

TENDER NO. 8(5) 09-10/E1 (P) TV.

PROVIDING INTERACTIVE SERVICE
FOR RECEIVING VIEWERS RESPONSE
ON DOORDARSHAN CHANNELS.

PRASAR BHARATI (BCI)
DG: DOORDARSHAN
DOORDARSHAN BHAWAN
NEW DELHI (INDIA).

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INVITATION TO BID

On behalf of the Prasar Bharti (BCI), 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. 8(5)09-10/E-I (P)TV
- 1.2 Description of Services: As per Annexure-III.
- 1.3 Delivery Period (Rollout Time): 30 Days
- 1.4 Tender Fee: Rs. 1,000/-
- 1.5 Bid Bond (Bank Guarantee) Earnest Money Rs. 1,00,000/-
- 1.6 Bid Validity upto : 120 (One hundred & twenty) days from the date of opening of Technical Bid.
- 1.7 Bid Bond validity upto : 60 days beyond bid validity.

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- 1.8 Date and Time of Pre Bid Conference: 22.2.2010 at 11:00
at conference room, 6th floor, Doordarshan Bhawan Phase -I, Copernicus
marg, New Delhi-110001.
- 1.9 Date and Time of submission of Tender : 10.3.2010 up to 11:30 AM
- 1.10 Date and Time of opening of Technical Bid : 10.3.2010 at 12:00 PM
(Opening date and time for Commercial Bid will be notified later)
- 1.11 Performance Bank Guarantee/Security Deposit: Required as per Annexure -II
(General Terms and Conditions)
- 1.12 Correspondence Address: SH. A.S. DHIMAN
ASSISTANT ENGINEER
ROOM NO. 401.
DIRECTORATE GENERAL
DOORDARSHAN
DOORDARSHAN BHAWAN,
COPERNICUS MARG
NEW DELHI-110001. (INDIA)
- 1.13 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.

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

(A.S. DHIMAN)
Assistant Engineer
For & on behalf of the Prasar Bharati

LIST OF ANNEXURES

Annexure I. 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

Annexure 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 AND TECHNICAL SPECIFICATIONS.
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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 by not duly filed 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 (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 inners sealed cover will contain "Technical Bids" and have all details of the offer as asked in the tender including a copy of "Commercial Offer" 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 superscribed 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.

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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.

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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. REVENUE SHARING

6.1 The service is to be rendered on revenue sharing basis details of which are given in annexure III.

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 15 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 confirm to the required specifications indicated therein. The most competitive 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 Public Sector Bank, in favour of PBBCI, 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 1.5 of Invitation to Bid. 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 30 (Thirty) 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 30 (Thirty) days of the receipt of order/advance order/letter of intent, will be required to send security deposit in the form of crossed bank draft in favour of PBBCI, 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 telex/telegraphic address is "T.V. General/New Delhi".

Fax : 23387620, 23386414

E-Mail : ddpurchase401@yahoo.co.in

(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.

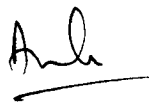
This Organisation has to finalise its service proposal within a limited time schedule. Therefore, it may not be feasible in all cases for this Organisation to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions, 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 by the bidders 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 submitted. and (iii) past record of timely and good quality services by the tenderer.

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 failed to comply with the above advice.

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PROFORMA FOR BIDDERS TO ACKNOLEDGE THE BID DOCUMENT

Dated:

Dear Sirs,

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

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

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

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

Yours faithfully

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

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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 tillI/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

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AGREEMENT

TENDER No.

To

The President of India

Name & Address of the Organisation.

Sub:- PURCHASE OF TENDER DOCUMENTS

Ref:- TENDER NO.

(Name of the Organisation) 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 (so many) days after the last date fixed for the receipt of tenders and the Tenderer desires to make tender on this condition after entering into this separate initial contract with this Organisation. This Organisation promised to consider the tender on this condition and the tenderer agrees to keep the tender open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

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

Yours faithfully,

on behalf of the President of India

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



PROFORMA OF BANK GUARANTEE FOR BID BOND

Bank Guarantee No. _____

Ref:-

TO

THE PRESIDENT OF INDIA

PRASAR BHARATI (BCI),

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. _____ (Rupees _____ Only) for the due performance of tenderer/'s obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by the Organisation specially the conditions that (a) tenderer shall keep his tender open for a period of day, i.e., from _____ to _____ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the Organisation(b) the tenderer will execute the contract, if awarded, and shall

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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 _____ (Rupees _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the tenderer and any such demand made by the Organisation on the bank shall be conclusive and binding notwithstanding any difference between organisation and the

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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.

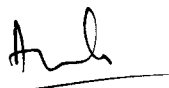
3. The bank also undertakes that the Organisation at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the ten

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

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

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. _____ (Rupees only) in aggregate and it shall remain in full force upto and including 60 days after _____ unless extended further (indicate the last date of validity period) from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto and including 60 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 60 days from _____ or (indicate the last date of validity period) before the expiry of 60 days after the expiry of extended period, if any, if no such claim has been received by us within 60 days after the said date/extended date, the rights of the Organisation under this guarantee will cease subject to para 7. 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. _____ (in _____ figure) Rupees _____ only (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this Organisation by the required date the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights, of the organisation under this guarantee will cease. However if such a claim has been received by us within and upto 120 days after the said date/extended date all rights of the Organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in _____ and any other authority(indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee.

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

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

Witness No.1

Signature

Signature

(Full name in capital Letters)

(Full name and address in capital letters)

Designation with bank stamp

Witness No. 2

Signature

Attorney as per power of attorney

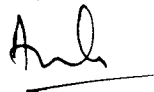
(Full name and address in capital letters)

No _____

Date _____

INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR BID BOND

1. The bank guarantee should be stamped in accordance with Stamp Act.
2. The non-judicial stamp paper should be in the name of the issuing bank.
3. 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 and replaced by clause. The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction.
4. The period of sixty (60) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 7 should be available after the expiry of the validity period of the tender or any extension thereof.
5. The bank guarantee by Indian bidder will be given from Public Sector Bank only.



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
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 duplicate?
- 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?

Signature of the Bidder





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 Failure and Termination Clause, Subletting and Assignment Clause of the tender is accepted
- Yes No
16. If not, the clauses not accepted may please be indicated below:-
17. Whether a copy of latest income tax clearance certificate has been enclosed?
- Yes No Not Applicable
18. Whether details of your registration under Sale Tax/Central Sales Tax have been indicate in the offer
- Yes No

Signature of the Bidder






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.

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

Signature of the Bidder/Tender
Name _____

Seal of the Company

BIDDERS PAST SERVICES PROFORMA

SL. No.	Name & Address of client	Period From	Description in details	Total Quantity supplied successfully	Remarks

Note: CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA

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BIDDERS INFORMATION PROFORMA

TENDERER MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTIONS

TENDER NO.

DUE FOR OPENING ON

1. WHETHER services offered conform to particulars quoted at Annexure-III, 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 _____




No.

TO
PRASAR BHARATI (BCI),
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.





GENERAL TERMS AND CONDITIONS (GTC)

(Each page must be signed and returned alongwith your Offer)

Definitions

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

- 1.1. **Order**
Shall mean written 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), DG: DOORDARSHAN, DOORDARSHAN BHAWAN, New Delhi, India, acting on behalf of President of India shall include all their legal representatives, successors and assignees.
- 1.3. **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. **SUB-CONTRACT**
Shall mean ORDER placed by the Service Provider for any portion, of the ORDER or work subletted with necessary written consent of this Organisation on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.
- 1.5. **SUB-CONTRACTOR**
Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been sub-letted by the Service Provider after necessary consent of this Organisation.
- 1.6. **ORDER PRICE**
Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by this Organisation and amendments thereof 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.
- 1.7. **DELIVERY PERIOD**
Shall mean date specified in the order by which the system will be made operational.
- 1.8. **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.

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1.9 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.

1.10 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 may be applicable to the type of services / works carried out and necessary certificates shall be furnished.

3. ACCEPTANCE OF ORDER

3.1 Within fifteen (15) 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 30 (Thirty) 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. The successful bidder will be require to submit any initial security deposit/performance guarantee of Rs. 10.00 lakhs.
- 6.2 The successful bidder will be required to submit an initial Security Deposit/Performance Guarantee of Rs. 10.00 Lakhs valid for the duration of agreement, before the contract takes effect. This security deposit is subject to review after every year and will be increased to 10% of the revenue share of Doordarshan over the preceding year if the same is higher than Rs. 10.00 Lakhs, otherwise it would remain unchanged.
- 6.2 The security money may be deposited in the form of Bank Draft/Bank guarantee in the proforma enclosed as Appendix to these General Terms and Condition (GTC).
- 6.3 This Organisation shall not be liable to pay any Bank Charges, Commissions or interest on the amount of security deposit/Performance Bond.
- 6.4 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. The rollout time for the job in reference will be 30 days from the date of signing the contract. If the contractor fails to deliver the services, within the period 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:-

- 8.1 Recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to Rs.20,000 per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver thereof is accepted after expiry of the aforesaid period.
- 8.2 In case delay in rollout of the service exceeds 2 months beyond the above delivery period, the organisation will be free to encash Performance Bank Guarantee of the bidder in addition to recovery of aforesaid liquidated damage.
- 8.3 The breakdown period of the setup should not be more than 24 hours irrespective of cause, otherwise penalty of Rs. 10,000/- per day per location would be levied subject to maximum of Rs. 1,00,000/- on each instance. The breakdown for a period of more than 10 days and/or repetition of such breakdown will be treated as unsatisfactory service and the contract will be liable to be terminated.

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 conform with the requirement of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license fee(s) as may be necessary. The contractor shall keep the Organisation indemnified from and against any and all claims, actions demand and proceedings whatsoever brought or made against the organisation on the basis of any patent or infringement thereof 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 disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specification, design, drawings, estimates, schedules, annexures, orders, instructions, the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to his contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the 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 the Chief Executive officer , Prasar Bharti 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.

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



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

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

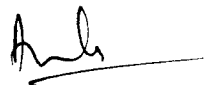
It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

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

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

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.



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

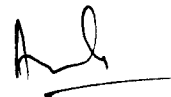
PRASAR BHARATI (BCI) , DG: DOORDARSHAN, DOORDARSHAN BHAWAN, NEW DELHI

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 of Rs. 10,00,000 (Rs. Ten Lakhs) 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 Agreements/ Service Contract 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 Agreements/ Service Contract Period) or before the expiry of the 60 days after the expiry of extended period, if any, If no such claim has been received by us within the 120 days after the said date/extended date, the right of the Organisation under this 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.
4. The bank also agrees that Court of New Delhi India shall have exclusive jurisdiction.
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 Public Sector Bank only.

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TECHNICAL SPECIFICATIONS

Description/specifications, Material Code, Quantity of Items.

S. No.	Description	Qty. (No.)	Specification No.
1.	Providing Interactive Service For Receiving Viewers Response On Doordarshan Channels	1 job	Specification No. SD 2009/003 Dated 13.10.2009

Note: -

Delivery instruction

Delivery Period (Rollout time): 30 Days.

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**PRASAR BHARATI
BROADCASTING CORPORATION OF INDIA
DIRECTORATE GENERAL: DOORDARSHAN, NEW DELHI**

Specification No. SD 2009/003
Dated: 13.10.2009

Sub: Specifications for providing Interactive service for receiving responses from Viewers on DD channels

1. Scope:

The specification laid down here is for inviting proposals to provide the complete system of SMS & IVR service on turnkey basis for the purpose of Opinion Polls, Contests, Reality Shows, Feedback and other genres and services in TV programmes aired on Doordarshan's channels. This would be achieved by using exclusive short code on GSM, CDMA and landline (PSTN) accessible from all the service operators across the country. The viewers all over the country should be able to access the short code for the purpose.

2. Essential Functional Features:

- a) The invited proposal is a service contract on revenue sharing basis for a period of three years and is turnkey in nature. The service contract will be reviewed every year and Doordarshan has the right to terminate it prematurely on the ground of unsatisfactory performance of the firm and failure to meet the desired requirements.
- b) Presently, Doordarshan is operating 6 National and 11 Regional Channels originating from various places in the country. The interactive services are required for round the clock operation on initially six National channels namely DD National, DD News, DD Bharati, DD Sports, DD India and DD Urdu running round the clock. These six channels operate from either DDK Delhi or CPC Delhi and have reach all over the country. The scope of interactive services may be extended subsequently at any time to other DD Kendras /channels. Doordarshan will arrange for due promotion and publicity of these services.
- c) The offered solution should consist of design, installation, commissioning, operation and maintenance of the offered system as well as all other activities associated therewith and incidental thereto and should be complete in all respects to provide all the desired functionalities.
- d) The proposal should include the provision of all necessary hardware and software applications, which shall be entirely provided by the successful bidder at his own cost. The firm should install the equipment in DD premises and keep the set up ready round the clock at his own cost, so that it can be used as and when required. Doordarshan will provide air-conditioned space and power supply only.

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- e) Any requirement of manpower for the operations of the system shall be provided by the bidder at his own cost.
- f) The successful bidder will be required to get the allotment of the universal exclusive short code which should be accessible to all CDMA & GSM Mobile phone and land-line phone subscribers all over the country.
- g) All mobile phone operators and landline operators across the country have to be contracted by the bidder for acceptance of the short codes in the respective networks. Doordarshan will provide authorization for this purpose, if required.
- h) The offered system should also have feature for interactive voice response (IVR) system for GSM, CDMA and landline (PSTN) operations.
- i) The offered system should have the capacity to handle a minimum of 2000 messages simultaneously. The response time between the receiving and sending back the response message should be one second or less. The services shall also be capable of handling minimum 1000 IVR calls simultaneously with point of presence in all the Telecom circles of the country.
- j) The firm should provide a schematic and a workflow diagram for the offered solutions showing various stages of operations along with the tender.
- k) The required connectivity from the Server to the operation site of Doordarshan will be provided by the bidder and should be part of the offered system.
- l) The system should be such that interaction can be done on air and that the same can be displayed on Doordarshan Channel. The system should have the feature of responding back to the participants with the acknowledgement by sending "thanks for the message" or "message received" or similar messages.
- m) Doordarshan can utilize return channel of SMS and IVR for cross channel publicity and/or advertisement and shall retain the right & access to use the responses as per programme exigency/ channel requirement.
- n) The system should have the ability of web based interaction and participation.
- o) The system should have all the basic features required for the interactive services on SMS & IVR. Some of them are stated below :
 - a. The system should have the feature to provide the details of all viewers/ participants. The offered system should have the inbuilt application to provide screening depending on keywords and subjects, which should be customizable based on Doordarshan's requirements.
 - b. The offered system should have the feature to allow on screen contests. The offered system should also have filtering capability to filter out undesirable and unobtrusive words and should accept only familiar words.
 - c. The system should be capable of drawing out a list of viewers in a chronological order for facilitating contests on first call basis. It should have the feature to facilitate online contests.
 - d. The system should be capable to provide subscription based services e.g., News updates, Stock updates, Score updates etc.
 - e. The system should have facility for downloading video clips, songs, music, ring-tones etc.
 - f. Any other feasible innovative idea from time to time during the period of contract.

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- p) The successful bidder will provide SDI output (key and fill signal) for interfacing with the Digital Video production switcher at the Kendra.
- q) The feature of getting print- out and saving of data **in electronic medium (DVDs, CDs and USB Drives etc.)** of all the calls received in the server with all the related details of the calls should be part of the proposal.
- r) The successful bidder will be required to provide remote connectivity to Doordarshan to enable SMS traffic monitoring at any time. The connectivity for the same may be IP based and bidder will have to provide the access right for the contract period. It should also be possible to see the log of the traffic day-wise, month-wise and program-wise. A client station (PC) for this purpose at all the operational sites should also be included as part of the proposal.

3. Eligibility Criteria:

Only experienced firms who have successfully executed similar works or are rendering such services to established TV channels are eligible. The bidder should also have handled premium billing. The bidder must, therefore, give details of similar work experience including the list of its clients with details of the facilities provided/ work executed. The bidder must give the profile of the company with the details of all its business activities, along with relevant supporting documents.

4. Demo cum Presentation:

The shortlisted bidders will have to give presentation of the offered system showing the functionality of all the features and will have to demonstrate live the SMS interactive system at DD establishment in Delhi. All logistics etc. are to be arranged at their own cost and risk. Written acceptance with regard to readiness for live demo cum presentation at a notice of 7 days has also to be submitted along with the bid.

5. General Conditions:

- a) The bidder is required to submit bids in two bid system – Technical bid and Commercial bid separately.
- b) The commercial evaluation of the technically acceptable proposals will be done on the basis of the revenue offered, which will be based on the revenue sharing ratio offered by the firm (say 80:20, 70:30, 60:40 etc).
- c) The successful bidder will be required to enter into a contract with Doordarshan within 15 days of the issue of letter of intent.
- d) The tender should remain open for acceptance for a period of four months from the date of its opening.
- e) The breakdown period of the setup should not be more than 24 hours irrespective of cause, otherwise penalty of Rs 10,000/- per day per location would be levied subject to maximum of Rs. 1,00,000/- on each instance. The breakdown for a period of more than 10 days and/or repetition of such breakdown will be treated as unsatisfactory service and the contract will be liable to be terminated.
- f) The bids not fulfilling conditions and specifications as laid down in the tender document will be rejected without any further reference.

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- g) The contract period can be extended on yearly basis by mutual consent.
- h) The monthly revenue generation statement alongwith details of all received SMS and calls program wise & channel wise should be submitted by 5th of following month to Sr. Director (C&S), Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi. The revenue share of Doordarshan should be deposited by the end of the month following the month of activity failing which a penal interest of 14.5% p.a. on the outstanding payment will be levied. The bidder may also be required to provide the program wise details as and when required.

6. Compliance Statement:

- (a) A point by point compliance statement in respect of all the points laid down in this specification from scope to all the points of essential features, eligibility criteria and general conditions is to be enclosed along with the offer.
- (b) Compliance statement in the format mentioned below only on the letterhead of the bidder duly signed on each page with seal shall only be accepted.
- (c) The offer without the compliance statement will be summarily rejected.

Sr. no. of DD specs.	DD Specifications	Compliance (Yes/No)	Page no. of relevant Document Enclosed	Any other relevant details

7. Enclosures:

The bidder must submit the following enclosures and supporting documents along with the technical bid to facilitate evaluation.

- i) Offered system workflow with necessary details.
- ii) Profile of the bidder
- iii) Details of related work experience
- iv) Details of agreement with various GSM/CDMA/Landline network operators
- v) Earnest Money Deposit of Rs. 1,00,000/-
- vi) Compliance statement
- vii) Roll out plan
- viii) Acceptance for live demo of fully working SMS & IVR system at a notice of 7 days
- ix) Any other relevant documents/ details as required in the tender document.
- x) Tender document duly signed and stamped by Authorized signatory.
- xi) A Demand Draft towards tender fee, if tender document is downloaded from the web site.

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PROFORMA FOR COMMERCIAL BID FOR GSM AND CDMA MESSAGES

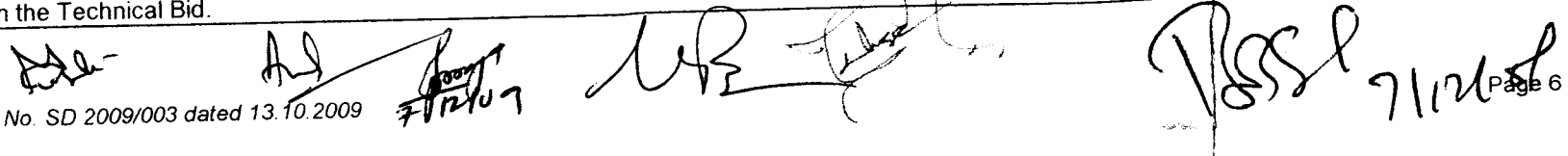
Sr.No	Telecom operators offering premium SMS short code	Network operators' rate for each SMS on short code (Amount in Rupees)	Minimum payout to service providers (Amount in Rupees.)	Ratio of " Minimum payout to the service provider" payable to DD per SMS, Telecom operator wise for the following total number of Messages per month				Amount realized by DD for the 15,00,000 messages per month. (To be calculated by DD)#
				Upto 100000 (A)	100001 to 500000 (B)	500001 to 1000000 (C)	1000001 to 1500000 or more (D)	
1	AIRTEL GSM							
2	HUTCH GSM							
3	IDEA GSM							
4	BPL GSM							
5	SPICE GSM							
6	AIRCEL GSM							
7	RELIANCE GSM							
8	BSNL GSM							
9	MTNL GSM							
10	RELIANCE CDMA							
11	TATA INDICOM CDMA							
12							
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Note: The Commercial bid is to be strictly submitted on the above format. Amount against A will be calculated as (minimum payout x percentage ratio offered x 100000). The amount against B, C and D will be calculated in a similar way. The Successful bidder will be decided on the basis of total revenue being offered to DD on 15,00,000 messages and 15,00,000 calls. The total revenue will be calculated based on the above four grading. The ratio offered to DD by the bidder should be net payable to DD and any taxes, levies, and service charges etc., will be borne by the bidder. A copy of this proforma, prices blanked out, should also be submitted with the Technical Bid.

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PROFORMA FOR COMMERCIAL BID FOR LAND LINE, GSM AND CDMA IVR CALLS

Sr.No	Telecom operators offering premium IVRS call on short code	Network operators' rate for each premium IVRS calls on short code/ unique code (Amount in Rupees)	Minimum payout to service providers (Amount in Rupees.)	Ratio of " Minimum payout to the service provider" payable to DD per IVR calls, Telecom operator wise for the following total number of IVR calls per month				Amount realized by DD for the 15,00,000 IVR calls per month. (To be calculated by DD)#
				Upto 100000 (A)	100001 to 500000 (B)	500001 to 1000000 (C)	1000001 to 1500000 or more (D)	
1	AIRTEL GSM							
2	HUTCH GSM							
3	IDEA GSM							
4	BPL GSM							
5	SPICE GSM							
6	AIRCEL GSM							
7	RELIANCE GSM							
8	BSNL GSM							
9	MTNL GSM							
10	RELIANCE CDMA							
11	TATA INDICOM CDMA							
12	BSNL LAND LINE							
13	MTNL LAND LINE							
14	AIRTEL LANDLINE							
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<p>Note: The Commercial bid is to be strictly submitted on the above format. Amount against A will be calculated as (minimum payout x percentage ratio offered x 100000). The amount against B, C and D will be calculated in a similar way. The Successful bidder will be decided on the basis of total revenue being offered to DD on 15,00,000 messages and 15,00,000 calls. The total revenue will be calculated based on the above four grading. The ratio offered to DD by the bidder should be net payable to DD and any taxes, levies, and service charges etc., will be borne by the bidder. A copy of this proforma, prices blanked out, should also be submitted with the Technical Bid.</p>								


 Several handwritten signatures and dates are present at the bottom of the page. One date is clearly visible as 7/12/09.