

**TENDER DOCUMENT FOR
SUPPLY, INSTALLATION, TESTING
AND COMMISSIONING OF PUBLIC
ADDRESSING AND VISUAL DISPLAY
SYSTEM FOR AUDITORIUM
AT NESAC, UMIAM**

OCTOBER 2016

**भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
उमियम/Umiam-793103, मेघालय/Meghalaya**

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Total No. of Pages : 24 (including cover page)

भारत सरकार/GOVERNMENT OF INDIA
अंतरिक्ष विभाग/DEPARTMENT OF SPACE
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE
उमियम/UMIAM-793103, मेघालय/MEGHALAYA

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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनई-सैक उमियम मेघालय, प्रतिष्ठित सेवा प्रदाताओं, फर्मों, ठेकेदारों आदि को निम्नलिखित के लिए मोहरबंद प्रस्तावों को दो बोली में आमंत्रित करते हैं/ Director, NESAC, Umiam, Meghalaya invites sealed offers in two bids from reputed Supplier, Firms, Contractors etc for the following

एनआईटी सं. / NIT No.	कार्य का नाम / NAME OF THE WORK	इएमडी(₹) डीडी के रूप में / EMD (₹) IN THE FORM OF DD	निविदा शुल्क / TENDER FEE (₹)
NESAC/754/2016	Supply, installation, testing and commissioning of Public Addressing and Visual Display System for Auditorium at NESAC, Umiam	₹ 58,000/-	₹ 250/-

दस्तावेजों के विक्रय का दिनांक / Dates for selling of tender documents: 01.11.2016 to 30.11.2016 upto 1300 Hrs

निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय / Last date & Time for submission of tender documents: 30.11.2016 upto 1400 Hrs

निविदा खोलने की तिथि, समय व स्थान / Date, Time & Venue of Bid Opening: 30.11.2016 at 1500 Hrs at एनई-सैक, उमियम / NESAC, UMIAM

OFFERS ARE TO BE SUBMITTED IN TWO PARTS ONLY

PART-I : TECHNICAL & COMMERCIAL

PART-II : PRICE BID

INSTRUCTIONS ARE AS PER TENDER DOCUMENTS

NOTE:

Tender documents can be downloaded from the NESAC Website: www.nesac.gov.in

Dated: 28.10.2016

Sd/-
निदेशक, एनईसैक / Director NESAC

Technical Specification and scope of work of the public addressing and Visual display System for Auditorium at NESAC:

Audio system

- 2.1 Column Speaker - 4 Nos., Model: CBT 100 LA, Make: JBL
- 2.2 Column Speaker - 4 Nos., Model: CBT 50 LA, Make: JBL
- 2.3 Subwoofer - 2 Nos., Model: MRX 518, Make: JBL
- 2.4 Goose Neck Wireless Microphone System - 10 Nos., Model: MX890, Make: Shure for Wireless Desktop Base and Model: MX415, Make Shure for Microphone OR Any reputed Equivalent Brand & Model
- 2.5 Handheld Wireless Microphone System- 4 No, Model: ULXS 24/58, Make: Shure OR Any reputed Equivalent Brand & Model
- 2.6 Lavalier (Lapel) Wireless Microphone System - 2 No, Model: ULXS 14/85, Make: Shure OR Any reputed Equivalent Brand & Model
- 2.7 Height and Angle Adjustable heavy duty microphone stand – 4 no. Make & Model: Any reputed Brand
- 2.8 Audio Mixer - 1 no.
- 2.9 Power Amplifier - 2 no. (one redundant)
- 2.10 Sound Processor - 1 no.

Make/Model for SI No. 8 to 10: Any reputed Multinational brand & model with good reputation in India which is compatible to all the system from SI. No. 1 to 6 and can handle/operate them satisfactorily. Documentary evidence on compatibility may be submitted.

Video System

- 2.11 LED display (HD) of size 55 inch without speaker and with standard accessories including remote controller - 2 No.
Make: Sony/Samsung/LG/Panasonic/Philips OR Any reputed Equivalent Brand
- 2.12 Video Distribution Amplifier – 1 No, Model: P/2 DA6 xi, Make: Extron OR Any reputed Equivalent Brand & Model

Installation of the Systems

1. All the Column Speaker is to be mounted on the wall/column of the Auditorium.
2. The sub woofers are to be mounted/place in a suitable location in Auditorium.
3. All the microphone & stand will be in mobile conditions.
4. The equipments from sl. No. 8, 9, 10 & 12 is to be installed in a suitable rack in the control room of the auditorium. The base station for handheld and lavalier microphone system will be placed in the rack. The input cable to speaker will run from this rack.
5. All the cables (including power cables)/connectors/brackets/accessories etc. required for installation and commissioning of all systems is to be supplied by the vendor along with the required capping-capping/surface conduit as per site requirement. The job is to be done considering aesthetic beauty of the auditorium. The cable/connectors may be from following brands: Belden, AMP, Extron, Neutrik, Legrand, Lapp cables, Finolex (Power/Speaker cable only). The rack shall be from following brands: Rittal/ President/Valrack OR its equivalent
6. The LED display (HD) of size 55 inch is to be hanged from ceiling. The metallic stand/structure required for hanging is to be provided by the vendors. The power cables and suitable signal/data cable & connectors to the display are to be provided by vendor with required length as per site along with its installation & commissioning with the Video Distribution Amplifier.
7. One centralized power supply board along with required MCBs to cater the power needs of all the system is to be supplied by the vendors. NESAC will arrange the main power supply to that board.
8. The installations equipment may be branded or customized one as per the site requirement. The vendors should prepare the required lay-out/design for cabling, conduiting and installations of various equipments and accessories. The interested suppliers may inspect the site before tendering subjected to the prior permission of NESAC.

Scope of work:

The vendor should supply, install, test and commission the Public Addressing and Visual Display system at Auditorium of NESAC, Umiam-793103, Meghalaya along with the training for the operation of all the system to the operator employed by NESAC for its operation.

I. The Functional Requirements to be met are as follows:

- The equipments given above are essential indicative items. Any other systems required for the completion of the project must be quoted, clearly stating its usage and requirement for the successful execution of the project. Any item which can improve the performance of the Auditorium also may be quoted, indicating its functionality and usage.
- All the equipments should be housed in a suitable Rack (preferably 19") which is lockable.
- The Rack should be suitably ventilated.
- The Rack containing the equipment should also contain a power distribution system with suitable rated cabling, plugs and a socket with earth and the power for the entire installation is to be drawn from one point. Protection for short circuit in the form of MCBs will be made available.
- All the earth points are to be connected centrally to prevent ground loops.
- All plugs and sockets are to be of quality construction and ISI approved and should have been manufactured by an ISO certified company.
- All cables and connectors are to be of quality construction and are to be of the following brands or equipment:
 - Belden
 - Canare
 - AMP
 - Extron
 - Neutrik
 - Legrand
 - Lapp Cables
 - Finolex (Power/Speaker Cable Only)
- Proper zoning of speakers is required with mix-minus implementation.
- Zoning of speakers should be done by taking all the layouts into consideration.
- Speaker cabling is to be multi-strand and of a min of 4 mm² cross section.
- All cables and connections shall be suitably labeled and clearly identified in the installation wiring diagrams
- Block/wiring diagrams and as built drawings shall be provided on completion of the installation.
- Software and DSP settings shall be provided for all the equipments. The same shall be supplied in digital form on a CD.
- Twisted pair transport system shall be used in any situation where the RGB signal path length exceeds 5 mtr.
- The PA system should provide coverage of min of 95% of carpet area.
- The PA system should have a flat frequency response from 200 Hz to 8 KHz – 2 db in 95% of Carpet area.

- The Min SPL attainable in 95% of Carpet area should be 95dBC weighted with less than 1% distortion being generated in any of the electronics/electrical stages of the equipment. The above measurement will be carried out at a height of 1.2 Mtr from the ground with Pink Noises as the source. For this measurement the equalization and all other settings (Limiter. Etc) of the system shall be set in the position at which it is intended to be at for normal operation.
- The Min SPL of 95 dBC (pink noise) should be generated with adequate reserve of amplification and should be sustainable for a period of minimum 60 minutes without any amplifier or supporting equipment overheating or generating a fault.
- The PA system shall be free from any ground loops, hums and buzzes when operational.
- The system shall be adequately cooled/ventilate so as to be able to sustain a duty cycle of 100%.
- The system shall be equalized to provide clear speech and no feedback with the specified microphone in use.
- The above parameters shall be tested using a calibrated RTA.
- The MLIS system shall be free from lighting and other mains borne noise.
- The Video system shall be free of all ground loops.
- The Video system shall be flicker free with no visible distortion.
- In the case of twisted pair transports they shall be skew free and skew equalization shall be done if required.
- Switching shall be seamless and glitch free.

II. Operational requirements:

- All the equipments should operate from the power Supply of 230V AC \pm 10%, 50Hz, RH-95%, Single phase
- All the cabling must have the proper conduiting.
- Sufficient redundancy must be incorporated for the cabling in order to take care of failures.
- Redundancy for Audio System must be built into the design
- Provision for adding Tele-conferencing facility
- Vendors to supply one hard copy of operating/technical manual for all the equipments quoted along with the offer.
- Software upgrades if any, subsequent to the supply of system, during warranty shall be supplied to NESAC free of cost.
- All/any software developed for this installation will be a property of NESAC. All these software should be provided to NESAC in an installable CD Media, so that system shall be put back to operation within the shortest possible time, in case of a software crash. An image hard disk containing all the installed software and configurations also must be provided to enable quick servicing of the system.
- All network configuration details to be provided including IP addresses and MAC ids if any.
- Training on configuration and operations shall be provided to the personnel identified by NESAC. The cost of training is included with the systems cost. Training materials must be provided to the participants.

- Any fault/repairs during warranty should be attended to within 24 hours of reporting it. – Warranty for 1 years & AMC for 4 years after warranty.
- The suppliers shall supply documents for test and Evaluation and System Acceptance. The acceptance documents for this purpose will be submitted by the suppliers for approval of NESAC.
- **The complete back-panel wiring schematic of the systems offered showing complete connectivity of all systems shall be submitted along with Technical bid.**

Compliance Sheet Format

Sl. No.	Item Description	Compliance (Yes/No)	Quoted Make/Model	Remarks
1.	Column Speaker, Model: CBT 100LA, Make: JBL			
2.	Column Speaker, Model: CBT 50LA, Make: JBL			
3.	Subwoofer Model: MRX 518, Make: JBL			
4.	Goose Neck Wireless Microphone System Model: MX890, Make: Shure for Wireless Desktop Base and Model: MX415, Make Shure for Microphone <u>OR</u> Any reputed Equivalent Brand & Model			
5.	Handheld Wireless Microphone System Model: ULXS 24/58, Make: Shure <u>OR</u> Any reputed Equivalent Brand & Model			
6.	Lavalier (Lapel) Wireless Microphone System , Model: ULXS 14/85, Make: Shure <u>OR</u> Any reputed Equivalent Brand & Model			
7.	Height and Angle Adjustable heavy duty microphone stand Make & Model: Any reputed Brand			
8.	Audio Mixer			
9.	Power Amplifier			
10.	Sound Processor			
Make/Model for SI No. 8 to 10: Any reputed Multinational brand & model with good reputation in India which is compatible to all the system from SI. No. 1 to 6 and can handle/operate them satisfactorily.				
11.	LED display (HD) of size 55 inch without speaker and with standard accessories including remote controller Make: Sony/Samsung/LG/Panasonic/Philips <u>OR</u> Any reputed Equivalent Brand			
12.	Video Distribution Amplifier Model: P/2 DA6 xi, Make: Extron <u>OR</u> Any reputed Equivalent Brand & Model			
13.	Installation Equipments: The cable/connectors may be from following brands: Belden, AMP, Extron, Neutrik, Legrand, Lapp cables, Finolex (Power/Speaker cable only). The rack shall be from following brands: Rittal/ President/Valrack <u>OR</u> its equivalent			

TENDER DETAILS**Terms & Conditions of the tender are as follows:**

1. The tenderer should have minimum five year experience in audio-visual system integration. Documentary evidence should be provided.
2. The tenderer must be well-authorized by the company(s) for supplying their products. They have to produce the authorization letter from the company for the quoted items.
3. The tenderer should sent technical data sheet (issued from OEM) of each quoted item along with the quotation.
4. Quotations should include the balance sheet for last three years, IT statements and details of work successfully completed or in hand during the last 4-5 years of similar nature.
5. Director, NESAC, Umiam reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.
6. Director, NESAC, Umiam reserves the right to cancel the tendering/purchase process without assigning any reasons thereof.
7. The validity of the quotation shall be of minimum 6 months from the date of submission.
8. Each page of the tender is required to be signed with initial and stamp by the person or persons submitting the tender in token of his/their having acquired himself/themselves with the conditions of tender as lay down. Any tender with any of the documents missing or not so signed will be considered invalid and rejected.
9. All alternations made while filling the tender must be attested by initials of the tenderer, Overwriting of figure is not permitted; failing to comply with either of these conditions will render the tender void. No change in the rate or conditions after the opening of the tender will be entertained.
10. The tenderer should submit a Earnest Money Deposit (EMD) of 58,000.00 (Rs. Fifty Eight Thousand only) along with the technical bid in the following manner.
 - a. Crossed demand draft drawn on any Nationalized Bank in favour of Director, NESAC, payable at Umiam (Barapani) or Shillong.

- b. EMD submitted in any form other than as specified above shall not be accepted and shall lead to rejection of the offer.

EMD shall be forfeited in the following events:

- a. If the offer is withdrawn during the period of validity of the offer or any agreed extension.
 - b. If the offer is modified/alterd in a manner not accepted to NESAC.
 - c. If the tenderer backs-out
 - d. If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.
11. **The Tender which is not accompanied by the earnest money will not be considered.** No interest shall be paid by NESAC on EMD. The EMD of unsuccessful bidders shall be returned within a reasonable time after the selection of successful bidders. The EMD of the successful bidder shall be returned on completion of the total work.
 12. NESAC will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and as per the requirement of NESAC.
 13. NESAC reserves the right to award the order to technically qualified party only based on evaluation.
 14. This work is on turnkey basis. NESAC reserves the right to award the order to a single party only based on technical and price bid evaluation.
 15. NESAC reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.
 16. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, insurance, etc., incurred until delivery of the contracted Goods to NESAC, Umiam. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
 17. All the items supplied should be free from any manufacturing defect. Items with defect will not be accepted.
 18. The item should be dispatched to NESAC in good condition by the tenderer. NESAC will not be responsible for any damage during transportation. Damaged material will not be accepted at any condition and will have to be taken back by the tenderer at its own cost.
 19. All the system/sub-system/equipments/accessories supplied against this order shall be warranted for a period of 12 (Twelve) months on-site from the date of acceptance after installation and commissioning. During the period of warranty, if found that the system/equipment is not conforming to the description, quality, workmanship, etc the vendors shall replace/repair the same at their cost. Any

fault/repairs during warranty should be attended to within 24 hours of reporting it. Software upgrades released during warranty period shall be supplied free of cost.

20. After completion of One year warranty, all the system will be put under Comprehensive AMC (on-site) for initially 04 years (02nd, 03rd, 04th & 05th). The tenderer shall quote rate per year for CAMC for these 04 years separately. During the period of CAMC, if the system/any equipment/any part of the system is not found working, the vendors shall replace/repair the same at their cost including transportation of the materials and person involved. Software upgrades released during CAMC period shall be supplied free of cost. Payment for the charges of CAMC will be paid on quarterly (three month) basis. One mandatory visit by competent engineer is required to check the system in one quarter. Any fault during CAMC should be attended to within 24 hours of reporting it. The down time of the system is maximum 15 (Fifteen) working days. The faults reported/lodged from the user must be resolved within Fifteen (15) working days from the date of lodging of complaint otherwise penalty will be applied. For each subsequent day of delay after 15 (Fifteen) working days from the date of lodging the complaint, 0.2 % of quarterly CAMC value per day will be recovered from the bill with ceiling of 10 % of quarterly CAMC value as penalty. Log book will be maintained for CAMC services.
21. During price bid evaluation, CAMC charges for 02nd, 03rd, 04th & 05th will also be considered along with material and installation cost.
22. The tenderer shall furnish Bank Guarantee for satisfactory performance of the system during the warranty period, for 10% of the total order value. The Performance Bank Guarantee shall be issued by a nationalized /Schedule Bank on Rs.100/- non-judicial stamp paper. The Performance Bank Guarantee shall be valid till the completion of the warranty period.
23. The tenderer shall arrange insurance from warehouse to warehouse (i.e up to NESAC) at their cost.
24. Time shall be considered as of the essence of the work. The entire job must be completed in 60(Sixty) days from the date of purchase order. If the work is delayed due to the fault of tenderer, a fine will be imposed considering the length of delay to the extent of 10% of the tendered value at the discretion of the NESAC.
25. Full payment will made to the tenderer after supply, installation, testing & commissioning of the all the system supplied by them. The bill should be addressed to The Administrative Officer, NESAC, Umiam in triplicate.
26. The tenderer shall indemnify NESAC against any action, claim or proceedings relating to infringement of all or any of the prevailing laws like Workman's

compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1938, Industrial Dispute Act 1947, and Employees' State Insurance Act 1952 during the currency at the order or any other Act specifically not mentioned.

27. The tenderer shall also indemnify NESAC from claim for any injury/damage/death to any of their persons or third party during transportation, installation, testing etc. against the order.
28. Should a part or whole of systems covered by this order be delayed in delivery due to reasons of Force Majeure which shall include lock-outs, strikes, riots, civil commotions, fire accidents, acts of God and war stoppage of deliveries by Government; refusal of non-receipt of import license for import items, the delivery period referred in their order shall be extended by a period(s) not in excess of duration of such force majeure. Each party undertakes to advise the other as soon as it becomes aware of the circumstances of such force majeure, so that actions under the provisions of this order can be mutually reviewed and agreed upon between the tenderer and NESAC. If the force majeure condition extends over a period of two months both the parties of the order shall mutually discuss and arrive at an agreement for continuation or termination of the contract.
29. The order shall be govern by and interpreted and construed in accordance with laws of India. The department shall not be responsible if the supplier infringes the laws or statutes in force during currency of this order.
30. Under normal circumstances, short-closing/termination of the Order is not foreseen. However, in case of continued non-performance of the Order resulting in inordinate delays in the delivery dates in spite of repeated written requests for meeting the delivery schedule, NESAC reserves the right to terminate wholly or partly the Order by giving a notice of not less than one month.
31. In case of major changes in the policies of the Government of India as a result of which NESAC is compelled to curtail its requirements wholly or partly, NESAC and the tenderer shall enter into negotiations to mutually agree to terminate this Order wholly or partly.

Instruction For Submission of the Tender

The bid is required to be submitted in **two parts**. One part is the **Techno-Commercial Un-priced Bid** and the other part is the **Price Bid**.

The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Techno Commercial Un-priced bid and the other shall contain the Priced bid. The bidder shall seal the Techno Commercial Un-priced Bid and the Price Bid in two separate envelopes duly marked as “**Techno-Commercial Un-priced Bid**” and “**Price Bid**” respectively. Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to **Administrative Officer, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Umiam -793103, Meghalaya.**

The documents to be submitted with ‘**Techno-Commercial Un-priced Bid**’ and ‘**Price Bid**’ are as follows:

.

PART-I: ‘Techno-Commercial Un-priced Bid’

- a) Proof of experience in audio-visual system integration work in terms of number of work successfully completed or in hand during last five years. Copy of purchase order/completion certification may be submitted as proof. Minimum one purchase order/ completion certification (of date prior to this NIT date) of the order value of 15 lakhs or more on Audio-visual system installation should be submitted along with the tender.
- b) The Tenderer has to provide ink signed Tender Specific OEM Authorization certificate for each quoted items (excluding cable & connectors, fitting accessories) related to the system.
- c) The Tenderer has to provide ink signed letter from OEM confirming that the products quoted are not obsolete and each quoted product will be supported by OEM for at least 5 years from the date of installation (excluding cable & connectors, fitting accessories).
- d) OEM technical data sheet of each quoted item is to be provided.
- e) Balance sheet & IT statements for last 03 years.
- f) Up to date tax Clearance certificate as applicable

- g) Earnest Money Deposit (EMD) of 58,000.00 (Rs. Fifty Eight Thousand only) in Crossed demand draft drawn on any Nationalized Bank in favour of Director, NESAC, payable at Umiam (Barapani) or Shillong
- h) Declaration of the validity of the quotation
- i) Declaration of Warranty of the item quoted
- j) Sealed & Signed Copy of Annexure I & IA of along with Documentary evidence as per bold & underlined paragraph/line of Annexure I
- k) Sealed and signed copy of Annexure-II (Terms & Conditions of the tender) as proof of the compliance of our terms and condition
- l) Any others related documents by the tenderer

All the above documents (from a to l) must be submitted as a part of Techno commercial bid. If these documents are not submitted or submitted partially, the bid will be summarily rejected.

(All the above documents should be enclosed in one envelop which is to be sealed properly and marked as “**Techno-Commercial Un-priced Bid**” as stated earlier.)

PART-II: ‘PRICE BID’

The tenderer must mention the price as per Annexure IIA.

The price bid should be sealed and signed mentioning the price in Indian Rupees both in number and words)

(This documents should be enclosed in one envelop which is to be sealed properly and marked as “**PRICE BID**” as stated earlier.)

(Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to **Administrative Officer, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Umiam -793103, Meghalaya** as stated earlier)

Price Bid Format

Sl. No.	Item Description with indented model/specification	Quoted Make/Model by tenderer	Qty	Unit	Rate	Tax/Service charge etc	Total Price
1.	Column Speaker, Model: CBT 100LA, Make: JBL		04	No			
2.	Column Speaker, Model: CBT 50LA, Make: JBL		04	No.			
3.	Subwoofer Model: MRX 518, Make: JBL		02	No.			
4.	Goose Neck Wireless Microphone System Model: MX890, Make: Shure for Wireless Desktop Base and Model: MX415, Make Shure for Microphone <u>OR</u> Any reputed Equivalent Brand & Model		10	Set			
5.	Handheld Wireless Microphone System Model: ULXS 24/58, Make: Shure <u>OR</u> Any reputed Equivalent Brand & Model		04	Set			
6.	Lavalier (Lapel) Wireless Microphone System , Model: ULXS 14/85, Make: Shure <u>OR</u> Any reputed Equivalent Brand & Model		02	Set			
7.	Height and Angle Adjustable heavy duty microphone stand Make & Model: Any reputed Brand		04	Nos.			

SI. No.	Item Description with indented model/specification	Quoted Make/Model by tenderer	Qty	Unit	Rate	Tax/Service charge etc	Total Price	
8.	Audio Mixer		01	No.				
9.	Power Amplifier		02	Nos.				
10.	Sound Processor		01	No.				
Make/Model for SI No. 8 to 10: Any reputed Multinational brand & model with good reputation in India which is compatible to all the system from SI. No. 1 to 6 and can handle/operate them satisfactorily.								
11.	LED display (HD) of size 55 inch without speaker and with standard accessories including remote controller Make: Sony/Samsung/LG/Panasonic/Philips <u>OR</u> Any reputed Equivalent Brand		02	Nos				
13.	Video Distribution Amplifier Model: P/2 DA6 xi, Make: Extron <u>OR</u> Any reputed Equivalent Brand & Model		01	No.				
14.	Installation and Commissioning of all system (including all accessories/connector /fitting brackets/stands/cables/ suitable rack/power supply board/manpower cost etc.) as per Annexure I		01	Job				
15.	CAMC Charges for 02 nd Year		01	Job				
16.	CAMC Charges for 03 rd Year		01	Job				
17.	CAMC Charges for 04 th Year		01	Job				
18.	CAMC Charges for 05 th Year		01	Job				
19.	Grand Total Price (Rs.)							

In words:.....

.....

निविदाकार के मुहर व हस्ताक्षर
Seal and Signature of the Tenderer
दिनांक/Date:

GENERAL INSTRUCTIONS TO TENDERERS

1. Tenders should be sent in sealed envelopes superscribing the relevant Tender No, and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders and delayed tenders will not be considered.
3. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.
5. a) Your quotation should be valid for 6 months from the date of opening of the tender.
b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
6. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
 - a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
 - b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non- acceptance of tender, the tenderer will have to remove the samples at his own expense.
 - c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
 - d) **Specifications:** Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
7. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
8. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
9. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
10. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
11. The authority of the person signing the tender, if called for, should be produced.

GENERAL TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- a) The term 'Purchaser' shall mean the resident of India or his successors or assigns.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE/WARRANTY & REPLACEMENT:

- (a) The Contractor shall guarantee/warranty that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months (on-site) after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfill guarantee/warranty conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed/warranted for a period of 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 months guarantee/warranty applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee/warranty period plus two months.

5. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the despatch documents.

8. ACCEPTANCE OF STORES:

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. DELIVERY:

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
 - (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or
 - (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
 - (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

15. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

16. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

17. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit –

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

19. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.
