**INVITATION TO BID**

Notice inviting Quotations for “Supply of Adobe Premiere Pro for Team New Subscription for the period of one year (Qty: 02 Nos.) as per Scope of work Annexure I”

<table>
<thead>
<tr>
<th>1</th>
<th>Tender No.</th>
<th>No. EI(ES)2[7]/DKM/2020-21/EPNIT Dt.08.07.2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Description and supply of store items</td>
<td>Supply of Adobe Premiere Pro for Team New Subscription for the period of one year (Qty: 02 Nos.) as per Scope of work Annexure I</td>
</tr>
<tr>
<td>3</td>
<td>Tender Document to be submitted offline to</td>
<td>Assistant Engineer (Engg.Stores) 1st Floor, Old Building Doordarshan Kendra Mumbai P.B. Road, Worli, Mumbai PIN- 400 030</td>
</tr>
<tr>
<td>4</td>
<td>Delivery Period:</td>
<td>1 Month from the date of supply order</td>
</tr>
<tr>
<td>5</td>
<td>Tender Fee</td>
<td>Nil</td>
</tr>
<tr>
<td>6</td>
<td>Earnest Money @ 2% of estimated cost</td>
<td>Rs 1600/- (Rupees one thousand Six Hundred only)</td>
</tr>
<tr>
<td>7</td>
<td>Estimated cost</td>
<td>Rs. 80,000/- (Rupees Eighty Thousand Only)</td>
</tr>
<tr>
<td>8</td>
<td>EMD to be issued in favour of</td>
<td>India’s Public Service Broadcaster, Doordarshan Kendra, Mumbai</td>
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<td>9</td>
<td>Bid Validity up to</td>
<td>180 (One Hundred eighty) days from the date of opening of The Bid.</td>
</tr>
<tr>
<td>10</td>
<td>Warranty</td>
<td>Required as per clause 15 of tender document.</td>
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<tr>
<td>11</td>
<td>Performance Security Deposit</td>
<td>Required as per clause 5(B) of tender document.</td>
</tr>
<tr>
<td>(i) Amount</td>
<td>10 % of the order value in form of FDR / Bank Guarantee.</td>
<td></td>
</tr>
<tr>
<td>(ii) Validity</td>
<td>60 (sixty) days beyond delivery period plus warranty / guarantee period</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Eligibility</td>
<td>At least one certificate of supplying similar item/ license to Government Offices.</td>
</tr>
<tr>
<td>13</td>
<td>Correspondence Address</td>
<td>Dy. Director General (E) Doordarshan Kendra Mumbai P.B. Road, Worli, Mumbai PIN- 400 030</td>
</tr>
<tr>
<td>14</td>
<td>Paying Authority</td>
<td>Dy. Director General (E) Doordarshan Kendra Mumbai 400030</td>
</tr>
<tr>
<td>15</td>
<td>Date of Pre Bid Meeting</td>
<td>13.07.2020 at 11.00 hrs</td>
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<tr>
<td>16</td>
<td>Last Date &amp; time of submission of Tender offline</td>
<td>24.07.2020 at 1400 hrs</td>
</tr>
<tr>
<td>17</td>
<td>Opening Date of Tender</td>
<td>24.07.2020 15:00 Hrs</td>
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<tr>
<td>18</td>
<td>Terms of Delivery</td>
<td>Free Delivery at Doordarshan Kendra, Mumbai</td>
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</table>
No. EI(ES)2(7)/DKM/2020-21/EPNIT  Date: 09.07.2020

Sub: Notice inviting Quotations for “Supply of Adobe Premiere Pro for Team New Subscription for the period of one year (Qty: 02Nos.)”

Dear Sir,

On behalf of President of India, tenders in SINGLE-BID system are invited for the following supply / work as mentioned below,

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Description of Stores</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply of Adobe Premiere Pro for Team New Subscription for the period one year (Qty: 02Nos.) as per Scope of work Annexure I</td>
</tr>
</tbody>
</table>

Consignee : Dy. Director General (Engg), Doordarshan Kendra, Mumbai.

1. The quotation should specifically mention make, type of the items, delivery date, terms and condition of supply. The prices given should be firm and as under.
   a. The prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account.
   b. The ‘Unit’ Price should be for the Unit as indicated in the tender enquiry.
   c. Prices quoted should be for F.O.R. Station of destination in India and inclusive of charges as packing customs, etc., wherever applicable.
   d. The quotation should specifically mention rates for supply & taxes separately.

2. For imported items F.O.B. rates should be obtained from the authorized Dealer/supplier and mentioned in Indian rupees.

3. In case of Quotation of F.O.R Station of dispatch basis, the purchaser will not pay separately transit insurance and the supplier will be responsible until the goods arrive in good condition at the destination. Tender/quotation in which transit insurance has been specified as an additional item of expenditure is liable to be ignored.

4. OEM authorization should be attached. It is essential.

5. The tender shall consists of namely:
   a. **EMD**: Earnest Money amounting to Rs. 1600/- (Rupees one thousand six hundred only) in the form of FDR / Bankers cheque / Account Payee Demand Draft of Nationalized Bank / Commercial Bank drawn in favour of IPSB, Doordarshan Kendra Mumbai should accompany the tender. Tenders without EMD shall be summarily rejected. EMD will be obtained from the bidders except Micro and small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, small and Medium Enterprise (MSME) or bare registered with the Central Purchase Organization or the concerned Ministry or Department [MIB/DG/AIR/SG/ID] or Startups as recognized by Department of Industrial Policy and Promotion (DIPP) and National Small Industries Corporation (NSIC). The Earnest money should initially be valid up to 45 days beyond period of Bid validity. The Earnest money of unsuccessful bidders will be returned on finalization of tender. The Earnest money of successful bidders will be returned on receipt of Security Deposit or it may be adjusted in the security deposit if requested by the tenderer.

   Tenderer should quote for all the required items. Partial tenders will be rejected.

   b. **SECURITY DEPOSIT**: the successful Tenderer shall furnish the Security Deposit within 2 weeks after placement of order at the rate of 10% of the Order Value, failing which the EMD will be forfeited automatically, to Prasar Bharati, without any notice. The security deposit shall be furnished in the form of FDR / Bank Guarantee/Account Payee Demand Draft drawn in favour of IPSB, Doordarshan Kendra Worli Mumbai which should be valid for a period of 60 days beyond the Guarantee/Warranty period. If 10% security Deposit is not submitted in advance, it will be deducted from the final bill submitted by the firm. The Security Deposit will be returned in full on completion of successful Guarantee/Warranty Period.

3. **TAXES**:
   a) GST No is mandatory to be quoted in quotation / Tender/Bills/Invoices without which tender is liable for rejection. The amount GST should be shown separately in their quotation/invoices.
   b) All the revised rules and regulations for GST are to be strictly followed

4. Printed terms and conditions of tendering firms will not be considered as forming parts of their tender. However firm shall mention the acceptance of all the terms & conditions in their tender separately.

5. Before submission of his offer, the Tenderer is advised to go through tender documents carefully and ascertain his scope of work. The tenderer should visit the site and obtain the details required for for this work before submission of his offer. Tenderer shall check the basic scheme, convince himself of its workability and confirm the same in his offer.

6. Commissioning Spares- This clause is not applicable.

7. Standards – The components of all equipment shall be designed, manufactured, assembled and tested in accordance with the latest revisions of relevant standards published by the bureau of Indian Standards wherever applicable. Where suitable Indian Standards are not available, other International standards such as BS, ASTM, ANSI. ASME. DIN may be adopted with the prior approval of the purchaser. Necessary compliance certificate for the respective standards may be submitted for the successful tenderer. The equipment shall also conform to the latest Indian Electricity Rules as regards safety, earthing and other essential provisions like noise level, vibration control etc specified therein for installation and operation of electrical equipment and plants if applicable.
8. The contractor/supplier shall make his own arrangement for storage of all equipments and Materials bought to site from time to time and their safe custody at site till they are taken over by the indentor/his representative. The contractor / supplier shall make his own arrangement for providing accommodation for his workmen at site.

9. The contractor shall make his / her own arrangements for procuring necessary labour, skilled and unskilled. He should confirm to all local government laws and regulations covering labour and their employment.

10. The contractor and his employees shall comply with the regulation in force for Controlled entry into premises where work is being carried out.

11. Contractor liability for damage caused during installation work and Imperfections noticed:
If the contractor or his / her workmen or servants shall break, deface, injure or destroy any part of the building in which they may be working or building road kerb, fence, enclosure, water pipe, cable, drain, electric or telephone posts or wires, trees, grass or grasslands or any Technical Equipment in the premises on which the work or any part of it as being executed, or if any defect, shrinkage or other faults appear in the work the contractor shall make good at his / her own expense, or in default, the indentor may get the same rectified and deduct the expense from any amount that may be than due or at any time there after may become due to the contractor.

12. The contractor shall take insurance for his men while working at DD site, against any injury, accidents death etc. Similarly the equipment, instruments, tools etc, belonging to the contractor shall be insured against damage, loss, theft etc.

13. While engaging labour for carrying out obligations under the contract, the contractor shall satisfy the conditions laid down under contract labour (Regulation and Audition Act 1970 and (Central) Rules 1971 as amended from time to time and observe all formalities required as per said Act/Rules. The contractor shall also Observe the provision under Minimum Wages Act 1948 (Central) Rules 1950 amended from time to time while engaging labour.

14. The contractor shall indemnify and hold harmless the purchaser against all claims in respect of injury to any person howsoever arising out of the work in the course of such installation. The contractor shall discharge his entire obligation under the Indian Workmen Compensation Act in as for as it affects workmen in his Employment.

15. GUARANTEE / WARRANTY PERIOD: The following Guarantee/ Warranty shall form part of the contract placed on successful tenderer:
Except as otherwise provided in the invitation to the Tender, the contractor/seller hereby declares that the good, stores/articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respect and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The equipment shall be guaranteed against any manufacturing defects for a period of 03 months from date of installation. Guarantee should be valid for on-site repair/replace i.e., in case of failure of the equipment, transportation charges are to be borne by the supplier. Any parts failing during the guarantee period shall be repaired/replaced free of charge by the supplier. The contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 03 months from the date of installation of the said goods/stores/articles to the purchaser notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said foods/stores/articles if during the aforesaid period of 03 months from the date of installation of the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the Contractor/Seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period, or such specified period as may be allowed by the purchase in his discretion on an application made thereof by the contractor/seller, and of rectification thereof, otherwise the contractor/seller shall pay to the purchaser such compensation as may arise by reasons of the breach of the warranty herein contained.

a. Guarantee that they will supply spare parts, if and when required on agreed price. The agreed basis could be including but without any limitation and agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

b. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipments so that the latter may undertake the balance of the lifetime requirements.

c. Warranty to the effect that they will make available the blueprints of the drawings of the spare is if any when required in connection with the main equipments.

d. It is a condition of the contract that the supplier shall be responsible for free after-sales-service for minimum period of 03 months from the date of completion of installation.

e. The equipment shall be guaranteed against any manufacturing defects for a period of 03 months from the date of installation.

f. Any parts failing during the guarantee period shall be repaired/replaced free of charge by the supplier at site i.e. no transportation charges would be paid by DD for transporting the defective / repaired items if required to be removed from site during the guarantee period.

16. DELIVERY PERIOD: The entire delivery at Doordarshan Kendra site shall be completed within One month from the date of placement of order.

17. TERMS OF PAYMENT: For Payments terms refer to clause 3 of “GENERAL TERMS AND CONDITIONS FOR SUPPLY”.

18. The last date of submission of the ALL DOCUMENTS including Bid Document is 24.07.2020 at 14:00 HRS.

The bidder should also submit ALL other documents such as, PAN,GST, Eligibility document, etc., asked for in this tender document.

Copies of all the documents , along with EMD should be sent in a sealed cover addressed to,
Deputy Director General Engineering
By Name, The Assistant Engineer, Engineering Stores, Doordarshan Kendra, P.B. Marg, Worli, Mumbai-400030,
so as to reach on or before 24.07.2020, 14:00 HRS

THE COVER SHOULD BE SUPERSCRIBED WITH THE FOLLOWING:

a. Purchases for which The bid is enclosed.

b. Reference to letter of enquiry.

c. Due date of opening of Technical bid.

19. The bid will be opened in this office on 24.07.2020 at 15:00 HRS in the presence of tenderers or their agents such as they may choose to attend.
20. QUOTATIONS NOT PROPERLY SUPERSCRIBED WILL NOT BE CONSIDERED.

21. The quotations submitted shall remain open for acceptance for a period of **180 (One hundred eighty) days** from the date of opening of the Tender. If any Tenderer/Suppliers withdraws his Tender/Quotation before the said period or makes any modifications in the Terms & Conditions on the Tender/Quotation which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at the liberty to forfeit 50% of the Earnest Money as aforesaid.

22. Both your PAN - Permanent Income Tax Account Number , your GST Number and tax circle should be definitely indicated in your quotation.

23. **RIGHT OF ACCEPTANCE:** The undersigned reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever. Reasons for rejecting a tender to the bidder will be disclosed where enquiries are made by the bidder. Further, the undersigned reserves the right or himself the right to increase or decrease upto 50% of the quantity of goods and services specified in the schedule of the requirement without any change in the unit price of the order quantities or other term conditions at the time of award of contract. All Quotations/Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The competent authority on behalf of Prasar Bharati reserve himself the right of accepting the whole or any part of the Tender shall be bound to perform the same at the rate quoted.

24. Canvassing whether directly or indirectly, in connection with Tender/quotation is strictly prohibited and the Tender/quotation submitted by the Contractors / suppliers who resort to canvassing will be liable to rejection.

25. **LANGUAGE/UNITS:** All information supplied by the Tenderer & all markings, notes, designation on the drawings & associated write-ups shall be in "English/Hindi language" only. All dimensions, units on drawings, all references to weights, measures & quantities shall be in MKS.

26. In case this is second enquiry, your Quotation in response to the first enquiry should be presumed to be valid up to 180 days from the last date mentioned in para 21 above unless we hear from you.

27. **ELIGIBILITY CRITERIA:** At least one certificate of supplying similar item/License to Government Offices.

28. **FAILURE AND TERMINATION CLAUSE:** Time and date of delivery shall be essence of the contract. If the Contractor/Supplier fails to deliver the stores/execute SITC/SETC, or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the purchaser may without prejudice to any other right or remedy, available to him to recover demurrages for breach of the contract:
   a. Recover from the Supplier/Contractor as agreed, liquidated demurrages including Administrative expenses and not by way of penalty, a sum equivalent to 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof (this is an agreed, genuine pre-estimate of demurrages duly agreed by the parties) which the supplier/contractor has failed to deliver thereof is accepted after expiry of the aforesaid period, provided that the total demurrages so claimed shall not exceed 10% of the contract price of the stores/SITC/SETC. After full period of extension, termination of the contract will be considered by the Organization.
   b. Purchase or authorize the purchase elsewhere on the account and at the risk of the contractor/Supplier, of the stores not so delivered/SITC/SETC not carried out or other of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the contractor/Supplier without cancelling the contract in respect of the installment not yet due for delivery or,
   c. Cancel the contract or a portion thereof by serving prior notice to the Contractor/Supplier and if so desired purchase or authorize the purchase of the stores not so delivered/SITC/SETC not carried out, or others of a similar description (where stores not delivered/SITC/SETC not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily procurable) at the risk and cost of the Contractor/Supplier. If the Contractor/Supplier had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest, where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not, the Security deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.
   d. Where action is taken under sub- clause (b) or sub-clause (c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement, to purchase, such agreement is made in case of failure to deliver the Stores/Services, within 6 months from the date of such failure and in case of repudiation of contract the Contractor/Supplier shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the Contractor/Supplier.
   e. It may further be noted that clause (a) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order, from the bill for payment of the cost of materials / works submitted by the supplier / contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated demurrages amount.
   f. Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered / SITC / SETC will be deemed to have been carried out only when all its components, parts are also delivered. If certain components of stores are not delivered in time/SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the missing parts are also delivered.

29. **ARBITRATION OF CONTRACTUAL DISPUTES:** If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specifications, design, drawings, estimates, schedules, annexure, orders, instructions the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to his contract or otherwise concerning the works of execution or failure to execute the same, whether during the progress or work of stipulated/extended period or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Deputy Director General(E), Doordarshan, Mumbai. There will be no objection to any such appointment that the arbitrator so appointed is an employee of this Organization or that he had to deal with the matters to which contract relates and that in the course of his duties as this Organization's employees he had expressed views of all or any of the matters in dispute or difference. If an arbitrator to whom the matter is referred dies or refuse to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Deputy Director General(E), Doordarshan, Mumbai to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to Deputy Director General(E), Doordarshan, Mumbai to this effect failing which the arbitrator will be entitled to proceed de-novo.
It is a further term of this contract that no person other than the person appointed by the Deputy Director General (E), Doordarshan, Mumbai as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time, with the written consent of all the parties to the contract, enlarge the time for making and publishing the award. It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under the clause.

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

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

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

30. PRE BID MEETING: Pre bid meeting will be held on 13.07.2020 at 11:00 am, the vender have to submit the query well in advance by email or by post in hard copy. No query will be entertained after pre bid meeting due to time bound tender process.

31. FALL CLAUSE

(i) The price for the stores under the contract/supply order by the contractor/supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the stores or offers to sell stores of identical description to any persons/organisations including the purchaser or any department or the Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be in the currency of the contract supply order.

(ii) If at any time, during the said period the contractor/supplier or his agent/principal/dealer as the case may be reduces the sales price, sells or offers to sell such stores to any persons/organisations including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract/supply order. he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this supply order and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will however, not apply to:

(a) Exports by the contractor/supplier or

(b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.

(iii) The contractor/supplier shall furnish the following certificate to the concerned paying authority along with each bill for payment for supplies made against this supply order/contract:

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the (PRASAR BHARTI (BCI), DG: DOORDARSHAN, DOORDARSHAN BHAWAN, NEW DELHI) under the contract/supply order here in and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the supply order/contract whichever is later at a price lower than the price charged to the Organisation under the contract/supply order except for quantity of stores categories under sub-clauses (a) and (b) of sub para, (ii) above details or which are as follows:

32. PURCHASE PREFERENCE FOR PRODUCT OF PUBLIC ENTERPRISES:

This organization reserves its right to allow the public enterprises, purchase preference facilities as admissible under the existing policy of the Government Of India and not accept the lowest rate quoted by the Tenderer.

33. All the pages of the tender document should be duly signed, stamped and serially numbered on submission, failing which the tender may not be considered as qualified tender.

34. The L1 will be decided on the basis of consolidated total price (price of all items of BOM added together)

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ORDER

Public Procurement (Preference to Make in India), Order 2017

Whereas it is the policy of the Government of India to encourage ‘Make in India’ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. Definitions: For the purposes of this Order:
   - ‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
   - ‘Local supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.
   - ‘L1’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
   - ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
   - ‘Nodal Ministry’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

3. Requirement of Purchase Preference: Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

   a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.

   b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:

      i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

      ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Therefore, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

      c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

         i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

         ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

         iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. Minimum local content: The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

7. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. Government E-marketplace: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:
   a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
   b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
   c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
   d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor’s accountant’s certificates on random basis and in the case of complaints.
   e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
   f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(iii) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
   g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed from paragraph 5th below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner.
   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).
   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:
   a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
   b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible beyond what is essential for ensuring quality or creditworthiness of the supplier.
   c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
   d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
   e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country or (iii) more than 60% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
11 Assessment of supply base by Nodal Ministries. The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoid or prevent increase in prices.

12 Increase in minimum local content. The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13 Manufacture under license/ technology collaboration agreements with phased indigenization. While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14 Powers to grant exemption and to reduce minimum local content: Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
   a. reduce the minimum local content below the prescribed level;
   b. reduce the margin of purchase preference below 20% ;
   c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15 Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16 Standing Committee: A standing committee is hereby constituted with the following membership
   Secretary, Department of Industrial Policy and Promotion—Chairman
   Secretary, Commerce—Member
   Secretary, Ministry of Electronics and Information Technology—Member
   Joint Secretary (Public Procurement), Department of Expenditure—Member
   Joint Secretary (DIPP)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

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17 Functions of the Standing Committee: The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
   a. shall oversee the implementation of this Order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
   b. shall annually assess and periodically monitor compliance with this Order.
   c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content.
   d. may require furnishing of details or returns regarding compliance with this Order and related matters.
   e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures.
   f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization.
   g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies. Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(S. S. Rayak)
Under Secretary to Government of India
Ph 23061257
**CHECK LIST for Submission of Bid**

Please ensure to check the following before submitting in the bid, otherwise, quotation will be liable for rejection.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Checklist Point</th>
<th>Compliance by Tenderer</th>
<th>Supporting Documentary Evidence</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Yes/No.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>Copy of PAN Card.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Copy of GST Registration No.</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Eligibility Criteria, documentary proof.</td>
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<tr>
<td>5.</td>
<td>Vendor Registration Form (Annexure-2) to be filled and submitted)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>All the pages of Tender submitted signed, stamped &amp; serially numbered</td>
<td></td>
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<td></td>
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</tbody>
</table>

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**GENERAL TERMS AND CONDITIONS FOR SUPPLY**

1. **NAME OF PURCHASER**: Deputy Director General Engineering, DDK Mumbai

2. **PAYING AUTHORITY**: Deputy Director General Engineering, DDK Mumbai

3. **PAYMENT TERMS**: 100% payment will be made on receipt and testing of item. Further the contractor/supplier/firm should submit the all bank details such as:
   a. Name of the Bank
   b. Branch
   c. Account Number
   d. IFC code
   e. MICR Code
   along with their bill for online payment (if possible, a Photostat copy of the cheque leaf may be enclosed).

4. **BILLS**: All the supplies and works shall be in conformity with the order and all the bills shall be prepared in quadruplicate in the same format as that of the Supply Order. The bills shall be submitted to the consignee for necessary certificates and onward transmission to the paying authority.

5. **DESPATCH INSTRUCTIONS**: The packing and marking of goods shall be as laid down in clause-12 of general conditions of contract DGS & D69 (revised).

6. The contractor shall arrange to dispatch the goods duly insured direct to the consignee under prior intimation for delivery at site by whichever mode of transport he may choose, to ensure safe delivery of goods at site. Unloading shall be done at site at the contractor’s expense. The consignee will provide only storage space. The contractor will provide his own security like locking etc., and store the materials at his own risk.

7. **INSPECTION & TEST**: The material will be inspected at Site. All necessary tools equipments will be arranged by manufacturer/tenderer. If required any other tests are necessary and required to be carried out, the arrangements are to be made by manufacturer/tenderer. In case of disputes third party inspection will be carried out as per BIS standard for which charges will be borne by the firm/tenderer. If any damages are found, material will be rejected. Will site if any damages are found material will be rejected.

The Acceptance test Procedure (ATP) shall be supplied by the tender/contractor immediately after issue of supply order. The site Acceptance Tests shall be carried out jointly by the inspecting Officer and the representative of this office / consignee in the presence of tenderer’s representative.

8. **INSURANCE**: The contractor shall arrange for the insurance covering the risk during transit, storage and installation till commissioning. All the charges for such insurance shall be borne by the contractor.
9. ADDITIONAL QUANTITIES: The tenderer/bidder is advised to quote the rates keeping in mind that repeat order can be placed up to 50% of original quantities of the items on the same terms and conditions as stipulated in original supply order during the validity of order or within the six month of original supply order, whichever is later. It is obligatory of the supplier to execute such repeat orders also.

10. PENALTY FOR DELAY: If the contractor is unable to complete the supply, installation, testing and commissioning within the stipulated time limit the purchaser may at his option allow such additional time as may be considered justified with/without penalty and without altering terms and conditions of the order. In the event of failure of the contractor to complete the supply, installation testing and commissioning within the stipulated time or the extended time, the purchaser has the right to impose penalty of 0.5% per week or part thereof the contract price. The Contractor’s liability for delay, however, shall not exceed 10% of the total contract price.

11. CONDITIONS OF CONTRACT:
   a. DGs & D-68 (Revised) and DGs & D-71 as amended up to date in case of purchase is under rate contract. However, such of these conditions stipulated on this tender shall supersede corresponding conditions in DGs & D-71.
   b. The contractor shall submit the duplicate copy of supply order duly signed and stamped along with acceptance letter and Security Deposit within 2 weeks. No supplies will be made and no work shall start unless the acceptance is signed by the contractor.

12. ENFORCEMENT OF LABOUR LAWS: While engaging labour for carrying out obligations under the contract the contractor shall satisfy the conditions laid down under contract labour (Regulation and Audition) Act 1970 and (Central) Rules 1971 as amended from time to time and observe all formalities required as per the said Act/ Rules. The supplier shall also observe the provision under minimum wages act 1948 (Central) Rules 1950 amended from time to time while engaging labour.

13. FORCE MAJEURE:
   a. If any time during the continuance of the contract the performance in whole or in part by the contractor shall be prevented or delayed by reason of any war, hostility acts of the public enemy. Civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions, strikes, lock-outs or acts of God (therein after restrictions refer to as events and provided notice of happenings of any such eventualty is given by the contractor within 21 days from the date of occurrence thereof, the purchaser shall by reason of such event, neither be entitled to cancel this order not shall have any claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist.
   b. Provided further that if the performance in whole or part or any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding 180 days, the purchaser and the contractor shall meet to find a neutral agreement to any effect resulting the reform or the purchaser may at his option cancel order provided also if the order is cancelled under this clause, the purchaser shall be at liberty to take over from the contractor at order price in case of manufacture in the possession of the supplier at the time of such cancellation or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

14. CANCELLATION: The purchaser reserves the right to cancel the order in the event of non-performance/delay in execution of the work or unsatisfactory performance by the contractor and recover payment already made if any, along with losses/ damages incurred.

(A.D.Patil)
Assistant Engineer
for D.D.G. (ENGG.)
Tele: 022-24954527
e-mail: enggstores.ddkmumbai@gmail.com

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Introduction
NLEs set-up in Doordarshan Kendra Mumbai requires Adobe Premiere pro-CC 2017 editing software subscription for the period of one year. The previous Adobe Premiere pro-CC 2017 edit software subscription expired in March 2020.

Previous Subscription Details
Organization Name : Dy. Director General (Engg), Doordarshan Kendra, Mumbai
VIP Number : 9FEC0C9S27EE408904FA
Anniversary date: 12-March-2020 (PT)

The hardware details of NLEs (Workstation) are as given below-
Make – Supermicro 7038A-I
Windows 10 Pro 64
Blackmagic design decklink studio 4 k video i/o
Dual processor each intel Xeon E5-2650 2.2.2400 v4.2.2 1st CPU
Dual processor each intel Xeon E5-2650 2.2.2400 v4.2.2 2nd CPU
1TB 7200 rpm SATA 3.5"ENTERPRISE HDD FOR 1st DRIVE
2TB 7200 rpm SATA 3.5"ENTERPRISE HDD FOR 2nd DRIVE
2TB 7200 rpm SATA 3.5"ENTERPRISE HDD FOR 3rd DRIVE
32 GB DDR4 –2400 2 CPU
NVIDIA QUADRO P 4000 8GB 1st GFX,
Blu Ray writer ,Monitor , speaker etc

*******************************************************************************
SCOPE OF WORK

1) Supply of keys/license Adobe Editing Premiere pro for Team (New Subscription 1 year)(Qty. 2 Nos.)
2) Provide remote support for software model for update, backup, restores whenever required during subscription period.
3) Testing and handover.

A) LIST OF MANDATORY DOCUMENTS
1. EMD should be sent along with Quotation.
2. DD Tender Document complete along with all Annexure/Appendix, stamped and signed.
4. Letter of authority to sign bid documents
5. Vendor Registration Form to be filled.
6. Any other document asked for in this tender document.
7. In case of submission of EMD, authenticate E-mail ID and latest Contact no. of the EMD issuing authority should be furnished on a separate sheet.

VENDOR REGISTRATION FORM

Company Details

Name of Firm : 

Regd. Office Address : 

Work Office Address : 

Country Code STD Code No. E-Mail : 

Mobile No. Web : 

Name and Designation of Principal Officers / Persons to be contacted

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of the Person</th>
<th>Designation</th>
<th>Department</th>
<th>Contact No.(Mob/Landline)</th>
<th>Place</th>
</tr>
</thead>
</table>

Nature of Business (Please Tick)

- Manufacturing
- Sole Selling Agent
- Dealer
- Trader
- Agent
- Assembler
- Service Provider
- Others (Pls mention)

Nature of Company (Please Tick)

- Proprietary
- Partnership/LLP
- Private
- Public Limited
- Others (Pls mention)

Date of Establishment

Tax / PAN Credentials

PAN No. :

Date

GSTN :

Date
ISO/ISI/Other Certification

<table>
<thead>
<tr>
<th>Are you registered with ISO/ISI/Other</th>
<th>YES</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If No, whether you are in process to acquire ?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>If Yes, expected date of receipt of Certification</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of the Items produced / products / processed / services provided

Other Relevant Data

Bank Details

<table>
<thead>
<tr>
<th>Name and address of Banker</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank a/c type</td>
<td>Current</td>
</tr>
<tr>
<td>Account No.</td>
<td></td>
</tr>
<tr>
<td>IFSC</td>
<td></td>
</tr>
</tbody>
</table>

Whether any of your relative is working with us : (If YES, please provide details)

Declaration

The above information is true in all respects and we undertake to inform you if any change in the above particulars regarding our business from time to time.

Place : Signature of Authorised Representative of the firm under proper seal.

Date :

** Note: Vendors are required to attach the documentary proofs of the information filled.**