



**F.NO.CEC/HW/  
Procurement of Optical  
Disc-50GB/2021  
Consortium for Educational Communication  
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**OPEN TENDER:**

**Procurement of Optical Disc-50 GB**

<b>Bid Start Date</b>	<b>18/08/2023</b>
<b>Bid End Date</b>	<b>08/09/2023 upto 02.30PM</b>
<b>Bid Opening Date ( Technical)</b>	<b>08/09/2023 upto 03.00PM</b>
<b>Bid ValidityPeriod</b>	<b>90 Days</b>
<b>Bid Declaration Period</b>	<b>90 Days</b>



**F.NO.CEC/HW/  
Procurement of Optical  
Disc-50GB/2021**

**Consortium for Educational Communication**



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**Dated:10/08/2023**

**Notice Inviting Tender**

**Subject: Invitation of bids for Procurement & Supply of 50 GB Rewritable Optical Disc / Professional Disc Media required for XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player, Quantity – 500 nos.**

Two bids System cover (Technical and Financial) are invited from Original Equipment Manufacturer (OEMs) or Distributors/Dealer/System Integrators having Tender Specific Authorization from the OEMs of the proposed products to participate in tender Notification No.F.No.CEC/HW/Procurement of Optical Disc-50GB/2021 dated 10/08/2023.

2.Sealed tender should be addressed to the “Chief Administrative Officer”, Consortium for Educational Communications, IUAC Campus, Aruna Asaf Ali Marg, New Delhi – 110067, may be sent by Hand / Speed Post/ Registered Post, or may be dropped in tender box placed at Reception CEC, New Delhi at the above mentioned address before the stipulated date and time.

3.Complete tender document may be downloaded from the Official Website of CEC (<https://cec.nic.in/cec/tender>) and CPP Portal with effect from the 18/08/2023 at 09:00 AM. Any further information or corrigendum in relation to this tender will be made available through the Official Website of CEC. The last date of submission of bids through by hand / Speed Post/ Registered Post upto 08/09/2023 upto 2:30 PM and the bid (Technical bid) will be opened on the same day 08/09/2023 at 3:00 PM

**Sd/-  
(Navin Soi)  
Chief Administrative Officer  
Tel.No.011-24126418/19**

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**TO BE FILLED-IN & SUBMITTED ALONG WITH THE TECHNICAL BID**

<b>Sl.No.</b>	<b>Document</b>	<b>At Annexure</b>	<b>Document Furnished (Yes/No)</b>	<b>At Page</b>
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**TECHNICAL QUALIFICATION CRITERIA FOR THE BIDDERS**

1. The Bidding Firm should be registered with the Income Tax Department and possess a valid PAN Card (**Annexure 5C**).
2. The Bidding Firm should be registered with the GST Department and possess a valid GST Registration Certificate (**Annexure 5D**).
3. The Bidding Firm should have an Operative Bank Account in its name in any of the Commercial Banks in India. Please attach a cancelled cheque. (**Annexure 5E**)
4. The Bidding Firm should have a Registered Office anywhere in India (**Annexure 5F**).
5. The Bidding Firm must have a functional Service Center in Delhi/NCR (**Annexure 5G**).
6. The Bidding Firm should not have been blacklisted by any Central Government Ministry/Department including CEC (**Annexure 5H**).
7. No criminal case should be registered/ pending against any of the Owners /Partners / Directors of the Bidding Firm any where in India (**Annexure 5I**).  
The bidders should be an Original Equipment Manufacturer (OEM) or Distributor/Dealer/System Integrator having authorization from the OEMs of all the products proposed in tender **Reference No. F.No.CEC/HW/Procurement of Optical Disc-50GB/2021 dated 10/08/2023 (Annexure 5J)**
8. The Technical Specifications of the required products are given in Annexure 6. The technical specifications of the products to be proposed by the bidders must be equivalent or superior to the technical specifications shown in **Annexure 6**.
9. The Technical Specifications of all the products proposed must be duly vetted by the respective OEM and the OEM vetted Technical Specifications on the letter head of the OEM must be attached at **Annexure 5K**.
10. The Bidder must have an average annual turnover of at least Rs.30 Lakh (Rupees thirty Lakh Only) in the last three financial years ending 31/03/2023. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The ITRs of the last three financial years must be attached at **Annexure 5L**.
11. The bidding firm must have executed at least 1 similar assignment of minimum value of Rs.5,00,000/- (Rupees Five Lakh Only) for any Central/State Government Organization/Ministry/Department/PSU in the last 3 years ending 01/06/2023. "Similar Work" implies Supply of Optical Disc-50 GB and other recording media. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The Work Order and Work Completion Certificate issued by the Government Ministry/Department concerned must be attached at **Annexure 5M**.
12. Failure to comply to any of the above parameters will result in technical rejection of the bid.

**INSTRUCTIONS TO THE BIDDERS**

1. CEC intends to procure the Optical Disc-50 GB-Dual Layer. This would imply that the products offered by the bidder could easily be fitted in the already existing Equipment like XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD DECK PDW-F1600 Recorder/ Player
2. The term “Bidder”, as used in the tender document, shall mean the one who has signed the Tender Application Form. The Bidder may either be the Original Equipment Manufacturer (OEM) or a distributor(s)/dealer(s) having the tender specific authorization.
3. Before submitting the technical proposals, interested bidders may visit the CEC for clarification, if any or inspection of the existing Equipment on any working day with prior appointment from the date of publishing this tender document till 25/08/2023 upto 03.00PM
4. The technical specifications of the required products have been indicated in Annexure-6.
5. Bidders are advised to study the tender document carefully & thoroughly and should furnish a Certificate that they have carefully & thoroughly read the terms and conditions of the Tender Document and would abide by them. Format of the Certificate is given in **Annexure 5A**. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
6. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the product. No requests for change of price or times schedule for delivery of the item(s)/equipments shall be entertained on account of any local condition or factor once the offer is accepted by the Bidder.
7. Conditional, Optional bids or NIL Bids will not to be entertained and will be summarily rejected.
8. The bids will be accepted through by Hand / Speed Post / Registered Post or may be dropped in the tender box placed at Reception CEC. Bids received through any other means will be considered non-responsive.

9. A) Bid Security Declaration: Each bidding firm will have to submit a Bid Security Declaration that it will not withdraw or modify its bid during the bid security period. If a bidding firm withdraws or modifies its bid during the bid security period or if it fails to sign the contract or submit the Contract Performance Security Deposit after award of contract, the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by CEC for a period of Three(03) years from the date of such orders from CEC. The Bid Security Declarations shall be valid for One Hundred and Twenty (120) days.

9.B) An Earnest Money Deposit (EMD) of Rs. Rs.30,000/- (Rupees Thirty Thousand Only) in the form of Demand Draft / FDR in favour of Director, CEC payable at New Delhi should be enclosed with the Technical bid. The EMD will be refunded to the unsuccessful bidder only after finalization of the tender. No interest is payable on the EMD.

In case the successful tenderer declines the offer of contract, for whatsoever reason(s), their EMD will be forfeited.

10. Period of Validity of Bids: Bids shall remain valid for Ninty (**90**) days from the last date of submission of bids. A bid valid for a shorter period may be rejected by CEC as non-responsive.

11. The Bid Security Declaration shall be valid for One Hundred and Twenty (**120**) days.

12. The competent authority reserves the right to terminate/recall the tender at any stage due to administrative reasons.

13. Foreign Firm(s) can participate in the tender only through their authorized National Distributor(s) / Dealer(s) appointed in India. In case bidder is an Indian Agent of foreign firm/principal, the bidder shall have to submit the Authorization Letter from the OEM authorizing the agent to participate in the tender under reference (F.No.CEC/HW/Procurement of Optical Disc-50GB/2021 dated 10/08/2023) along with terms and conditions, if any. In case an authorized dealer(s) / distributor(s) of an Indian OEM participates in the tendering process, an authorization letter from the OEM, authorizing the dealer(s) / distributor(s) to participate in the tender under reference (F.No.CEC/HW/Procurement of Optical Disc-50GB/2021 dated 10/08/2023), would be required. (Annexure 5J)

14. All the bidders will be required to submit the Tender Specific OEM Authorization Letter and OEM vetted Technical Specifications. Technical Specifications not vetted by the OEM of the offered products on its letter head will result in rejection of the technical bid. If a bidder proposes products of more than one (01) OEM, then Authorization Letters from all OEMs and vetted Technical Specifications from the OEMs of the respective components will be required to be submitted. Authorization Letter from or Vetting of the technical specifications by the authorized distributors/dealers will not be considered in this regard (Annexure 5K). The brochures of the technical specifications of all the products must also be attached at Annexure 7B.

15. The Bidder must have an average annual turnover of at least 30 Lakh (Thirty Lakh) in the last three financial years ending 31/03/2023. The ITRs of the last three financial years & CA Certificate of Average Annual Turnover of the last three financial years must be attached at **Annexure 5L**. Start-Ups / MSME / NSIC firms are exempted under this category subject to submission of relevant Start-Up / MSME / NSIC Certificate.

16. The bidding firm must have executed at least 1 similar assignment of minimum value of Rs.5,00,000/- (Rupees Five Lakh Only) for any Central /State Government Organization/ Ministry/ Department / PSU in the last 4 years ending 31/06/2023. Work Order and Work Completion Certificate issued by the Government Ministry / Department concerned in this regard must be attached at **Annexure 5M**. Start-Ups /MSME /NSIC firms are exempted under this category subject to submission of relevant Start-Up / MSME / NSIC Certificate.
17. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
18. The tender document can be downloaded from the website of CEC <https://cec.nic.in/cec/tender> Bid submission will start on 18/08/2023 at 09.00AM and will end on 08/09/2023 at 2:30PM.
19. As per instructions of the Government, the tender document has been uploaded on the CPP Portal.
20. The bid ( Technical bid) will be opened by the Tender Opening Committee at 3:00 PM on 08/09/2023 in Board Room, CEC, New Delhi-110067 in the presence of the bidders or their authorized representatives who may like to be present. The representative(s) of the firms participating in the tender opening process must carry an authority letter from their respective firms.
21. Supply of Optical Disc-50 GB Media shall be completed by the Supplier in accordance with the terms specified by CEC within Thirty (30) days from the date of Award of the Contract.
22. The price for the proposed items has to be quoted at Annexure 8. The prices should be inclusive of all material cost, labour, service charges, freight, insurance, Govt. duties, taxes and levies up to CEC. No additional payment shall be made in this regard.
23. CEC reserves the rights to accept any bid, annul the bidding process and reject all the bids at any time, without assigning any reason, prior to placement of supply order/signing of contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action of CEC.
24. Registration with G.S.T. Department: The bidders should be registered with the G.S.T. Department and they shall furnish scanned copies of the same with their Technical Bid. **(Annexure 5D)**



25. Bid Requirements: The Bidder must quote for the proposed product item- as listed under the heading "Financial Bid Format" in Annexure-8. Optional rates shall not be considered and the bid shall be rejected. The bid shall contain no interlineations, errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder. The price should be quoted strictly in line with the Financial Bid Format leaving no field blank whatsoever to avoid any ambiguity. After opening of Financial Bid, no clarifications whatsoever shall be entertained by CEC.
26. Performance Security Deposit: The successful bidder, irrespective of its registration status, shall be required to submit Contract Performance Security Deposit in the form of a Demand Draft, Bank Guarantee, Fixed Deposit Receipt, Insurance Security Bonds equal to 05% (Five Per Cent) of the total Contract Value, at the time of award of Contract as per the prescribed proforma (**Annexure 10**). The Contract Performance Security furnished in the form of a Bank Guarantee should be in favour of Director, CEC & payable at New Delhi-110067, or the Fixed Deposit Receipt should be hypothecated to the Director, CEC, & payable at New Delhi-110067, from any of the commercial banks. The validity of the Contract Performance Security shall be Fourteen months from the date of issue by the bank (One Years Warranty + 60 Days). The Contract Performance Security Deposit will only be released after 14 months (One Years + 60 Days).
27. All the bidders participating in the Tender must attach a scanned copy of the undertaking to the effect that the firm neither blacklisted by any Government department including CEC (**Annexure 5H**) nor any Criminal Case is registered against the bidding firm or its owner or partners or directors anywhere in India (**Annexure 5I**). Any firm blacklisted by any Government Department including CEC shall not be considered. Similarly, if a Criminal Case is registered against the bidding firm or its owner or partners or directors anywhere in India, the same shall be a disqualification from participation in the tender under reference No F.No.CEC/HW/Procurement of Optical Disc-50GB/2021 dated 10/08/2023
28. The Evaluation Committee in its sole discretion reserves the right to seek clarifications from any or all bidders at any stage before award of the contract.
29. Unless specified, the date of publishing of the tender on CPP Portal will be considered as the reference date for calculation of various factors.
30. All the required documents in support of the eligibility and qualification conditions are to be positively uploaded along with the tender document. The bidders are advised, in their own interest, to submit the desired papers/documents with their bids as per the requirements indicated in this tender document, failing which their bids may be declared as non-responsive, without any further reference to them.

**TERMS & CONDITIONS OF THE CONTRACT**

1. Award of Contract: Prior to the expiry of the period of bid validity, CEC will notify the finally selected Bidder and place the supply order within 10 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.

After the placement of the supply order, the finally selected Bidder shall sign the contract with CEC in the format given in Annexure 9. The finally selected bidder shall bring along with him, the power of attorney, the Contract Performance Security Deposit and Company Seal etc. for signing the contract.

In the event of delay in acceptance of the product, the supplier shall, at the request of CEC, extend the validity of the Contract Performance Security Deposit so as to cover the Guarantee / Warranty period (1 Years Warranty+ 60 Days).

The bidder shall provide onsite OEM Comprehensive Guarantee/Warranty for the Supplied product on the letter head of the OEM. In case of faulty disc during Guarantee/Warranty period shall be replaced free of cost. The Guarantee/Warranty Certificate from the OEMs on their letter heads must be provided along with the technical bid. Failure in submission of the OEM Guarantee/Warranty Support shall result in rejection of the bid.

2. SCOPE OF WORK: The Scope of Work shall include supply of all product including all necessary essential accessories, transportation, transit insurance, delivery at Purchaser's Delivery Site (CEC, New Delhi-110067), providing Guarantee/ Warranty services for the supplied product including all its accessories. The rates quoted in the Financial Bid Format should include all such costs. No extra payment on any account will be made by the CEC.

Warranty: The bidder shall provide onsite OEM Comprehensive/Warranty for the entire supplied product from all the OEMs of the proposed products including all its accessories for a period of One (01) Years from the date of final acceptance of the product by CEC, New Delhi. The

Bidder must provide the Warranty Certificate from the OEMs of all the products for a period of One(01) years.

3. Contract Performance Security Deposit: The successful bidder, irrespective of its registration status, shall be required to submit Contract Performance Security Deposit in the form of a Bank Guarantee equal to 05% of the total Contract Value, at the time of award of Contract as per the prescribed proforma (**Annexure 10**). The Contract Performance Security can also be furnished in the form of a Bank Guarantee in favour of Director, CEC & payable at New Delhi-110067, or Fixed Deposit Receipt to be hypothecated to the Pay & Director, CEC, New Delhi-110067, from any of the commercial banks. The validity of the Contract Performance Security shall be Fourteen months from the date of issue by the bank (OneYears Warranty + 60 Days).
4. Payment Schedule: The standard payment terms subject to recoveries under the Liquidated Damages, as explained in Para 12 below, if any, will be as follows: -  
The payment will be made after Final Acceptance of the products by CEC in writing and receipt of Supplier's bill complete in all respects, in Indian currency only.No claim for interest on delayed payment will be entertained.
5. No advance payments shall be made.
6. For the purpose of taking over the product supplied, an Acceptance Test shall be carried out at CEC.Only the product that meets the acceptance test shall be accepted by CEC.
7. The Supplier must have a maintenance base in Delhi/NCR in order to provide on site efficient and prompt maintenance services of supplied product. Certificate in this regard shall be attached by the Bidders along with their technical bid in Annexure 5G.

8. Delay in the Supplier's performance: Delivery of Optical Disc-50 GB Media and performance of Services including Warranty Services shall be made by the Supplier in accordance with the time schedule specified by CEC in Para-5 & Para-10 respectively. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with Para-12 below and thereafter, upon reaching the maximum deduction set out therein, to termination for default leading to forfeiture of Contract Performance Security.
9. Liquidated Damages: If the Supplier fails to deliver the product within the time period specified in the Contract, CEC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price/Contract Performance Security, as liquidated damages, a sum equivalent to 1% (one percent) of the total price of the delayed product for each & every week (part of a week being treated as a full week) of delay until actual delivery, up to a maximum deduction of 10% (Ten Percent) of the total price of undelivered product.
10. Force Majeure: Contractor/ Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor / Supplier and not involving the Contractor's fault or negligence. Such events may include wars or revolutions, fires, floods, epidemics, catastrophe, quarantine restrictions etc.
11. Waiver: Failure or delay on part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
12. Assignability: Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
13. Severability: If any portion of this Contract or any of the Contract Documents here to is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.

14. **Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Courts in Delhi shall have jurisdiction in this regard.
15. **Termination for Insolvency:**CEC may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue there after to CEC.
16. **Termination for Convenience:**CEC shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the CEC's convenience, the extent to which performance of work under the contract is terminated and the date from which such termination becomes effective.
17. **Resolution of Disputes:** In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent authority of CEC (Chief Administrative Officer) and Two (2) employees nominated by the Supplier, failing which, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.
18. **Taxes** will be paid at the rates applicable from time to time and on actual irrespective of the rates indicated in the Financial Bid Format.

**TENDER APPLICATION FORM**

1	Name of the Bidding Company/Firm/Agency (Bidder)	
2	Status of the firm (Whether Proprietary/Partnership/Company/System Integrator)	
3	Whether the bidder is OEM or Authorized Distributor or Authorized Dealer or System Integrator	
4	Name(s) of the Owner/Partner/Director(s)	
5	Full address of Registered Office of the Bidder	
6	Full address of the operative branch of the Bidder(in Delhi/NewDelhi/NCR)	
7	Full address of the Service Centre of the Bidder (in Delhi/NewDelhi/NCR)	
8	Name of Banker with complete address	
9	Telephone No.of the Banker	
10	PAN/TIN No.of the Bidding Firm	
11	GSTRegistration No.	

Signature of the applicant bidder  
along with Rubber Stamp

Dated:- / / 2023

\*No fields are to be left blank. Doing so may result in rejection of the tender application.

**Technical Proposal Submission Form**

To,

The Chief Administrative Officer  
Consortium for Educational Communication  
IUAC Campus, Auna Asaf Ali Marg,  
New Delhi-110067

Sub: Procurement & Supply of 50 GB Rewritable Optical Disc / Professional Disc Media required for XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player, Quantity – 500 nos.

Sir,

With reference to your Tender Id No. F.No.CEC/HW/Procurement of Optical Disc-50GB/2021 dated 10/08/2023 , I/ we, having examined all relevant documents and understood their contents, here by submit our Technical Proposal for selection as supplier for Procurement & Supply of 50 GB Rewritable Optical Disc / Professional Disc Media required for XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player, Quantity – 500 nos. The Proposal is unconditional and unqualified.

I am / We are submitting our Proposal as OEM /Distributor /Dealer / System Integrator.[Please tick appropriate choice]

I/ We understand that you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that CEC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of supplier for Optical Disc / Professional Disc Media required for XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player, Quantity – 500 nos. in CEC, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as supplier of Optical Disc / Professional Disc Media required for XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player, Quantity – 500 nos. in CEC.
3. I/ We shall make available to CEC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/ We acknowledge the right of CEC to reject our application without

assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any Central Government Ministry/ Department including CEC nor have had any assignment or contract terminated by any Central Government Ministry/ Department including CEC for breach on our part.
  
6. I/We declare that:
  - a) I/ We have examined and have no reservations to the tender document, including any Addendum issued by CEC;
  - b) I/ We do not have any conflict of interest in accordance with the terms of tender document;
  - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender issued by or any agreement entered into with CEC or any other Central Government Ministry/ Department; and
  - d) I/ We hereby certify that I/ we have taken steps to ensure that no person acting for me / us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  
7. I/ We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select supplier for Procurement & Supply of 50 GB Rewritable Optical Disc / Professional Disc Media required for XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player, Quantity – 500 nos. in CEC, without incurring any liability to the Applicants.
  
8. I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by me/us or by any of my/our affiliates. I/We further certify that neither I/we nor any of my/our consortium members have been barred by the Central Government, any State Government, a Statutory Body or any Public Sector Undertaking, as the case may be, from participating in any tender, and that any such bar, if any, does not subsist as on the date of this tender.
  
9. I/ We certify that in regard to matters other than security and integrity of the country, I/we or any of my/our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on my/our ability to undertake the assignment or which



relates to a graveoffence that outrages the moral sense of the community.

10. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our affiliates or against me/ my/ our CEO or any of my/our Directors/Partners / Managers.
11. I/ We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CEC in connection with the selection of supplier of Optical Disc-50 GB Media or in connection with these lection process itself in respect of the above mentioned Assignment.
12. I/ We agree and understand that the proposal is subject to the provisions of the tender document. In no case,shall/we have any claim or right of whatsoever nature if the work order is not awarded to me/us or my/our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover.ThisTechnical Proposal read with the Financial Proposal shall be binding on me/us.
14. I / We agree and undertake to abide by all the terms and conditions of the tender Document.

Yours

sincerely,Authorized

Signature:  
Name and Title of  
Signatory:(Seal of the  
Signatory)

Name of the

Firm:Address:Tele

phone/

Mobile:Email:

Place:

Date:

**UNDERTAKING**

**I/We certify that I/We have carefully read all the terms and conditions of the tender document and accepted all the provisions of the tender and would abide by them.**

**Signature of the applicant bidder  
along with Rubber Stamp**

**Dated:- / /2023**

**BID SECURITY DECLARATION**

I/We hereby declare that I/We shall not withdraw or modify my/our bid during the bid security period. If I/We withdraw or modify my/our bid during the bid security period or if/We fail to sign the contract or submit the Contract Performance Security Deposit after award of contract, I/We shall be liable to be blacklisted and debarred from participating in any bid/tender floated by CEC for a period of Three (03) years from the date of such orders by CEC.

**Signature of the applicant bidder**  
**along with Rubber Stamp**

**Dated:- / /2023**

Annexure-5C

**[Kindly Attach self-attested copy of the PAN Card here.]**

**Signature of the applicant bidder**  
**along with Rubber Stamp**

**Dated:- / /2023**

**[Kindly Attach self-attested copy of the GST Registration Certificate here.]**

**Signature of the applicant bidder  
along with Rubber Stamp**

**Dated:- / /2023**

**[Kindly Furnish scanned copy of the cancelled cheque.]**

**Signature of the applicant bidder**  
**along with Rubber Stamp**

**Dated:- / /2023**

**[Kindly Furnish Details of Registered Office.]**

**Address of Registered Office**

**NOTE: The Registered Office may be verified by CEC before placement of the work order.**

**Signature of the applicant bidder  
along with Rubber Stamp**

**Dated:- / /2023**

**[Kindly Furnish Details of Service Centre in Delhi /NCR here.]**

**Address of Service Center**

**NOTE: The Service Centre may be verified by CEC before placement of the work order.**

**Signature of the applicant bidder**  
**along with Rubber Stamp**

**Dated:- / /2023**





**UNDERTAKING**

I/ We Certify that no criminal case is registered against any of the Owners/ Partners/ Directors of my/ our firm, namely, M/s \_\_\_\_\_ anywhere in India.

**Signature of the applicant bidder  
along with Rubber Stamp**

**Dated:-    /    /2023**

Annexure-5J

**[Kindly attach Authorization Letter from OEM to participate in the tender  
under reference F.No.CEC/HW/Procurment of Optical Disc-  
50GB/2021 dated 10/08/2023]**

**Signature of the applicant bidder  
along with Rubber Stamp**

**Dated: / /2023**

**[Kindly attach Certificate of OEM vetting the Technical Specifications of the products offered along with brochure of Technical Specifications of the proposed products]**

**Signature of the applicant bidder  
along with Rubber Stamp**

**Dated:- / / 2023**

**[Kindly attach ITRs of any of the following three Financial Years towards  
Average Annual Turnover/Exemption Certificate - As Defined in Clause 11 of  
Annexure-1]**

- i) 2019-20**
- ii) 2020-21**
- iii) 2021-22**
- iv) 2022-23**

**Signature of the applicant bidder**  
**along with Rubber Stamp**

**Dated:-    /    /2023**

**[Kindly attach Previous Work Experience Certificate / Exemption Certificate]**

**Signature of the applicant bidder**  
**along with Rubber Stamp**

**Dated: / /2023**

## **Annexure-6**

(Technical Specifications for 50 GB Rewritable Optical Disc / Professional Disc Media required for XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player).

### **1. Optical Disc - 50GB**

<b>Sr. No.</b>	<b>Specification details</b>	<b>Required parameters</b>
1	Storage Capacity (GB)	50
2	Disc Diameter (CM)	12
3	Type	Double Sided Single Layer (DSSL) or Double Sided Double layer(DSDL)
4	Media Type	Rewritable
5	Writing Transfer Speed (Mbps)	86 or better
6	Compatibility	Media should be compatible to perform read and write operation with XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player.
7.	Catalog / Leaflets / specification of the offered product.	To be enclosed by the bidder of the offered product.
8.	Make & Model no. of the offered product	
9.	OEM Authorisation	

**(Technical Specifications of the products offered)**  
**{Must be Duly Attested by the OEM(s)}**

**1. Optical Disc-50 GB**

<b>Sr. No.</b>	<b>Specification details</b>	<b>Required parameters</b>
1	Storage Capacity (GB)	
2	Disc Diameter (CM)	
3	Type	
4	Media Type	
5	Writing Transfer Speed (Mbps)	
6	Compatibility	
7.	Catalog / Leaflets / specification of the offered product.	
8.	Make & Model no. of the offered product	
9.	OEM Authorisation	



**(Kindly attach here the Brochures of the Products Proposed)**

**Signature & Stamp of the bidder**

**Dated:- / /2023**

Annexure-7B

**[Kindly attach OEM Vetted Technical Specifications of all the products proposed at Annexure 7A]**

**(Supply of Optical Disc-50 GB CEC (Financial Bid Format)**

<b>Sr. No.</b>	<b>Description of the Items</b>	<b>Quantity</b>	<b>Amount in Rs.</b>
<b>1</b>	<b>50 GB Rewritable Optical Disc/ Professional Disc Media required for XDCAM HD Optical Disc Camcorder PDW-F800 and XDCAM HD Deck PDW-F1600 Recorder / Player.</b>	<b>500</b>	
<b>2</b>	<b>Tax &amp; Other Charges, if any</b>		
<b>3</b>	<b>Total Cost (1+2) in Rs.</b>		
<b>4</b>	<b>Total Amount in words</b>		

**Date:**

**Signature & Stamp of the bidder**

**Place:**

**Full Name:  
Company's Seal**

**Note: Quoted rates above shall be inclusive of all applicable taxes & duties.**

**SPECIMEN OF CONTRACT FORM**  
**CONTRACT No.**

1. This Contract made on the day of \_\_\_\_\_ 2023, (herein after referred to as the “**Contract Date**”) between the Chief Administrative Officer CEC, New Delhi-110067 (herein after referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s \_\_\_\_\_ a Company incorporated under the Companies Act, 1956 and having its office at \_\_\_\_\_ (herein after referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

**WHEREAS**

2. The Purchaser is desirous to procure the 50GB Optical Disc Media in CEC and had sought a commercial offer for the supply of the same by an OEM or its Distributors / Dealers.
3. With respect to the enquiry issued by the Purchaser vide Tender Id No. dated \_\_\_\_\_, the Supplier had submitted its Price Bid dated \_\_\_\_\_.
4. The Purchaser has accepted the Supplier's Price offer read with the clarifications/confirmations (if any) submitted by the Supplier for the supply of the product and associated services at a total cost of Rs. .... (Indian Rupees \_\_\_\_\_ only).
5. **NOW, THERE FORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:
- a. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to the conditions of Contract herein.
  - b. **CONTRACT DOCUMENTS** : The following documents, (each “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated in to this Contract and shall form and be read and construed as part of this Contract, namely:-
    - i. Tender Id No. F.No.CEC/HW/Procurement of Optical Disc-50GB/2021 dated 10/08/2023.
    - ii. Supplier's price offer dated \_\_\_\_\_
    - iii. Supplier's written clarification and confirmation letter dated \_\_\_\_\_ (if any)
    - iv. Purchaser's Letter of Intent No \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
  - c. **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

6. **SCOPE OF WORK:** The Scope of Work shall include supply, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, installation, testing, commissioning at Purchaser's Delivery Site (CEC, New Delhi - 110067), any other services associated with the delivery of product, providing Guarantee / Warranty for the entire Optical Disc-50GB Media including all its accessories.

**7. CONTRACT PRICE**

a. The prices for supply of the products including all its accessories and other associated services is detailed specifically in the Supplier's Financial Bid Document read with Supplier's written clarification and confirmation letter, if any, dated \_\_\_\_\_. The contract price is Indian Rs. \_\_\_\_\_ /-(Indian Rupees \_\_\_\_\_ only). This price excludes existing Taxes, as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

8. CONTRACT PERFORMANCE SECURITY

9. PAYMENT SCHEDULE

10. DELIVERY

11. INSPECTION AND TESTS

12. WARRANTY

13. DELAY IN THE SUPPLIER'S PERFORMANCE

14. LIQUIDATED DAMAGES

15. FORCE MAJEURE

16. WAIVER

17. ASSIGNABILITY

18. SEVERABILITY

19. GOVERNING LAW

20. TERMINATION FOR DEFAULT

21. TERMINATION FOR INSOLVENCY

22. TERMINATION FOR CONVENIENCE

23. RESOLUTION OF DISPUTES

**(The clauses 8 to 23 above shall be according to the Terms & Conditions of Contract in the Tender Document)**

24. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
------------	------------

Name: \_\_\_\_\_

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:  
For and on behalf of The President of  
India

Witness  
Signature:  
Name:  
Address:  
Date:

Name: \_\_\_\_\_

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:  
For           and           on           be half  
of \_\_\_\_\_

\_\_\_\_\_  
Witness  
Signature  
Name:  
Address:  
Date:

**FORMAT OF BANK GUARANTEE FOR**  
**CONTRACT PERFORMANCE SECURITY DEPOSIT**  
(To be stamped in accordance with Stamp Act)

Bank Guarantee No \_\_\_\_\_ Date \_\_\_\_\_

Ref \_\_\_\_\_

To

Chief Administrative Officer ,  
Consortium For Educational Communication  
New Delhi-110067

Dear Sir,

In consideration of the CEC, New Delhi-110067 (here in after referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assignees) having awarded to M/s \_\_\_\_\_ with its Registered /Head Office at \_\_\_\_\_ (herein after referred to as the "Contractor" which expression shall unless repugnant to the context or meaning there of, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter of intent No. dated \_\_\_/\_\_\_/2023 entering in to a formal contract to that effect with the Purchaser on \_\_\_\_\_ vide Agreement No. \_\_\_\_\_ (herein after referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to\* \_\_\_\_\_ Ten percent of the said value of the Contract to the Purchaser.

We \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(Name & Address of the bank)having its

Head office at \_\_\_\_\_ (herein after referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs. \_\_\_\_\_\* \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing, whatsoever, which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor or and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Purchaser any amounts demanded by it, notwithstanding:-

- a) any dispute or difference between the Purchaser and the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) the invalidity, irregularity or un-enforceability of the contract; or



c) in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Purchaser to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that its hall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We

\_\_\_\_\_ hereby agree and undertake that any claim which the Bank may have against the Contractors shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Purchaser exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank here under remain owing and outstanding, regard less of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Purchaser hereunder any sum outstanding to the credit of the Purchaser with it.

Notwithstanding any thing contained here in above, our liability under this guarantee is limited to total amount of Rs. \_\_\_\_\_\* \_\_\_\_\_ and it shall remain in force up to and including \_\_\_\_\_\*\* \_\_\_\_\_ and shall be extended from time to time for such further period as desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

at \_\_\_\_\_

WITNESS:-

(Signature)\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)\_\_\_\_\_

NAME\_\_\_\_\_

(Banker'sRubberStamp)\_\_\_\_\_

(Officialaddress)\_\_\_\_\_

Attorney as per Power of

Attorney\_\_\_\_\_

\* This sum shall be three percent (05%) of the total Contract Price, inclusive of GST at the applicable rates.

\*\* The date will be **Fourteen months (12 Months + 60 days)** from the date of issue of this bank guarantee by the bank. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.