

**PRASAR BHARATI  
(INDIA'S PUBLIC SERVICE BROADCASTER)  
DOORDARSHAN NEWS: TOWER-B,  
DOORDARSHAN BHAWAN, NEW DELHI**

**E-TENDER DOCUMENT**

**Invitation of Bids for Hiring of 300 Mbps Internet Lease Line on OFC media at DD  
NEWS, DELHI.**

**E-tender No. DDN/5/(115)/Internet connectivity/2018-19-G( E )**

**Dated 27/07/2018**

1. E-Bids(Technical & Commercial) are invited for and on behalf of Prasar Bharati for Hiring of 300 Mbps Internet Lease line on OFC Media at DD News , New Delhi.as specified in Part II of this Tender.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below:

a.	Bids/queries to be addressed to	<b>Senior Administrative Officer Room No. 434, 4<sup>th</sup> floor Doordarshan News DoordarshanBhawan, Phase-II Copernicus Marg, New Delhi. Tel. No (011) 23097609</b>
b.	Electronic bids ( two bid system , technical and commercial bid )	<b>Website : <a href="https://www.tenderwizard.com/PB">https://www.tenderwizard.com/PB</a></b>
c.	Name/designation of the contact personnel	<b>Shri Anil Kumar Khurana Senior Administrative Officer</b>
d.	Telephone number of the contact personnel  Telephone number for any Technical Queries	<b>Tel. No. (011) 23097609</b>  Tel. No. (011) 23097662

3. **This tender is divided into five parts as follows:**

- a. **Part I:** Contains General Information and instructions for the Bidders about the tender such as the time, cost of tender document, EMD, place of submission and opening of tenders, Validity period of tenders, etc.
- b. **Part II:** Containing essential details of the services required, such as the Schedule of Requirements (SOR), Scope of work, Technical details and eligibility criteria etc. Annexure I is about the Technical specifications.
- c. **Part III:** Contains Standard Conditions of tender, which will form part of the Contract with the successful Bidder.
- d. **Part IV:** Contains Special Conditions applicable to this tender and which will also form part of the contract with the successful Bidder.
- e. **Part V:** Contains Evaluation Criteria, Technical bid and Price Bid Issues

4. **This tender is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the Tender, should it become necessary at any stage.**

## **Part I – General Information**

- 1. Last date and time for depositing the Bids on line: 11/09/2018 upto 1800 hrs.**

The Bids should be uploaded on tender wizard by the due date and time. The responsibility to ensure this lies with the Bidder.

- 2. Manner of depositing the Bids:** This is an e-tender. **For Participating in the E-tendering process, the Interested Bidders are required to follow the step by step procedure mentioned in Annexure-11. Late tenders will not be considered. The EMD and tender fee should be submitted to Sr AO on or before the closing time and date of submission of the e-bids.**

- 3. Time and date for opening of technical Bids: 12/09/2018 at 11 00 hrs.**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer).

- 4.** The bids will be submitted online only. The technical bids of only those bidders whose EMD and tender fee would be received before closing date and time will be opened on the opening date and time. The commercial bids of only technically qualified bidders will be opened. The opening of commercial bid will be communicated after technical evaluation of the bids.

5. **Place of opening of the technical Bids:**

ROOM NO. 434, DOORDARSHAN BHAWAN PH II

(DD NEWS)

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. Details of EMD and technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of your representative.**

6. **Forwarding of Bids:** E-Bids should contain the information regarding their original memo/letter pad inter alia furnishing details like TIN number, ESI, EPF number, PAN Number, GST Number, Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office.

7. **Clarification regarding contents of the Tender:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the DD News being customer in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids. Copies of the query and clarification issued by the customer will be sent to all prospective bidders who have received the bidding documents and will also be posted on website.

8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.**

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**

**10. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

**11. Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Tender.

**12. Validity of Bids:** The Bids should remain valid till 45 days from the last date of technical open of the Bids.

**13. Cost of tender:** Complete tender document can be downloaded from the web sites [www.tenderwizard.com/PB](http://www.tenderwizard.com/PB), [www.prasarbharati.gov.in](http://www.prasarbharati.gov.in), [http://www.ddnews.gov.in /about/tender](http://www.ddnews.gov.in/about/tender) and [www.ddindia.gov.in/Business](http://www.ddindia.gov.in/Business) and Central Public Procurement Portal <https://eprocure.gov.in/cppp>. The downloaded tender document can be submitted by paying **Rs. 500/-** (Rs. Five hundred Only) in the form of Demand Draft/Pay order in **favour of** "DDO, DD News, PBBCI, New Delhi" to be enclosed with the filled in tender form.

**14. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs.62,500/-(Rs. Sixty two thousand five hundred Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque in favour of " DDO, DD News , PBBCI, New Delhi." or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-I. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. **The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.**

**15. Two bid system-** It is a two bid system. Only the technical bids would be opened on the time and date mentioned above. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by the DD NEWS. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the customer i.e. DD NEWS.

## **Part II -Essential details of Items/Services required**

### **Specifications for 300 Mbps Internet lease line on OFC media to DD News**

#### **1.0 Scope of Work:**

##### **1.1 Bandwidth**

The bidder shall provide **300 MBPS** Uncompressed Symmetrical (1:1) Premium Internet bandwidth at Doordarshan News, Tower-B, Doordarshan Bhawan, Copernicus Marg, New Delhi-110001, in accordance with technical specifications specified in Annexure-1 and QoS parameters stipulated in clause No. 9.5 of this tender document.

##### **1.2 Hardware provisioning & Maintenance**

The bidder shall provide all the equipment such as mux, modems, converters and any other hardware required to terminate the requirement of internet lease lines at DD News. The maintenance and ownership of all such equipment will be with bidder only. DD News shall provide power and space for co-locating the termination equipment without any charges. The bidder must specify in the bid the space and power requirements for this equipment.

##### **1.3 Period of Service**

The bidder shall provide the services for a period of three years starting from the date of Commissioning & Acceptance of the Internet Bandwidth by DD News. The services shall be subjected to a bi-annual review. DD News has the option to extend the contract on the same terms and conditions on the satisfaction of the services rendered by the service provider.

The service provider shall be responsible for Supply, Installation, Commissioning & Maintenance of the Internet connectivity to ensure 99.5% uptime of the Internet Bandwidth provided, on monthly basis.

#### **2.0 Eligibility Criteria for bidders:**

2.1 The bidder should be a company registered in India under Registrar of companies.

2.2 The bidder must have state of the art Network Management Centre/ Network operation Centre for complete monitoring and troubleshooting support round the clock to ensure uninterrupted service to DD News. The bidder should provide details w.r.t the various mediums of contact of the NOC, the contact details, and escalation mechanism for escalation of complaints/failures.

The bidder shall provide supporting documents in support of all the above mentioned clauses.

### **3.0 General Conditions:**

3.1 The bid (s) of those bidder (s) who do not have adequate facilities and capabilities to provide comprehensive maintenance support shall be summarily rejected.

3.2 The bidder must submit, the detailed schematics/network diagrams explaining the implementation scheme, route map of the proposed connectivity along with their technical proposal. The proposal should clearly bring out the Bill of Material (BOM), the space and power required to commission and provision the Internet connectivity.

3.3 Providing last mile connectivity to DD News will be the responsibility of bidder. All equipment such as mux, modems/converters etc should be provided by the bidder. This equipment will be the property of the bidder and bidder will be responsible for the maintenance of this equipment.

3.4 The tenders are to be submitted along with refundable earnest money of It should be 2.5% of the contract estimated value. The earnest money will have to be in the form of demand draft/pay order drawn in favor of "DDO, DD News", payable at New Delhi. Tenders received without earnest money will be summarily rejected. The earnest money it should remain valid for a period of 45 days beyond the final bid validity period in respect of the unsuccessful bidders will be returned after the award of the contract. EMD of successful bidder will be returned on receipt of performance security which is 10% of entire contract value. Performance Security will be deposited in the form of FDR/Bank Guarantee.

### **4.0 Submission of Proposals:**

The proposals will be called on e-tendering basis along with complete proposals containing technical as well as commercial bids within stipulated time frame.

### **5.0 Bid Validity:**

The validity of the bid must be for a minimum of 120 days from the last day of bid submission. Any subsequent extension of validity shall be for a minimum of 60 days.

### **6.0 Evaluation of Offer:**

6.1 The Bids will be opened on a pre-notified date and time in the presence of representatives of the bidders.

6.2 Final selection will be made on the basis of lowest cost from amongst the technically suitable offers. For the purpose of relative commercial ranking of offers, all inclusive

prices (Annual Charges, Taxes etc.) offered in the Rate Schedule (Annexure II) of the Tender, as well as other costs seen to be arising as a part of offer due to taxes or duties based on the offer will be reckoned.

6.3 Additional features/ Enhancements offered by the bidder, over and above the ones asked for in the tender document, shall not be considered for evaluation of bids.

## **7.0 Due Diligence**

The Bidders are expected to examine all instructions, terms and specifications stated in this tender. The Bid shall be deemed to have been submitted after careful study and examination of this tender document. Failure to furnish all information or submission of a bid not responsive to this tender will be at the Bidders' risk and may result in rejection of the bid. Also the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

## **8.0 Award of Contract:-**

8.1 DD New shall place orders for bandwidth initially for a period of 03 year which shall be further extendable at DD News's option.

8.2 DD News decision on selection of the service provider shall be final and there shall be no representation of any kind in this regards afterwards.

8.3 DD News reserves the right of acceptance/ rejection of the offer / bid without assigning any reason whatsoever.

## **9.0 Service Performance & Deliverables**

9.1 The bidder must have a state of the art Network Management Centre of Network Operation Centre to ensure complete monitoring and process driven support on 24x7x365 basis to enable trouble shooting of all types of problems.

9.2 The bidder should provide 24/7 Help desk support to DD News and carry out Proactive maintenance, management and monitoring of the Internet Bandwidth links to meet the desired SLA as specified in Clause 9.5 below. The bidder must also specify in the bid document the methodology for problem management, resolution and escalation.

9.3 The bidder should provide monitoring tools at DD News for Bandwidth/ Usage/Performance monitoring on real time basis. The bidder should be capable of providing Bandwidth usage reports, Performance reports on Real time/Hourly/Daily/ Weekly/ Monthly basis & Network latency reports.

9.4 The Internet connectivity will be deemed as available provided all the QoS parameters defined below are also met.



### **9.5 Quality of Service (QoS) Parameters:-**

- Port availability:- 99.5% calculated on monthly basis
- Committed information Rate (CIR):- 100%
- Packet Loss; less than equal to 1%
- Round trip latency to the various location across the globe:<300 millisecond
- Round trip latency to the various locations within India:< 150 millisecond
- Bit error rate (BER):- 10<sup>-7</sup> or better
- Ring topology with (1+1) protection.

The round trip latency will be measured online by the tool provided by the bidder. The average packet loss on the internet link should be less than 1%. It shall be measured by computing the percent packet loss of 1000 pings (with acknowledgement for each previous packet received) of 64 bytes each. This confirmed packet loss is the measurement of packet loss from DD News to the router of any Internet backbone tier-I carrier in India.

### **9.6 Provision of Public IP's**

The service provider shall allocate and provide minimum of **16 Nos.** of Public IP's for the exclusive usage by DD News.

### **9.7 Planned Downtime**

There shall however, be a provision for planned maintenance activity in the service provider's network for which the service provider shall inform DD News at least 5 working days in advance. The maximum window for such maintenance shall not exceed 4 hours in six months with a single block not exceeding 2 hours at a stretch. The downtime period taken for planned maintenance activity shall not be reckoned for calculating the Uptime availability of the services.

### **10.0 Service Level Agreement:**

The bidder will have to meet SLA Parameters as mentioned above. The bidder shall sign the SLA with DD News to provide the minimum service availability of 99.5% on monthly basis and meeting the QoS parameters defined above.

## **11.0 Penalty:**

Bidder should give uptime guarantee of 99.5% on monthly basis. In case uptime falls below the guaranteed level, DD News will impose penalty. If the Quality of Service (QoS) parameters as defined in Clause 9.5 above are not met for any duration of time, the link shall be deemed to be down for such duration and penalty shall be imposed. If the link is down (Port unavailable) for more than one hour continuously, even if it is within 99.5% Uptime limit, **a penalty amount which is equivalent to twice the amount due for the unavailable period will be charged and deducted from Vender's invoices. It will be maximum 10% of invoice value.**

**If the uptime (%) per month is less than 97% for 2 consecutive months, DD News reserves the right to review and terminate the contract.**

## **12.0 Payment Terms:**

Payment shall be made by DD News to the Service Provider on monthly basis, at the end of each month. Invoice should be raised at the end of the month and shall be accompanied by satisfactory services report form DD News.

## **13.0 Delivery & Liquidated Damages**

The bidder shall be responsible for provisioning of the Internet Port (Bandwidth) ordered at the site and for making it fully operational within **04 weeks** from the date of placement of purchase order.

If the bidder fails to deliver within the stipulated time schedule or by the date extended by DD News, it will be construed as a breach of contract and suitable Liquidated Damages would be levied.

The liquidated damages will be calculated as 0.5% of the contract value per week upto maximum of 04 weeks.

## **14.0 Installation & Acceptance**

14.1 The bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done by the designated team from DD News. DD News reserves the right to reject the order if it is not conforming to the approved specifications. No payment will be made for the rejected items.

14.2 Once the system is fully installed and is made operational, its operation and performance would be observed for duration of **seven continuous working days** for successful performance in accordance to QoS parameters stipulated in clause No. 9.5 of this tender document.

## **15.0 Item wise Compliance;**

The bidder shall go through the entire document and must comply with all the terms and conditions. A Compliance statement in the form of 'Complied' or 'Not Complied' shall be given against each clause/ item and specification of the tender document. The compliance statements should be supported by authentic documentation. Please note that any deviation from the laid down requirements/ specification shall be brought out separately in deviation sheets to be attached with concerned section of the tender. Failure to comply with this requirement may result in the bid being rejected. Each page of the bid and cuttings/ corrections shall be duly signed and stamped by the bidder. Failure to comply with this requirement may result in the bid being rejected

## **16.0 Technical Literature & Brochures**

One set detailed technical literature shall be submitted along with the bid. The literature should contain detailed specifications and information about all equipments and systems involved in provisioning of the ordered bandwidth. The technical literature shall be used to compare the specifications of the offered services with the required specifications mentioned in the tender document.

## **17.0 Termination For Default**

DD News may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor terminate the contract in whole or part thereof if:

- The vendor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the client.
- The vendor fails to perform any other obligation(s) under the contract.
- If the uptime (%) per month is less than 97% for 2 consecutive months, DD News reserves the right to review and terminate the contract.
- Either party i.e. DD News or vendor can terminate the contract agreement by giving three months notice in advance to other party.

## **18.0 Force Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in

respect of such non performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event any come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option, terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the Successful tenderer at a price to be fixed by the purchaser with mutual consent which shall be final. All unused, undamaged and acceptable materials bought out components and stores in course of manufacture in possession of the Successful tenderer at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and goods as the Successful tenderer may with the concurrence of the purchaser select to retain.

## Annexure-I

### Technical Specifications

1. Service Requirement: Provision of Internet Bandwidth at DD News, The last mile has to be through optical fiber and the link must be provided using self-healing ring architecture.
2. Bandwidth: The bidder should quote for **300 Mbps** Uncompressed Symmetrical 1 :1 premium bandwidth per Annum (Basic unit Price inclusive of all levies & charges) (in Rupees).
3. The link shall terminate at a Point of Presence (POP), which is owned by the bidding company. The bidder will deliver the last mile on optical fiber using ring architecture form bidder's ISP POP to DD News premises.
4. Redundancy: The local loop shall be on a ring to provide maximum uptime.
5. The link shall be terminated on an Ethernet port of a switch/router/firewall at DD News. The actual interface requirement shall be made known at the time of placement of contract order. However DD News has the right to demand for any change in the interface port requirement in future. The Bidder will be informed about the about the change and 30 days duration will be provided to the bidder to terminate the link a desired by DD News.
6. Quality of Service (QoS) Parameters:
  - Port availability:- 99.5% calculated on monthly basis
  - Committed information Rate (CIR):- 100%
  - Packet Loss: Less than equal to 1%
  - Round trip latency to the various locations across the globe: < 300 millisecond
  - Round trip latency to the various locations within India: < 150millisecond
  - Bit error rate (BER):- 10<sup>-7</sup> or better
  - Ring topology with (1+1) protection.
7. The service provider to the various shall provide 24/7 Help desk support to DD News and carry out Proactive maintenance, management and monitoring of the Internet Bandwidth links to meet the desired SLA as specified in item number 6 above. The Bidder must also provide methodology for problem management, resolution and escalation.
8. The bidders Network Operation Centre must respond to the complaints from DD News on 24/7 basis in the event of any failure or any attacks like the blaster/ slammer etc.

### **Part III – Standard Conditions of tender**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder(i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.

4. **Penalty for use of Undue influence:** The contractor/supplier undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or other wise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may

deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier by contractor/supplier with the Government of India or with DFF.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the contractor failure to submit the Bonds, Guarantees and Documents, supply the material as specified in this contract, the customer may, at his discretion, withhold any payment until the completion of the contract. The customer may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day

subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** The customer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.
- (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) As per Para (8) of Part IV of the tender document.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the



actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.

- (b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon the Customer.
- (c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between the customer & successful contractor. This is a binding agreement between the customer and contractor for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the DD News (Principal) and successful contractor for this specific activity (the successful Bidder);
- b. An undertaking by the Principal (i.e. DD News) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding company/ contractor will be made “in the name for and on behalf of the company’s Chief Executive Officer”.
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
  - (i) Denial or loss of contracts;
  - (ii) Forfeiture of the bid security and performance bond;
  - (iii) Liability for damages to the principal (i.e. DD News) and the competing Bidders; and
  - (iv) Debarment of the violator by the Principal (i.e. DD News) for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

16. **ELIGIBILITY CRITERIA:** TENDERER should be a company registered under Companies Act, 1956/2013 and should be in existence at least for the last three financial years. The company should have PAN No, GST No and other statutory requirements.
- a. The tenderer should also have sufficient experience and shall submit the satisfactory supply certificates of at least three similar items/ equipment, each of value not less than 40% of the estimated cost put to Tender, or two similar items/ equipment, each of value not less than 60% of the estimated cost, or one similar items/ equipment of value not less than 80% of the estimated cost, all amounts rounded off to the convenient full figure, in the last seven years ending on the last day of the month previous to the one in which the Tenders are invited. The tender without qualification certificate will be rejected on date of opening without further intimation.
  - b. TENDERER must not have been blacklisted/ debarred by any Government/ Semi Government Organization or Corporation in India, at any stage.
  - c. Documents explicitly supporting the past experience, list of existing and past clients with details of services offered, successful work completion certificates issued by clients, details of similar projects executed with copies of agreements, work orders, and other related details must accompany the TENDER.
17. **Award of Purchase Order:** After taking into account Technical and financial evaluation criteria, PB shall award the purchase order to the successful TENDERER. The Successful TENDERER is required to submit the acceptance letter along with the Performance Bank Guarantee as stipulated in E-TENDER within 7 days of Issue of Letter of Award.
18. **Delivery period:** Two weeks from the date of award of order.

## **Part IV-Special Conditions of the tender**

The Bidder is required to give confirmation of their acceptance of Special conditions of the tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private section bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.
  
2. **Option clause:** The contract will have an Option Clause, wherein the customer can exercise an option to procure an additional 50% of the original contracted Material in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the customer to exercise this option or not.
  
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the customer can order up to same quantity of material mentioned under the contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the customer to place the Repeat Order or not.
  
4. **Payment Terms:**
  - 4.1 Payment of the Monthly bill will be made after deductions in lieu of any breakdowns.
  - 4.2 No advance payment would be made at any cost.
  - 4.3 **Penalty clause for breakdowns:** If the video wall equipment is having any breakdowns in part/ full during its operations due to technical failure or any other operational problems before (or during) any scheduled LIVE/ recording of Programs, a penalty will be levied and deducted from the next monthly payment as per the following terms:
    - 4.3.1 Any breakdowns upto 4 hours : Penalty amount will be Rs. 5000 Rupees
    - 4.3.2 Any Breakdown of beyond 4 hours: penalty amount will be equal to Rs. 5000 + hourly prorata rate of hiring.
    - 4.3.3 Penalty will be evaluated on a daily basis as per clause 1 & 2 above if breakdown spans over multiple days.

**5. Paying Authority:** The payment would be made by DD News on submission of following documents:-

- (i) Ink signed copy of contractor bills
- (ii) Performance report submitted by supervising officer of DD News
- (iii) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST etc. as applicable.
- (iv) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code ( if these details are not incorporated in supply order/contract).
- (v) Any other document/certificate that may be provided for in the Job Order/Contract.
- (vi) User Acceptance & Satisfactory Services Report.
- (vii) Xerox copy of PBG.

(6) **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:

- (a) The price charged for the material supplied under the contract by the contractor shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- (b) If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- (c) The contractor shall furnish the following certificate to the customer along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of material supplied to the Government i.e. DD News under the contract herein and such services have not been offered/sold by me/us to any person/organization including the customer or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

**6. Risk & Expense clause:**

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

- iii) In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by Customer.

**7. Force Majeure Clause:**

- a.
  - b. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
  - c. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
  - d. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
  - e. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
  - f. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
8. **Period of Contract/ WARRANTY PERIOD:** The contract would be for six months from the effective date of contract. Please note that Contract can be cancelled unilaterally by the DD News being customer in case services are not received as per quality and standard specified in the tender within the contracted period. The customer reserves the right to exercise the option clause and repeat order clause as per text given in Clause 3 &4 Part IV of this tender.

**9. Misc. terms & conditions of the contract:**

9.1 DOCUMENTATION: One set of printed technical, operation & maintenance manuals for all the offered products are to be provided on non-returnable basis along with the tender to facilitate the technical evaluation, otherwise the tender is liable to be ignored. The successful bidder will have to supply one set of printed operation, service and maintenance manuals with respect to each item.

## Part V – Evaluation Criteria for Technical bids and Price Bids

### A. Technical bids

1. **e-Tender Processing Fee** : Online bid documents submitted by intending bidders shall be opened only of those bidders, **who have deposited e-Tender Processing Fee with M/s ITI Limited.**
2. **Bid Fee:** The entities submitting the bid shall enclose a DD for Rs. 500/- ( Rupees five hundred only) towards bid fee which is nonrefundable payable in favor of “DDO, DD News , PBBCI, New Delhi” , payable at New Delhi
3. **Earnest Money Deposit : EMD as per clause 14, Part-1 of this document.**
4. **Earnest Money Deposit and other documents should be scanned and uploaded for the bid to be technically fit for bid evaluation process.**
5. **Tender Compliance Statement:** TENDERER shall submit a copy of this TENDER document with each page of the TENDER signed by the authorized signatory along with the office seal as a part of the compliance to each part of the TENDER . In case of any disagreement to any part of the TENDER in part or full, it should be brought out in a separate sheet clearly indicating the non-compliance or disagreement. The bids without duly signed compliance are likely to be rejected.
6. **Checklist** as per Annexure-VIII to this tender document.
7. **ELIGIBILITY CRITERIA** should be submitted as per clause 16 of Part-III of this document.
8. **Technical Bid:** Interested Companies who wish to participate in the tender have to submit the technical bid described as under:
  - 8.1 All the volumes of the entire technical bid must be page numbered.
  - 8.2 Schedule of Requirements/Materials (un-priced): This document will contain Section wise & Clause wise details of equipment offered including Make, Model, Quantity and complete technical specifications **of the offered equipment** in accordance with Annexure-7 to this document. The tenderer must offer all items.
  - 8.3 Descriptive information and complete details of each equipment offered shall be given by the tenderer.
  - 8.4 All the essential accessories required to complete the system should be offered by the bidder. The bidder should certify the completeness of the system in all respect. All the optional items should be quoted separately. The bidder must provide enough details about such optional items to decide its utility.
  - 8.5 Point by point Technical Compliance: The tenderer should submit a compliance statement as per Annexure-10 to this document in respect of the Schedule of Requirements of all store items without price in the same format as given in Specifications in the technical bid, failing which the tender shall be considered incomplete and is liable to be rejected.
    - 8.5.1 The figures so mentioned should be supported by record of these in the technical literature enclosed with the tender and reference to the page number of enclosed literature for all features and technical specifications should be mentioned in the relevant column.
    - 8.5.2 Offers without the compliance statement or with incomplete compliance statement will liable to be rejected with the sole responsibility of the bidder. Any deviation from the specification detailed in the compliance statement is to be highlighted separately.

8.6 Copy of Enlistment Order and other documents as specified shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

9. Certified copy of all the scanned and uploaded documents as specified shall have to be submitted by the bidders physically in the office of tender opening authority before schedule time & date of opening of tender.

B. **Evaluation Criteria for Price Bids** : The broad guidelines for evaluation of Price Bids will be as follows:

1. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender, both technically and commercially.

2. The technical Bids forwarded by the Bidders will be evaluated by the Customer with reference to the technical characteristics/technical parameters/ eligibility criteria as mentioned in the Tender. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Annexure -5, 6, 7 & 10 to this Tender document. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

3. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Annexure-8 to this tender document. The consideration of taxes and duties in evaluation process will be as follows:

3.1 All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of Bids.

3.2 The Bidders are required to spell out the rates of GST in an unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have. The documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

3.3 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

3.4 The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by the customer.

3.5 **Any other criteria as applicable to suit a particular case.**

2. **Price Bid Format:** The Price Bid Format is given in Annexure-IX to this document.



**EMD Bank Guarantee format**

Whereas.....(hereinafter called the “Bidder”) has submitted their offer dated.....for the services and supply of .....

(hereinafter called the “Bid”) against the customer’s request for proposal No.....

KNOW ALL MEN by these presents that WE..... of .....having our registered office at ..... Are bound unto.....(hereinafter called the “Customer”) in the sum of .....for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of .....20..

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

- a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch)

**Format of Arbitration Clause –Indigenous Private bidders**

1. All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
2. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
3. Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
4. The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
5. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
6. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
7. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

**Note:** In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee Format

**From:**

**Bank** \_\_\_\_\_

To

The President of India through DD News

Ministry of Information & Broadcasting

Government of India

New Delhi.

Dear Sir,

Whereas you have entered into a contract No. ....  
Dt.....(hereinafter referred to as the said Contract with  
M/s....., hereinafter referred to as the  
“Contractor/Supplier” for supply of services as per Part-II of the said contract to the said  
contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee  
for 10% of total Contract value amounting to.....to secure its obligations to  
the President of India. We the.....bank hereby expressly,  
irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the  
contractor/supplier that, in the even that the President of India declares to us that the goods  
have not been supplied according to the Contractual obligations under the aforementioned  
contract, we will pay you, on demand and without demur, all the any sum up to a maximum  
of ..... Rupees.....only. Your written demand shall be  
conclusive evidence to us that such repayment is due under the terms of the said contract.  
We undertake to effect payment upon receipt of such written demand.

a. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

b. In no case shall the amount of this guarantee be increased.

c. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

d. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

e. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s.....

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach DDG (E) (DD NEWS) before time of bid opening)

**Doordarshan News  
Doordarshan Bhawan, Phase-II  
Copernicus Marg,  
New Delhi.**

**Tel. No. (011) 23097672**

**Email ID-**

**Subject: Authorization for attending bid opening on \_\_\_\_\_(date) in the E-TENDER no ----- dated ----- for Hiring of Video Wall -Direct view LED screen 20' x 8'. Following persons are hereby authorized to attend the bid opening for the E-Tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.**

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
I		
II		
III E-Tenderer alternate representative		

**Signatures of the bidder**

**or**

**of the Authorized Signatory**

**(Maximum of two representatives for any bidder shall be authorized and permitted to attend the Bid Opening.)**

**TECHNICAL BID SUBMISSION FORM**

**(To be submitted in the letterhead of the bidding TENDERER)**

Ref:

Date: .....

To

**(DD NEWS)  
New Delhi -110 001**

Dear Sir,

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the supply of the following items as detailed in your above referred tender. Basic Item, No Item, Description Make & Model.

1. We undertake, if our Bid is accepted, within schedule time frame and all the contractual obligations specified in the contract as per schedule calculated from the date of issue of the work order. An agreement shall be executed with PB on receipt of work Order.
2. If our Bid is accepted, we will submit the performance bank guarantee of a Scheduled Bank for an amount mentioned in the E-TENDER or as directed within seven days of the issue of LOA.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that Prasar Bharati has all the rights to cancel the highest offer without assigning any reasons.
5. We have submitted the required documents as per Annexure-2.

Dated this ..... day of ..... 2017

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature

**ANNEXURE-VIII**

**Technical Bid Evaluation form (Checklist)**

Sr. No.	Checklist point / Technical Evaluation Criteria	Compliance by Tenderer Yes/No	Supporting Documentary Evidence uploaded Yes/No	Remarks
1.	Demand Draft for Rs. 500 only as bid fee	Yes/No		
2	Earnest Money Deposit (EMD) Demand Draft/ BG	Yes/No		
3	E-Tender Processing Fee	Yes/No		
4	Registration of firm with NSIC for exemption of EMD	Yes/No		
5	Copy of PAN Card	Yes/No		
6	Copy of TIN Card	Yes/No		
7	G.S.T. Regn Number	Yes/No		
8	Bank details such as: Name of the Bank Branch Account Number IFSC code/ MICR Code	Yes/No		
9	Eligibility Criteria: Financial Details of the organisation ( Annexure-9)	Yes/No		
10	Copy of Enlistment Order , Eligibility Criteria, documentary proof of having completed similar type of supply order	Yes/No		
11	Check list, Annexure-6	Yes/No		



12	Technical Bid Submission Form, Annexure -5	Yes/No		
13	Offered Equipment : Schedule of Requirements/Materials (unpriced), Annexure-7	Yes/No		
14	Technical leaflets/ manual for the make and model being offered	Yes/No		
15	Technical compliance statement to Technical specification ( Annexure-10)	Yes/No		
16	Certificate of Original Equipment Manufacturer(OEM) of the offered make / models.	Yes/No		
17	Full details of after sales service capability with location of service centers across the country.	Yes/No		

**All the conditions above shall be "Yes" to accept the E-TENDER**

**PRICE SCHEDULE**

**Uncompressed Symmetrical (1:1) Premium Internet Bandwidth on OFC media at DD News**

Sl. No.	Price for 300 Mbps Uncompressed Symmetrical 1:1 Premium Internet bandwidth (local loop should be on a ring) with SLA as defined in the RFP document per Annum (Basic unit Price exclusive of all levies & charges) (in Rupees)	Any other levies/taxes/charges (in Rupees)	Total price inclusive of all levies and charges (in Rupees)
1.			

Grand total in words:

The above cost should include all the components that are required for end to end connectivity i.e last mile upto DD News, to provision Internet Bandwidth ordered.

Signature:

Name:

Designation:

Date:

**Financial Details of the Organization**

Company Profile Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

1. Name of Company
2. Mailing Address
3. Telephone and Fax numbers
4. Date of registration of the Company
5. Year of commencement of Business
6. Name and designation of the person authorized to make commitments to DD News
7. Contact details of the person authorized to make commitments to the Doordarshan News.
8. Turnover of the company:  
2015-2016.  
2016-2017
9. Profit of the company:  
2015-2016.  
2016-2017
10. GST Number
11. Income Tax Number PAN NUMBER/ TIN NUMBER
12. Whether direct manufacturer or authorized dealers

This is to certify that M/s \_\_\_\_\_ has not been blacklisted by Prasar Bharati or any other Government Organization before submission of this tender document.

Signature (Name & Designation)

Date:

(Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.)

**GUIDE to E-tendering**

**For Participating in the E-tendering process, the Interested Bidders are required to follow the below steps for submitting their offers**

1. Bidding document may be downloaded from below mentioned web sites

- <https://www.tenderwizard.com/PB>
- [www.prasarbharati.gov.in](http://www.prasarbharati.gov.in),
- <https://eprocure.gov.in>
- [www.ddindia.gov.in/Business](http://www.ddindia.gov.in/Business)
- <http://www.ddnews.gov.in/about/tender>

2. **E-Bids are to be submitted on the e-tender portal** <http://www.tenderwizard.com/PB>

To participate in the e-bid submission, it is mandatory for the Bidders to have user identification number & password

(Collectively referred to as the “ID and Password”) which has to be obtained in Bidder’s own name by submitting an annual registration charges of Rs. 2247/- (Rupees Two Thousand two hundred Forty Seven Only) to M/s ITI Ltd. The registration obtained, as mentioned above shall be valid for one year from date of its issuance and shall subsequently be got renewed.

3. The online payment facility for the submission of registration charges and tender processing fee payable to e-tender service provider, M/s ITI Ltd. (detailed address given below) has been enabled on e-tender portal <http://www.tenderwizard.com/PB>. The Bidders are required to pay registration charges and tender processing fee through e-payment gateway of Punjab National Bank using Credit Card/Debit Card/Master Card/Visa Card only. Demand Draft will not be accepted for payment of annual registration charges and tender processing fee to M/s ITI Ltd. (The e-tender service provider).

4. The Bidders, who have already obtained such valid user ID and Password for any other project and validity of registration is not expired, need not obtain fresh user ID and Password for the purpose of participation in the bidding under this BID.

5. **Address & contact details of E-tender Service Provider is given below:**

M/s ITI Ltd, Tender Wizard Helpdesk

B-1/5A, 2<sup>nd</sup> Floor, Main Nazafgarh Road

Near Janakpuri Metro Station (East)

Janakpuri New Delhi- 110058

(E-Mail: [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com),  
[twhelpdesk605@gmail.com](mailto:twhelpdesk605@gmail.com),[twhelpdesk381@gmail.com](mailto:twhelpdesk381@gmail.com)), (Ph No: 011-49424365.)

6. Bids can be submitted only during the validity of their registration.
  7. The amendments/clarifications to the bid document, if any, will be hosted on the e-tendering website/e-portal viz. <http://www.tenderwizard.com/PB>
  8. If the firm/Consortium is already registered with e-tendering portal viz. <http://www.tenderwizard.com/PB> and validity of registration is not expired, the firm consortium is not required to obtain fresh registration.
  9. Bidders are advised to upload their Bids well in time, to avoid last minutes rush on the server or complications in uploading. Department, in any case, will not be responsible for any type of problem in uploading the Bid.
  10. Bidders have to upload the scanned copy of below mentioned documents before the last date & time, on the e-tendering portal. The compliance of same is to be submitted in check-list table. However, certified copy of all the scanned and uploaded documents as specified have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.
    - Earnest Money Deposit (EMD) Demand Draft
    - The following undertaking regarding deposition of EMD shall also be uploaded by the intending bidders:-

“The Physical FDR/ EMD shall be deposited by me/us with the The DDO, DDNEWS, PBBCI, Doordarshan Bhawan, Copernicus Marg, New Delhi-110 001 calling the tender in case I/we become the lowest tenderer within a week of the opening of financial bid otherwise department may reject the tender and also take action to withdraw my/our enlistment.”
- PAN Card
  - TIN Card, and GST registration certificate
  - Eligibility Criteria - Documentary proof of having completed similar type of work/ supply. Such as copy of Enlistment Order and certificate of work experience

## BID EVALUATION CRITERIA

1.	SALIENT FEATURES	BIDDERS CONFIRMATION
1.1	Open Tender No.	DDN/5/(115)/Internet Connectivity/2018-19G(E)
1.2	Two Bid System/Single Bid System	Two Bid System
1.3	Tender Fee	Rs. 500/-
1.4	Earnest Money Deposit	Rs.62,500/-(Rs. Sixty two thousand five hundred Only)
1.6	Validity Period of Bid	120 days (One Hundred and Twenty days) from the date of opening i.e. up to and inclusive of date of opening of technical bid
1.7	Security Deposit	Would be required on placement of work order Security deposit will be 10% of the work order value and shall be valid for 60 days from the date of expiry.
1.8	Period of Professional LED Lights along with accessories and DMX controller	As specified in the "Invitation Bid"
1.9	Closing date of download of tender	<b>Upto 11/09/2018 17.58 hrs</b>
1.10	Time & Date of Submission of Tender	<b>Upto 11/09/2018 1800 hrs.</b>
1.11	Opening date of technical bid	12/09/2018 at 1100 hrs
1.12	Opening date of price bid	Date will be separately notified later

