relevant passages in English, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

**2.6.2** In preparing their Bid, Entity (ies) is (are) expected to examine in detail of the Tender document. Material deficiencies in providing the information requested may result in rejection of Bid.

### 2.7 Preparation of Technical Bid

**2.7.1** The bidder required to submit the Technical Bid incorporating the following details:

Sr No	Parameter	Supporting Documents
1.	<b>Experience:</b> The Bidder or any one of the members of consortium should have been in the business of providing or manufacturing of Specified items of uniforms for at least 5 years.	<ul style="list-style-type: none"><li>• <b>Certificate of Incorporation</b></li><li>• Proof of at least one work order for each of the last 5 years in support of business operations.</li></ul>
2.	<b>Annual Turn-over:</b> The Annual Turn-over of the Bidder in case of an individual <u>or</u> all the members of a consortium taken together, must not be less than INR 5,00,00,000 (INR Five crores only) in the last Audited Financial Year (FY 2008-09).	<ul style="list-style-type: none"><li>• Audited Financial Statement (Balance sheet and Profit &amp; Loss Account) for the last Financial Year i.e., FY 08-09</li></ul>

3.	The Bidder or one of the members of consortium should have executed at least one single order of at least <b><u>Rs 40,00,000/- (Rupees Forty lakh only)</u></b> and two separate orders of at least <b><u>Rs 10,00,000/- (Rupees Ten lakh only)</u></b> in the business of providing uniform in the past two years.	<ul style="list-style-type: none"> <li>• Copy of the signed contract and completion certificate</li> </ul>
4.	<b>In case of consortium</b>	<ul style="list-style-type: none"> <li>• MOU between all members of consortium</li> </ul>
5.	<b>Sample products</b> ( along with test report )	<p>Samples of following products of HB CWG uniform to be provided :</p> <ul style="list-style-type: none"> <li>i) Short sleeve T Shirts with collar – dry fit 100% polyester</li> <li>ii) Track Pant/cargo pant – 100% polyester (poly taslan) with inner mesh lining</li> <li>iii) Cap – Micro poly fabric material with adjustable strap</li> <li>iv) Rain Jacket – 100% Polyester Tafeta with PU Coating water-proof Fabric</li> <li>v) Blazer – 2 button formal blazer , Fabric : Polyviscous ( sample of Blazer fabric of 0.5 meter length )</li> </ul>

**2.7.2** Technical bid along with the sample should contain the test report of samples. Test report of the sample regarding composition, ingredient, strength, texture etc in terms of Bureau of Indian (B.I.S) mentioned in the tender document from Government/Government recognized laboratories mentioned at No. 3.3.5

**2.7.3** **Test report shall be furnished in original** duly typed (having no overwriting, Cutting, alteration), signed, stamped and sealed by the authorized signatory with full name, address, phone/fax no., designation of the authorized signatory. The test report shall be **issued on a date later than the date of issue of NIT.**

Test report of each sample shall be complete in all respects.

**2.7.4** Tenders with incomplete or without test report shall be rejected.

**2.7.5** Sample tested shall bear the seal of the testing laboratory prominently.

## **2.8 PREPARATION OF FINANCIAL BID**

**2.8.1** The Financial Bid should cover all costs of 'Supply of Uniform for Host Broadcaster Common Wealth Games 2010 '. The Bid should cover cost of travel, freight, insurance, local transportation, carnet/bond and other related expenses etc.

**2.8.2** All the tax liabilities including but not limited to service tax, luxury tax, custom duties, Bonds/Carnet, license fee, insurance cost, and other impositions as applicable in INDIA shall be deemed to be included in the financial Bid. The entity is required to quote PAN number and service tax number.

**2.8.3** The Financial Bid shall include all commercial implications and all applicable taxes.

**2.8.4** Bid Price shall remain firm and fixed for the entire period of execution of Supply Order.

**2.8.5** The amount quoted by the Bidders for the Supply of Goods shall be stated both in figures (English Numerals) and words. In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the Commercial Bid.

## **2.9 EARNEST MONEY DEPOSIT (EMD)**

- I.** An Earnest Money Deposit (EMD) of **Rs 3 Lacs (INR Three Lacs only)** in the form of Crossed Bank Draft/Banker's cheque of any Nationalised /commercial bank, valid for six months, must be submitted in a separate envelope along with the Bid.
- II.** The Crossed Bank Draft shall be in favour of "**PB (BCI), DG: DD**" payable at New Delhi.
- III.** The Bids without EMD or with EMD in any other form shall be rejected as non-responsive.
- IV.** No interest shall be payable by the HB for the sum deposited as Earnest Money Deposit.

- V. Forfeiture of Earnest Money Deposit:** The Earnest Money deposited by the bidder shall be forfeited by the Host Broadcaster (HB) in the following events:
- If Bid is withdrawn during the validity period or any extension thereof.
  - The Bidder does not respond to requests for clarifications of its proposal.
  - The Bidder fails to provide required information during the evaluation process.
  - If Bid is varied or modified in a manner not acceptable to HB during the validity period or any extension of the validity duly agreed by the entity.
  - In case of a successful Bidder, the said Bidder fails to furnish **Performance Security** after work has been awarded
- VI.** EMD of the unsuccessful Bidders would be returned back after issuance of the letter to the selected entity and receipt of performance guarantee in the form of bank guarantee from the successful bidder.
- VII.** EMD of the successful Entity will be returned after Submission of Performance guaranty by the Entity.

## **2.10 Performance Guarantee**

- 2.10.1** The entity shall be required to deposit an amount equal to 10% of the Bid Price as Performance Guarantee in the form of Bank Guarantee within 15 (fifteen) days of issue of Letter of Award.
- 2.10.2** The Performance Guarantee shall be in the form of an irrevocable unconditional Bank Guarantee as per format given at Annexure - IV, issued by a Nationalised/ Commercial Bank in favour of '**PB (BCI), DG: DD**' payable at New Delhi.
- 2.10.3** It is expressly understood and agreed that the Performance Guarantee is intended to secure performance of entire Work Order, failing which the Entity will be deemed to be in default of the Work Order It is also expressly understood and agreed that the Performance Guarantee is not intended to cover all the damages detailed/stipulated in various clauses of Work Order.
- 2.10.4** The above Performance Security Deposits shall be released after the successful completion of the delivery & services. This guarantee shall be valid until 31st December, 2010.

The Bank Guarantee issued by any Bank other than specified at Clause No: 2.10.2 shall not be accepted.

## **2.11 Conflict of Interest**

**2.11.1** HB's policy requires that Entity should provide professional, objective, and impartial advice and at all times hold HB's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests.

**2.11.2** Without limitation on the generality of the foregoing, Entities shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a)** The Entity ( including its Personnel) that has a business or family relationship with a member of HB staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference and Scope of work & services of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Works, may not be awarded a Work Order, unless the conflict stemming from this relationship has been resolved in a manner acceptable to HB throughout the selection process and execution of the Work Order.
- b)** The Entity has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of HB, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Entity or the termination of Work Order.

## **2.12 Confidentiality**

Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Entities who have submitted the Bids or to other persons not officially concerned with the process. The undue use by any Entity (ies) of confidential information related to the process may result in rejection of its Bid and adversely affect its future prospects.

### **2.13 COST OF BID (PROCESSING FEE)**

The Cost of Bid on account of preparation of the Samples etc will be borne by the Bidder. A non-refundable Processing Fee of INR 5,000 (INR five thousand only) is required for purchasing a tender document. The tender document is available at Facilitation Counter, Directorate General: Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi – 110001, on payment of Fee of INR 5000/- (Indian National Rupees Five Thousand only) up to **August 8<sup>th</sup>, 2010** between 1000 hours (IST) and 1600 hours (IST) on all working days.

The payment will be accepted in the shape of a Bank Draft of a Nationalized/commercial Bank, in favour of “**PB (BCI), DG: DD**”, payable at NEW DELHI.

In case of downloading the tender document, the Fee as stated above, must be submitted along with the technical bid. As part of the Bid, the Bidder shall enclose the Demand Draft in a separate envelope and clearly mark “Draft for Processing Fee” and send along with the Bid document.

### **2.14 LAST DATE FOR SUBMISSION OF BID**

The Bidder may submit its Bid in a sealed cover subscribing on the top of envelope “**Shortlisting of Supplier For HB CWG Uniforms**” on any working day between 1000 hrs. and 1600 hours (IST) and positively by 1200 hrs on **9th August, 2010**, to:

**Project Director  
Host Broadcaster Commonwealth Games D2010,  
Directorate General: Doordarshan,  
Room No. 1012, Tower ‘B’,  
Doordarshan Bhavan,  
Copernicus Marg,  
New Delhi-110001**

## **2.15 Bidding format (Submission, Receipt, and Opening of Bids)**

**2.15.1** The original Bids duly typed (having no overwriting, cutting, alteration), signed, stamped and sealed by the authorized signatory with full name, address, phone/fax number, designation of the authorized signatory.

**2.15.2** An authorized representative of the Bidder/consortium shall sign the Bid and also initial all pages of the original Technical and Financial Bids. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign. The said authorization letter should have seal and signature of all the Consortium-members. In case the Bidder(s) wishes to change the Authorized Signatory from the one identified at the Bid submission Stage, the Bidder(s) would be required to furnish a fresh Power of Attorney in the name of the new Signatory. The signed Technical and Financial Bids shall be marked "ORIGINAL".

**2.15.3** Any additional information requested subsequently shall bear the initials of the Authorized Signatory and stamp of the Bidder thereof on each page of the Bid.

**2.15.4** The Bidder shall submit the Bid in four separate envelopes. One envelope should contain the Technical Bid, Second envelope should contain Financial Bid and the Third envelope should contain the EMD and DD for processing fee. Fourth envelope should contain the sample of uniform items along with test certificate report of each of supplied samples.

**2.15.5** The Technical Bid shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Bids shall be sent to the address as given at Clause 2.14 along with the 2 copies. All required copies of the Technical Bid are to be made from the original. If there are discrepancies between the original and the copies of the Technical Bid, the original governs.

**2.15.6** The original and all copies of the Technical Bid shall be placed in a sealed envelope clearly marked "TECHNICAL BID". Similarly, the original Financial Bid

shall be placed in a sealed envelope clearly marked "FINANCIAL BID" followed by the nomenclature of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL BID". The third sealed envelope contains EMD & clearly marked as "EMD". Fourth envelope should contain the sample of uniform items along with test certificate report of each of supplied samples. **The envelopes containing the Technical Bid, Financial Bid and EMD & DD for processing fee and uniform samples shall be placed into an outer envelope and sealed properly.** The outer envelope shall bear the submission address, reference number and clearly marked "**Tender submission for shortlisting of supplier for HB CWG Uniforms**" along with "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIALS APPOINTED, BEFORE 9th August 2010". HB shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may lead to the Bid being considered non-responsive. If the Financial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non-responsive.

**2.15.7** The Bids must be sent to the address/addresses indicated in the Clause 2.14 and received by HB not later than the time and the date indicated in the Clause 2.14. Any Bid received by HB after the deadline for submission shall be returned unopened against acknowledgement or Registered AD post/courier. If Proposal due date is subsequently declared a holiday then the next working day will be considered for submission date. HB will not be responsible for any postal delay.

**2.15.8** The envelope containing EMD & processing fee shall be opened first and any Entity (ies) whose EMD is not in conformity with the Clause 2.9 & Demand Draft for processing fee is not conformity with the clause 2.13 will be treated as non responsive and the Technical Bid will not be opened.

**2.15.9** HB shall open the Technical Bids as per the schedule prescribed in the tender document after the deadline for submission is over. **The envelopes with the Financial Bids shall remain sealed and securely stored.**

- 2.15.10** The Bid should be unconditional. In case of any condition, the Bid shall be treated as non-responsive and be disqualified.
- 2.15.11** The Bid should be only in the prescribed format.
- 2.15.12** The Bid Cover should carry the complete name and address of the Bidder, along with the telephone, fax and e-mail address.
- 2.15.13** In the event of the receipt of the Bid, after the due date and time, the Bid Cover shall be returned 'Unopened' to the Bidders after the award of contract, being **Late Bid**.
- 2.15.14** The Bids prepared by the Bidder, and all correspondence and documents relating to the Bids exchanged between the Bidder and the HB, shall be written in the English language provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **2.16 Bid Evaluation**

- 2.16.1** From the time the Bids are opened and up to the time the Work Order is awarded, any effort by Entity to influence HB in the examination, evaluation, ranking of Bids, canvassing in any form or recommendation for **Letter of Award**, may result in the rejection of the Entity's Bid.
- 2.16.2** Evaluators of Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded.

## **2.17 Evaluation of Technical Bids**

- 2.17.1** To be declared as technically qualified, Entity(ies) shall comply with each of the requirements as specified below.

Sr.no	Parameter	Supporting Documents	Meeting requirement
1.	<b>EMD</b>	DD in Favour of 'PB:BCI, DG:DD'for INR 3,00,000(Rs three lacs only)	Yes or NO
2.	<b>Processing fee</b>	DD in favour of 'PB:BCI, DG:DD for INR 5000 (Rs five thousand)	Yes or No
3.	<b>Experience:</b> The Bidder or any one of the members of consortium should have been in the business of providing or manufacturing of Specified items of uniforms for at least 5 years.	<ul style="list-style-type: none"> <li>• <b>Certificate of Incorporation</b> <ul style="list-style-type: none"> <li>• Proof of at least one work order for each of the last 5 years in support of business operations.</li> </ul> </li> </ul>	Yes or No
4.	<b>Annual Turn-over:</b> The Annual Turn-over of the Bidder in case of an individual <u>or</u> all the members of a consortium taken together, must not be less than INR 5,00,00,000 (INR Five crores only) in the last Audited Financial Year (FY 2008-09).	<ul style="list-style-type: none"> <li>• Audited Financial Statement (Balance sheet and Profit &amp; Loss Account) for the last Financial Year i.e., FY 08-09</li> </ul>	Yes or No
5.	The Bidder or one of the members of consortium should have executed at least one single order of at least <b><u>Rs 40,00,000/- (Rupees Forty lakh only)</u></b> and two separate orders of at least <b><u>Rs 10,00,000/- (Rupees Ten lakh only)</u></b> in the business of providing uniform in the past two years.	<ul style="list-style-type: none"> <li>• Copy of the signed contract and completion certificate</li> </ul>	Yes or No

6.	<b>In case of consortium</b>	<ul style="list-style-type: none"> <li>MOU between all members of consortium</li> </ul>	Yes or No
7.	<b>Sample products</b>	<p>Samples of following products of HB CWG uniform to be provided :</p> <p>i) Short sleeve T Shirts with collar – dry fit 100% polyester</p> <p>ii) Track Pant/cargo pant – 100% polyester (poly taslan) with inner mesh lining</p> <p>iii) Cap – Micro poly fabric material with adjustable strap</p> <p>iv) Rain Jacket – 100% Polyester Tafeta with PU Coating water-proof Fabric</p> <p>v) Blazer – 2 button formal blazer , Fabric : Polyviscous- only fabric of 0.5 meter to be provided</p>	Annexure-II

**2.17.2** The BID is liable to be treated as non responsive, if, it does not comply with any of the requirements as specified above.

## **2.18 Opening and Evaluation of Financial Bids**

**2.18.1** The Bidders shall provide Financial Bid as specified below and as per the Format provided in Annexure-III.

**2.18.2** After the Technical Evaluation has been completed, HB shall inform in writing to the technically qualified Bidders the time and location for opening the Financial Bids. Bidder's attendance at the opening of Financial Bids is optional. Attendance shall be recorded and signed by all present.

**2.18.3** Opening of Financial Bids - At the opening of Financial Bids, Bidders representatives who choose to attend will sign an Attendance Sheet.

- Each Financial Bid will be inspected to confirm that it has remained sealed and unopened.
- The HB's representative will open the Financial Bids of those eligible. Such representative will read out the name of the Bidders and the Total Quoted Fee shown in the Bidders Financial Bid. Only the **Total Quoted Fee** at the end of Table 1 of Annexure-III will be considered for the Financial Bid.

**2.18.4** The Financial Bids of those who are technically qualified shall be opened. The Quoted Total Fee for each of the qualifying Bidders will be evaluated separately. **The Lowest Quoted Total Fee from the opened Financial Bids would be considered as L1 (Lowest Bidder)**, and then L2 and so on and so forth.

**2.18.5** Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process. The undue use by any Bidder of the confidential information related to the process may result in the rejection of its Bid.

## **2.19 Award of Work**

**2.19.1** After taking into account Technical and financial evaluation criteria, HB will issue the **Letter of Award** to the selected Bidder. Selected Entity is required to submit the acceptance letter along with the Performance Guarantee as stipulated at Clause 2.10 within 15 days of Issue of Letter of Award.

**2.19.2** After Letter Of Award is accepted by the Selected Entity and the necessary Performance Guarantee is submitted by the Entity, Work/Supply order will be issued. This will be notified to all Entities, who submitted Bids.

**2.19.3** The name of the successful entity shall be posted on HB website after the award of Work to the successful entity has been made and communicated to the entity in writing.

**2.19.4** The Entity is expected to commence the assignment on the date of issue of Work/Supply Order.

## **2.20 DECLARATION OF SUCCESSFUL BIDDER**

**2.20.1** The Quoted Total Fee for each of the qualifying Bidders will be evaluated separately

**2.20.2** .At the end of this exercise, L1 (Lowest Bidder) would be declared.

## **2.21 SCHEDULE OF PAYMENT**

**2.21.1** The full and final payment will be made after the delivery and quality inspection of all the uniforms.

## **2.22 TERMS OF PAYMENT**

**2.22.1** As per the Work/Supply order, the Bidder needs to quote the total amount in respect of each and all items mentioned in the Work/supply order ( in the financial bid ).

**2.22.2 Change in the Applicable Law Related to Service Tax:** If, after the date of this Contract, there is any change of rate of levy under the existing applicable Laws of India with respect to Service Tax, which increases or decreases the cost incurred by the Entity in performing the Services, then the amount otherwise payable to the Entity under this Contract shall be increased or decreased accordingly.

**2.22.3 Currency of Payment:** All payments shall be made in Indian Rupees.

The Entity shall submit the invoice in triplicate along with inspection certificate for payment in accordance. The payment will be released as per the work related milestones/specified dates within thirty (30) working days of receipt of invoice. The Inspection Certificate for the same is to be given by HB. If the deliverables submitted by the Entity are not acceptable to HB, reasons for such non-acceptance should be recorded in writing and the HB shall not release the payment due to the Entity. In such case, the payment will be released to the Entity only after it re-submits the deliverables in time and which is accepted by HB. All payments under this Supply/Work Order shall be made to the accounts of the Entity (Account No. to be specified by the Entity). In case of earlier termination of the Work Order, the payment shall be made to the Entity based on assessment made upon about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The HB shall be entitled to adjust/recover Damages/Compensation and Liquidated Damages due under the Work Order.

**2.23 Right to accept any Bid and to reject any or all Bids:**

**2.23.1** Notwithstanding anything contained in this Tender Document, HB reserves the right to do the following:

- a. Accept or reject any Bid and at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof
- b. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or the dates or other terms and conditions relating thereto
- c. The entity does not provide, within the time specified by HB, the supplemental information sought by HB for evaluation of the Bid. Such delay/misrepresentation/ improper response would lead to the disqualification of the entity.

# **SCOPE OF WORK/ SUPPLY**

### **3 Scope of Work/Supply**

#### **3.1 Introduction**

The **XIX Commonwealth Games 2010 Delhi** will take place in Delhi, India from 3-14 October, 2010 and will be the largest sporting event India has ever seen. 71 nations will compete at the Games, representing over one-third of the Worlds' population. The sports programme comprises of 17 sports (23 disciplines) across 20 competition venues or field's of play and will involve over 6000 athletes and officials.

The Organizing Committee - Commonwealth Games Delhi2010 has appointed Doordarshan - a constituent of Prasar Bharati as the “**Host Broadcaster**” for the GAMES. The Host Broadcaster is required to provide uniform to all personnel associated with HB assignment.

#### **3.2 Brief Description of requirement**

HB will liaise with the appointed bidder to ensure all the uniform pieces are durable and practical for the requirements of crew. The uniforms should:

- be comfortable to wear
- stand up to wear and tear of a relay – be durable
- be appropriate for variable weather conditions
- utilise dark colour bottom so that dirt cannot be seen as readily, therefore more presentable over a longer period
- include wet weather jacket (Rain jacket) for crew to protect from adverse weather.

### 3.3 Description of Activity

3.3.1 The appointed Bidder will be responsible for the sourcing, procuring and manufacturing of the HB uniform requirements.

#### 3.3.2 Goods/Services to be provided by Bidder

Note: The brand/logo/label of the manufacturer/supplier must not be applied in a visible position on the external/visible portion to any piece of the uniform mentioned in the summary requirements.

This includes:

- source and procure uniform material
- ongoing consultation HB and provision of samples of each item for approval prior to production
- provide a complete size range sample of all uniform pieces
- manufacturing of all uniform pieces
- all embroidery/printing on relevant pieces of uniform
- packing in size range and labeling
- Logo of the supplier should not be visible on the items supplied as a part of this tender.
- Delivery to Host Broadcaster.
- Provision of alternation, if required

#### 3.3.3 Services to be provided by Host Broadcaster

HB will be responsible for the following:

- provide direction to Bidder on the specific requirements
- provide design and look guidelines
- provide timely approvals
- provide size ranges and uniform numbers per size (as per timelines).

#### 3.3.4 Summary of requirements

Sl. No	Items	Total No. of pieces to be produced
1.	I. Track Pant with Two pockets.	I. 5000
	II. T-Shirt with collar short sleeve	II. 5000
	III. Cap	III. 2550
	IV. Rain Jacket with two pockets	IV. 2500
	V. Blazer	V. 50

### 3.3.5 Specifications of Uniform:

Indian Standard Specifications are issued by the Bureau of Indian Standard.

S. No	SPECIFICATION NO.	PARTICULARS
(i)	IS: 667-1995 (First revision)	Method for identification of textile fibres.
(ii)	IS: 764-1979 (Second revision; reaffirmed 2003, Amds 3)	Method for determination of colour fastness of textiles material to washing.
(iii)	IS: 1964-2001 (Second revision)	Method for determination of mass per unit length and mass per unit areas of fabric.
(iv)	IS: 7016-1981 (Pt-2 & 3) (First revision, Amds-No1)	Method for determination of breaking strength & tear strength of coated & treated fabrics.
(v)	IS: 7016-1986 (pt-7) (First revision, reaffirmed 2003)	Method for determination of resistance to penetration by water & water proof ness for coated & treated fabrics.

#### 1. Size of Uniform

- i. T-shirt : M , L , XL and XXL
- ii. Blazer : M , L , XL and XXL
- iii. Caps : Free Size
- iv. Track Pant : 36 cm to 46 cm
- v. Rain Jacket : M , L , XL and XXL

Final confirmation of sizes and corresponding no of Uniforms will be intimated to successful bidder.

The individual uniform requirements are listed below.

Item	Track Pant
Logo required	HB logo & DD logo
Logo Placement	As intimated by HB
Logo application method	Digital print
Material type	100% polyester (poly taslan) with inner polyester mesh lining
Colour	As intimated by HB
Total Number of pieces	5000
Comments	Nil

<b>Item</b>	<b>T-shirt with collar (Short sleeve)</b>
Logo required	HB logo & DD logo
Logo Placement	As intimated by HB
Logo application method	Digital embroidery
Material type	dry fit 100% polyester
Colour	As intimated by HB
Total Number of pieces	5000
Comments	Nil

<b>Item</b>	<b>Cap</b>
Logo required	HB logo & DD logo
Logo Placement	As intimated by HB
Logo application method	Digital print
Material type	Micro poly fabric material with adjustable strap
Colour	As intimated by HB
Total Number of pieces	2550
Comments	Nil

<b>Item</b>	<b>Rain jacket with two pockets</b>
Logo required	HB logo & DD logo
Logo Placement	As intimated by HB
Logo application method	Digital print
Material type	100% Polyester Tafeta with PU Coating water-proof Fabric
Colour	As intimated by HB
Total Number of pieces	2500
Comments	with zipper hidden (secret) hood pockets inlaid carry bag

<b>Item</b>	<b>Blazer</b>
Logo required	HB logo & DD logo
Logo Placement	2 button formal blazer
Logo application method	Embroidery
Material type	Polyviscous
Colour	As intimated by HB
Total Number of pieces	50
Comments	Alteration shall be provided if required.

### **3.3.6 WORKMANSHIP AND FINISH**

The general workmanship and finish of the supplied items of uniform shall be of high standard. They shall be free from stitching defects like uneven stitch, puckering, gathering of threads, cuts & holes, streaky or patchy dyeing, stains and any other spots affecting the aesthetic appearance.

### **3.3.7 MARKING**

The label shall comprise nomenclature of the size and use/care/washing instructions.

### **3.3.8 INSPECTION OF SUPPLIES BY THE PRODUCER**

Entities must satisfy themselves first that the items manufactured are in accordance with the supply/work order and fully conform to the specification, by carrying out thorough pre-inspection of each lot/batch before actually tendering the same for inspection to the Inspection Committee nominated under the terms of the contract.

A declaration by the Contractor that necessary pre-inspection/tests have been carried out on the items tendered and the same are fit for inspection.

If the Inspection Committee finds that pre-inspection of the consignment as required above has not been carried out, the consignment is liable for rejection.

### **3.3.9 QUALITY ASSURANCE**

Examination of samples taken from any portion of the consignment or during surveillance inspection shall conform to the requirement when tested in accordance with the methods mentioned against each in this specification.

### **3.3.10 PRESERVATION & PACKING:**

#### **(a) METHOD OF PACKING**

- i) The items shall be supplied in new, clean, dry & sound condition.
- ii) Each item shall be properly folded and then placed in a polythene bag of suitable size. The bag shall be properly closed to avoid ingress of moisture.

#### **(b) MARKING OF PACKAGE**

Before dispatch, each package shall be legibly marked by stencil using indelible marking ink/paint showing the following details:-

- (i) Nomenclature, Cat/Part No. and size of the store.
- (ii) Qty packed in the package.
- (iv) Inspection Note No. and date.
- (v) Serial No. of the package.
- (vi) Month and Year of packing.
- (vii) Gross mass of the package in “Kg”
- (viii) Consignee.
- (ix) Firms Name & Address.

### 3.3.11 WARRANTY

“Except as otherwise provided in the invitation to the tender, the Contractor/seller hereby declare that the goods, stores, articles sold/supplied to the purchaser under this Contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the Contract.”

Condition of replacement of uniform in case of any manufacturing defect

It is important that consultation and meetings be held with the HB representative to ensure that the correct products are produced.

The Bidder must obtain the approval of HB before proceeding to the next stage of development.

### 3.3.12 SCHEDULE OF ACTIVITY

Stage	Milestone	Date
Stage one	<ul style="list-style-type: none"> <li>• HB to provide staff sizing.</li> </ul>	Within one week of work/supply order.
Stage two	<ul style="list-style-type: none"> <li>• The quality of product/materials to be checked &amp; certified by HB CWG prior to mass productions</li> </ul>	Within one week of work/supply order.
Stage Three	uniform supplier to produce all uniforms	By Sept 5, 2010
Stage Four	Inspection by HB representative	By Sept 6, 2010
Stage five	delivery of all uniforms to HB-CWG Cell	By September 10, 2010
Stage six	Replacement or alteration, if any	By September 15, 2010

\*Please note that the dates are tentative and subject to change at the discretion of the HB.

### **3.3.13 Supplier Internal Project Management**

- a) The supplier will establish an internal project management team which will consist of One Manager and 2 (two) supervisors who will liaise with the HB CWG 2010 to ensure delivery of the Uniform and meeting the time, quality and cost targets.
- b) Details comprising of name, email, telephone no etc of Internal Project Management Team of successful bidder need to be communicated to HB cell within one week of supply/work order..
- c) The HB would also implement a quality monitoring and control process, which would be communicated to the Successful Bidder subsequently.
- d) Any item not found to be satisfactory as per this process would need to be replaced by the supplier.

# Annexures

## ANNEXURE - I

### **BIDDER'S PROFILE**

Please provide with the following information/documents. Please do not leave any field blank

	Bidder's Response
Name of the Company	
Address	
Name of Contact Person(s)	
E-mail ID	
Telephone No.	
Fax No.	

#### Consortium Details

- In the event of consortium, please have a separate table clearly stating the name of the each Consortium member
- MOU between members of consortium
- Please clearly state which company is acting as the Prime/Lead Bidder.

A "Prime/Lead Bidder" is a member of consortium who will submit the Bid on behalf of the consortium and shall be the prime point of contact between the consortium members and the Purchaser and shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the Purchaser, unless it deems necessary shall deal only with such Prime/Lead Bidder.

- The Prime/Lead bidder has to submit their company profile/catalogue and testimonials.

## ANNEXURE - II

### CRITERIA – A:

The Bidder should have been in the business of providing uniform manufacture and supply services for at least 5 years.

- Respondents are required to attach letter of incorporation
- In addition, the Bidder is expected to provide details of work orders (along with copies of work orders) handled by the Bidder in the last 5 years
- Please restrict the work orders details to maximum 15 work orders which are most relevant for the purpose of this assignment.

	S No		
	Name of the client		
1	Service rendered		
2	City, Country and Year where and when the services were provided	City	
		Country	
		Year	
3	Provide detailed list of items provided	Item	Quantity
4	Please attach a copy of the work order in the name of the bidder		

\* **Note: Please replicate the above format for every work order detail.**

### CRITERIA - B:

The Bidder should have a turnover of at least **INR 5,00,00,000 (Five Crore)** of the last year.

Financial details		
S No	Item	Last year
1	Total Annual turnover of the bidder (value in INR) as per Audited financial result FY 08-09	

**CRITERIA – C:**

- (a) The Bidder or one of the members of consortium should have executed at least one single order of at least Rs 40,00,000/- (Rupees Forty lakh only) and two separate orders of at least Rs 10,00,000/- (Rupees Ten lakh only) in the business of providing uniform in the past two years.

Sl No	Name of the organisation and Order No.	Goods provided	Quantity	year
1				
2				
3				

Note: Please provide Copy of the signed contract and completion certificate.

## **CRITERIA - D:**

### **SAMPLE PRODUCTS**

- a) Quality of uniforms produced:
  - 1 short sleeve collar T-shirt
  - 1 Track pant with 2 pockets on sides.
  - 1 Cap
  - 1 Rain jacket with two pockets
  - 1 Blazer ( Fabric of 0.5 meter length )
- b) Quality of logo application (digital embroidery application)
- c) Quality of logo application (print application)
- d) Quality of logo application (stitched monogram of HB)

As part of this section the bidder is expected to provide:

- a) Sample with embroidery logo application
  - The Bidder should write the name of the Bidder in large font on the sample and product name.
  - The costs related to the samples will be borne by the bidder.
- b) Sample with print logo application:
  - The Bidder should write the name of the Bidder in large font on the sample and product name. (e.g. T-Shirt)
  - The costs related to the samples will be borne by the bidder

## ANNEXURE - III

### FINANCIAL BID

- a) Bidder should provide all prices as per the prescribed format under this Form. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- b) The bid is unconditional.
- c) All fee values should be stated in terms of INR.
- d) It is mandatory to provide breakup of all Taxes, Duties and Levies separately wherever applicable and/or payable.
- e) HB shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.
- f) The price should include the cost of transportation to the Purchaser's premises
- g) The Total Quoted Fee will be calculated according to the formula given below and the Agency will enter a single amount at the end of the table below.
- h) Only the Sum of the Total Quoted Fee at the end of Table 1 will be considered for the Commercial Bid.

Table 1

The Bidders are required to submit the total fee for ALL modules:

S No	Item	Quantity	Unit price	% of taxes applicable on unit price	Taxes on Unit price (in value)	Unit price including taxes	Total price including taxes
		A	B	C	$D=(B \times C)/100$	$E=B+D$	$F=A \times E$
1	Track pant	5000					
2	Short sleeve collar T-Shirt	5000					
3	Cap	2550					
4	Rain jacket with two pockets	2500					
5	Blazer	50					
<b>Total</b>							

\* However, in case of additional requirements, the fee paid per item would not exceed the price quoted in Column B (excluding taxes).

**Bank Guarantee format for Performance Guarantee**

To,

Project Director,  
Project Management Cell,  
Host Broadcaster – Commonwealth Games Delhi2010,  
Room No. 612, Tower – A,  
Doordarshan Bhawan, Copernicus Marg,  
New Delhi (India) – 110001

WHEREAS ..... (Name and address of the Entity)(hereinafter called "the Entity") has undertaken, in pursuance of LOA no..... dated ..... to provide 'Shortlisting of Uniform supplier for HB personnel' for Commonwealth Games Delhi 2010

And WHEREAS it has been stipulated by you in the said work order that the Entity shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the work order;

AND WHEREAS we have agreed to give the Entity such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Entity, up to a load of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Entity to be in default under the terms of work order and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Entity before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the work order to be performed there under or of any of the contract documents which may be made between you and the Entity shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the 31<sup>st</sup> day of December, 2010.

.....  
(Name, Signature of the authorized officer of the Bank with seal)  
.....Name and designation of the Officer  
...Seal, name & address of the Bank and address of the Branch

**Copy**

**of**

**Work/Supply Order**

**Prasar Bharati**  
**Host Broadcaster – Commonwealth Games Delhi2010 Cell**  
**Directorate General: Doordarshan**  
**New Delhi – 110001**

Schedule to the Acceptance of the Tender no. 1/2/ HB-CWG I/D2010/ Uniform/09-10 for 'Supply and delivery of items for Uniform' to HB CWG Management Cell for Commonwealth Games Delhi 2010

1. Name & Address of the Entity:

2. Name of Purchaser:

Prasar Bharati

3. Entity's Offer no. & date:

4. Condition of the Work/Supply Order:

The Work/Supply Order will be governed by the terms and conditions of tender document and technically accepted offer

5. (a) Name of Scheme:

'Supply and delivery of items for Uniform' for Commonwealth Games Delhi 2010

(b) Head of Account:

"Revenue Plan - Programme Services - Sports events - Commonwealth Games"

6. Security Deposit:

Performance Guarantee as per clause 2.10 of the tender document

7. Date of Delivery: As per Schedule of activities as per no. 3.3.12 of the tender document
- 8 Terms of delivery: The prices are firm and final. Deliverables as per Annexure III and as per terms and conditions of the tender document
9. Dispatch Instruction: As per tender document
10. Consignee: Project Director, HB - CWG Delhi2010 Cell
11. Packing & Marking: As per terms and condition of tender
12. Inspection:
- a. (i) Inspecting authority: Project Director, HB - CWG Delhi2010 Cell
- (ii) Inspecting officer: Authorized representative (s) of, HB - CWG Delhi2010 Cell
- b. Place at which stores are to be tendered for Inspection: (Will be intimated)

- 13.(i) Bill Processing Authority: Project Director, HB-CWG  
Delhi2010 Cell
- (ii) Paying Authority: Director General, Doordarshan
14. Taxes & Duties:
- (a) Special Instruction/conditions: Prices are inclusive of Service Taxes as applicable in India. The Work Contract Tax where applicable should be deducted by paying authority at source
- (b) Excise Duty: Inclusive in the financial bid of the Entity and Work/Supply Order issued by HB-CWG Delhi2010 Cell
- (c) Income Tax: Income Tax shall be deducted from the bills of the Entity where applicable as per rules. The TDS certificate in prescribed form as per IT Act shall be issued by the authority deducting the tax at source
- (d) Terms of Payment: As per the clause 2.22 of tender document.
15. Transit Insurance: The Entity will insure entire material for transit/storage against losses, damages due to fire, earthquake, war, flood etc. No claim will be admissible on this account. The Entity is also advised to get the materials, facilities, services and manpower insured during transit, execution and maintenance till the completion of the Games.

16. Entry Tax/ Octroi/Toll Tax/ Carnet/Bond: All inclusive in the financial bid of the Entity and Work /Supply Order issued by HB-CWG Delhi2010 Cell.
17. Pre-dispatch inspection of stores: The Entity should satisfy himself that the stores are in accordance with the terms of the tender document and that they fully confirm to specifications by carrying out thorough inspection of stores before tendering to the inspecting officer as per the terms of the tender document
18. Date of tendering of stores for inspection: As per Schedule of Activities
19. Coverage of supplementary demands: This Work/Supply Order is however without any detriment or prejudice to the right of the procurement of facilities and services to place order/orders at the same rate(s), terms & conditions for the additional quantities aggregating up to 50% of the quantity stipulated in the tender document
20. Description of stores, quantity, unit price and total price: As per the Annexure attached with this Work/Supply Order
21. Specification of the stores to be supplies: As per the technical specifications in the accepted Technical bid.

## 22. Liquidated damage:

If the Entity is unable to complete the assignment under this work order within the stipulated time limit, the indentor may at his option allow such additional time as he may consider justified with or without penalty and without altering the terms and conditions of the Work Order. In the event of the failure of the Entity to complete the assignment within the stipulated time or the extended time, the indentor shall have the right to impose a penalty @ One percent (1%) of the Order value for each week of delay in completion of work contract value. The Entity's liability for delay however, shall not exceed 10% of the Order value. The amount of penalty will be recovered from the payment due to Entity.

## 23. Arbitration

(i) In the case of dispute arising upon or in relation to or in connection with the Work Order between HB and the Entity, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the sole arbitrator appointed by Chief Executive Officer Prasar Bharti. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings. The venue of arbitration proceeding shall be New Delhi

(ii) The applicable law shall be law of India and courts of Delhi shall have the exclusive Jurisdiction.

## 24. Termination of Contract:-

In the event of undue delay in execution of work on the part of Entity, HB CWG Delhi 2010 Cell, has the right to terminate the contract after giving 15 days notice at the cost and risk of the Entity.

25. Scope of Work:

As per the Terms of Reference and Scope of Work/Supply of the tender document.

26. Payment Schedule :

As per Clause 2.22

27

S.No.	DESCRIPTION OF WORK	QTY	RATE PER UNIT	AMOUNT	Remarks
	<b>Grand Total</b>				

(Rupees Only )

Host Broadcaster  
Commonwealth Games Delhi 2010

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