INVITATION TO BID

Notice inviting e-Tender for “Non-Comprehensive Maintenance Contract (for the period of 6 months) for 240 TR Chiller (Make Daikin) Qty-01 as per Annexure-1 at DDK Mumbai.”

<table>
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<th>S.No.</th>
<th>Details</th>
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<tbody>
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<td>1</td>
<td>Tender No.</td>
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<td>2</td>
<td>Description and supply of store items</td>
</tr>
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<td>3</td>
<td>Contract Period:</td>
</tr>
<tr>
<td>4</td>
<td>Tender Document to be submitted offline to Assistant Engineer (Engg.Stores)</td>
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<td>5</td>
<td>Tender Fee:</td>
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<td>6</td>
<td>EMD to be issued in favour of</td>
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<td>7</td>
<td>Earnest Money:</td>
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<td>8</td>
<td>Estimated cost</td>
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<td>Bid Validity up to:</td>
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<td>10</td>
<td>Warranty:</td>
</tr>
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<td>11</td>
<td>Performance Security Deposit Required as per clause 3(B) of tender document. (i) Amount :</td>
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<td></td>
<td>(ii) Validity :</td>
</tr>
<tr>
<td>12</td>
<td>Correspondence Address:</td>
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<td>13</td>
<td>Paying Authority :</td>
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<tr>
<td>14</td>
<td>Date of Pre Bid Meeting</td>
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<td>15</td>
<td>Last Date &amp; time of submission of Tender Document</td>
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<tr>
<td>16</td>
<td>Date of Opening of Technical Bid</td>
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<tr>
<td>17</td>
<td>Terms of Delivery:</td>
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</table>
Sub: “Non-Comprehensive Maintenance Contract (for the period of 6 months) for 240 TR Chiller (Make Daikin) Qty-01 as per Annexure “1” at DDK Mumbai.

Dear Sir,

On behalf of CEO Prasar Bharati, 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>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>“Non-Comprehensive Maintenance Contract (for the period of 6 months) for 240 TR Chiller (Make Daikin) Qty-01 as per Annexure “1” at DDK Mumbai</td>
</tr>
</tbody>
</table>

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

Note 1 : Bidders are requested to also go through "Annexure-S" for “General Instructions to Bidders” and a “List of Mandatory Documents” for the e-procurement system.

Note 2: Bidders are requested to go through Scope of Work Annexure 1 and Technical Compliance Annexure 2.

1. The quotation should specifically mention works to be carried out, completion date, terms and condition of works. 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. A bid submitted with an adjustable price quotation is likely to be treated as non responsive and rejected.
   (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 specified works & Taxes separately if any.

2. 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 stores 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.

3. The tender shall consist of namely:
   a. Earnest Money amounting to Rs. 1800/- ( Rs. One Thousand Eight Hundred only) in the form of DD/ 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/DG:DD] 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.

   Tender 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 Demand Draft / Bank Guarantee drawn in favour of India’s Public Service Broadcaster, Doordarshan Kendra, Mumbai. If security deposit is not submitted in advance it will be deducted from the first bill submitted by the firm. The Security Deposit will be returned in full on completion of successful Contract Period.

4. Taxes
   a. GST No. is mandatory to be quoted in quotation / Tender/ Bills/ Invoices without which Tender is liable for rejection. The amount of GST should be shown separately in their quotations/ Invoices.
   b. All the revised rules and regulations for GST are to be strictly followed.

5. Printed terms & conditions of tendering firms will not be considered as forming parts of their tender.

6. 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 Tender shall, without prejudice to any other right or remedy, be at the liberty to forfeit 50% of the Earnest Money as aforesaid.

7. Both your PAN and GST Tax Identification Number should be definitely indicated in your quotation.

8. The undersigned reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever.

Further, the undersigned reserves himself the right to increase or decrease up to 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 terms conditions at the time of award of contract or during the contract period . 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.

9. Further this office reserves right not to award contract to the bidders without giving any justification. In such case E.M.D. of all the bidders will be returned back.
10. 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.

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

12. 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.

13. If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under ICADR Arbitration Rules, 1996. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.

The International centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

a) The number of arbitrator(s) shall be one who has legal as well as Technical Background.

b) The place of arbitration proceedings shall be Mumbai only.

14. Eligibility Criteria:

(i) The bidder should registered under the Companies Act, 1956 or a Partnership registered under the Indian Partnership Act, 1932 for the last three years. The bidder must be a single entity. Consortiums will not be allowed to participate in the procurement process. The bidder should not have been blacklisted or debarred from participating in tendering by the Central Government/State Government/other Govt. bodies or under a declaration of ineligibility for corrupt or fraudulent practices.

[An undertaking to this effect shall be provided by the bidder with the bid.]

(ii) The bidder should be in the business of providing non AMC services to major govt. organizations /psus/big firms etc.

Documentary evidence shall be submitted by the bidder with the bid substantiating the claim.

(iii) The Company/Firm/Agency shall have at least one experience in successfully completing non Comprehensive Annual Maintenance Contract (AMC) of Chiller.

(iv) The Company shall have financial turnover of at least Rs.20 Lakh per annum for each of the last three years.

(v) The Company shall have been registered with the Income Tax and Service/GST Tax Department.

(vi) OEM having capacity to manufacture more than 200 ton water cooled chillers are eligible to quote.

(vii) Evaluation Criteria & Qualification criteria

The evaluation of technical bids shall be undertaken by a committee duly Constituted for this purpose. The technical evaluation would be based on the following:

a) The assessment of bidders, meeting the eligibility criteria.

b) The assessment of technical capability of bidder to carry out desired scope of work.

c) The assessment of the capability of bidder to carry out desired scope of work in stipulated time as assessed on the basis of carrying out past works in preceding three years.

15. Tenderer should quote for all the required items maintained in specification of work. The Partial tenders will be rejected.

16. Last Date & time of submission of Bid Documents is 14/09/2020 on or before 14:00 Hrs. Copies of all the documents along with EMD should be sent in a sealed cover addressed to:

Assistant Engineer, Engineering Stores, Doordarshan Kendra, P.B. Marg, Worli, Mumbai-400030, The cover should be super scribed with the following.

a) Maintenance Contract for which the bid is enclosed.

b) Reference to letter of enquiry.  c) Due date of opening of Bid.

17. The Quotations will be opened on 14.09.2020 at 15:00 Hrs., in the presence of tenderers or their agents such as they may choose to attend.

18. Quotations not properly super scribed will not be considered.

19. Condition of Contract:

1. The Contractor shall deploy adequate number of experienced personnel, well acquainted with the up keep and repair work of the Chillers. Technicians should have qualification certificate in Air-conditioning/electrical grade or equivalent grade issued by recognized Government Agency/institution/University and shall have a minimum of 2 years experience in the field of air conditioning/maintenance. DDK Mumbai reserves the right to have a check on the qualification, work experience, job knowledge and conduct of any person deployed by the Contractor, during technical bid evaluation as well as after award of contract. In case, this office not satisfied with the work / knowledge / performance/conduct of any person, the same shall be replaced by the Contractor with a suitable person without any extra cost. The contractor shall make his/her own arrangements for procuring necessary labour, skilled & unskilled. He should confirm to all local government laws and regulations covering labour and their employment.

2. Physical fitness certificate and persons to be working in DDK Premises for jobs, as to provide with necessary medical clearance certificate from MBBS Doctor.

3. The contractor and his employees shall comply with the regulation in force for controlled entry into premises where work is being carried out. The contractor have to submitted the details of technician /staff deployed alongwith the photocopy of adhaar card/PAN card as ID proof. The contractor has to issue the ID card to their staff deployed.

20. Standards – The components replaced in the equipments 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. The accepted makes of equipments and material shall be as per Scope of Work.

21. Contractor liability for damage caused during 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, drainage, 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 Indenter 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.

22. 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.
23. While engaging labour for carrying out obligations under the contract, the contractor shall satisfy the conditions laid down under contract labour (Regulation and Audit 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.

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

25. Maintenance Contract shall be carried out as per schedule of requirement and the payment will be released on satisfactory completion of work on every quarter. No advance payment will be given.

26. (a) On registering a fault, the service team is required to attend the fault within 24 hours. Until or otherwise there is enough reason at the discretion of DDK Mumbai, a fault should be rectified within 7 days.

(b) This office reserve right to cancel the contract or a portion thereof by serving one week 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.

The agency who participates in this tender shall have a registered office in the municipal limits of Mumbai, Thane, New Mumbai. The agency do not have registered office in the municipal limits of Mumbai, Thane, New Mumbai will be rejected for further process.

(c) Where action is taken under sub-clause (a) or sub-clause (b) 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.

27. For details the tenderer may visit Doordarshan Kendra, Mumbai on working days between 11.00 hrs. to 16.00 hrs.

28. PRICE SCHEDULE

The validity of works should be for the contract period awarded.

29. Contract /Agreement form, if applicable: As per Annexure "6"

30. OTHER STANDRAD FORM: Appendix A and Appendix B

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 person/organizations including the purchaser or any department or the Central Govt. or any Deptt. of State Govt. as the case may be during 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 person/organizations 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 as 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 situation 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.

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 BHARATI (BCI), DG : DOORDARSHAN, DOORDARSHAN BHAVAN, NEW DELHI) under the contract/supply order here in and such stores have not been offered/sold by me/us to any person/organization 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 Organization 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 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. (Order No.P-45021/2/2017-8/E-II Dt.15 th June 2017, Udyog Bhavan, New Delhi.)

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.

35. Bidders are requested to also go through “Annexure-4” for “General Instructions to Bidders” and a “List of Mandatory Documents” for the e-procurement system. The bidder must visit the site to assess the amount of work involved before submitting the bid.

36. All the pages of the tender document submitted shall be duly signed, stamped and serially numbered, failing which the tender may not be considered as qualified tender.

38. Bidders are also requested to go through “Annexure-1” for Scope of work.

39. A pre-bid meeting on 26.08.2020 at 1100 HRS at Doordarshan Kendra Worli, Mumbai.

A.D.Patil
Assist.Engg(Engg.Stores)
for DDG(E)

Tel: 022-24954527

e-mail: enggstores.ddkmumbai@gmail.com
SCOPE OF WORK

The scope of this Maintenance Contract consists of following works:

Details of the Chiller
Make: Daikin
Model: PA2451DBRYV

Date of Installation – March 2017

During the Contract period (6 Months). The firm has to conduct 3 (Three) Periodic inspection cum service at approximately equal interval of 80 days and each visit will be of 2 to 3 days. During visit if any conditions adversely affecting efficiency and operation found to be rectified. The break-down call must be responded immediately, telephone advise should be given without any response time and physical presence should be within two hours. The break-down call and periodic inspection are to be attended during period of Contract.

The type of inspection services for the equipment as per below –

Detailed Scope of Works:

- Checking lubrication oil for discoloration or contamination
- Check liquid sight glasses to determine if there is a refrigerant shortage.
- Inspecting the unit for leaks with a soap solution.
- Inspect entire system for any unusual conditions such as noise, vibration, etc.
- Check the system operating pressure and temperatures to ensure proper operating conditions.
- Check Evaporator and condenser working temp/ condition if any regarding scaling effect.
- Check chilled water flow by checking pressure drop across the chiller.
- Compare the chilled water temperature at full load with the chilled water temperature control. Compare the condenser water flow it is as per the set value
- Inspect all safety controls and electrical controls in VFD adjust if required.
- De scaling of condenser by manual brushing of tubes once in period of contract
- De scaling of Evaporator by manual brushing of tubes once in period of contract
- Review daily operating log maintained by operating personnel/ STATUS in software and advise any operational improvement to operating engineer. Report in writing on any detected deficiencies.
- Topping of Refrigerant and lubrication oil if required. (Refrigerant and L Oil will be supplied by this office)
- Motor Insulation Checks. Yearly adjustments of controls if required.
- Any breakdown calls to be attended for maintenance and repair work during regular working hours, seven (7) days per week, holidays and weekends expected.

***********************************************************************
CHECK LIST for Submission of Bid Document
Please ensure to check the following before submitting in the bid, otherwise, quotation will be liable for rejection.

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Checklist Point</th>
<th>Compliance by Tenderer (Yes/No.)</th>
<th>Supporting Documentary Evidence (Yes/No.)</th>
<th>REMARKS</th>
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<tbody>
<tr>
<td>1</td>
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<td>Copy of PAN Card</td>
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<td>All the pages of Tender submitted signed, stamped &amp; serially numbered</td>
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ANNEXURE 2

GENERAL COMPLIANCE

Sr.No. | Checklist Point                                   | Compliance by Tenderer (Yes/No.) | Supporting Documentary Evidence (Yes/No.) | REMARKS |
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1) NAME OF PURCHASER : Prasar Bharati, DDGE, Doordarshan Kendra Worli Mumbai
2) PAYING AUTHORITY : The DDGE, DDK, Mumbai.
3) PAYMENT TERMS : Quarterly payment will be released on satisfactory completion of works as specified and Handing over.
4) BILLS : All the supplies and works shall be in conformity with the order and all the part bills shall be prepared in quadruplicate in the same format as that of the Work Order. All those part 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 : The material will be inspected at site. If any damages are found, material will be rejected.
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 purchaser reserves the right to rise / reduce quantity upto 50% of the ordered quantity at the same rates and terms and condition during the period of contract.
10) GUARANTEE/ WARRANTY: The contractor shall accept clause-18 of the Form no. DGS & D-71 with exception that his obligation shall be limited for a period of Maintenance Contract from the date of taking over completion of the successful performance excluding down time during which the equipment was not working satisfactorily due to defective parts, faulty material/ design/workmanship or faulty erection. During the guarantee period the contractor shall repair or replace free of charge any parts that will become defective due to faulty material design, workmanship or erection.
11) 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.

ANNEXURE 3
GENERAL TERMS AND CONDITIONS FOR WORK ORDER

A) GENERAL INSTRUCTIONS TO BIDDERS
1. The scope of work for stores to be tendered are available in the complete bid documents which can be viewed/downloaded free of cost from CPP portal, https://eprocure.gov.in/epublish/app
2. Th Bid documents will be submitted concurrently duly digitally signed.
3. All Corrigendum / Amendment/ Corrections, if any, will be published on the website https://eprocure.gov.in/epublish/app
4. All documents/papers submitted by the bidder must be legible.
5. Page No. shall be given on each and every paper/documents serially in the bid.
6. Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as “0” (Zero).
7. The Earnest Money shall be in the form of FDR/Bank Draft/Bank Guarantee from an Indian Scheduled Commercial Bank in case of Indian supplier or Bank guarantee/Demand Draft in equivalent freely convertible foreign currency in case of Foreign supplier, in favour of India’s Public Service Broadcaster, Doordarshan Kendra, Mumbai.
8. EMD deposit shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach Assistant Engineer, Engineering Stores, Doordarshan, Mumbai before scheduled time on prescribed tender opening date. EMD received late shall be summarily rejected.
9. The successful tenderer will be required to furnish Security Deposit within 2 weeks of placement of contract at the rate of 10 % (Ten percent) for indigenous/foreign supplier, of value of contract in one of the acceptable forms as per tender documents.
10. Tenderers may ask any clarification, if required, before the date stipulated in the details of tender items for the purpose. After that no request will be entertained.
11. The purchaser reserves the option to give Purchase preference to the offer from Public Sector Units and/or from Small Scale Cottage Industries Units over those from other firms in accordance with policies of the Government of India from time to time.
12. Tenderers shall separately indicate the rate and amount of GST as applicable on the date of tendering in their offer failing which the offer will be summarily rejected.

B) LIST OF MANDATORY DOCUMENTS
1. Original EMD should be sent by post.
2. DD Tender Document complete along with all Annexure/Appendix, stamped and signed.
4. Original Equipment’s Manufacturer’s (OEM) Authorization for Equipment/Software quoted if applicable.
5. Vendor Registration Form (Annexure 6) should 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.

A.D. PATIL (Assist. Engg.)
for DDGE
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ANNEXURE 4
INTERPRETATION CLAUSES

AGREEMENT OF CONTRACT

The Prasar Bharati means the Prasar Bharati (India’s Public Service Broadcaster)
The Director/Head of Office means the Director of a station and the subordinate office respectively of the Directorate General, Doordarshan.
The Director General means, the Director General Doordarshan, New Delhi.

The expression work or works where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions, be construed and taken to mean the works by or virtue of the contract executed to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Words importing the singular number only include the plural number and vice versa.

1. The person(s) whose tender may be accepted (hereinafter called the contractor(s)) shall within ten days of the receipt by him/them if the notification of the acceptance of his/her tender, deposit with the Director/Head of office in cash or government securities endorsed to the Director/Head of office (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him/them with his/their tender to make up the full security/deposits specified in the tender such payment as last aforesaid. All compensation or other sums of money payable by the contractor(s) to government under the terms of his/her/their contract may be deducted from, or paid by the sale of a sufficient part of his/her security deposit or from the interest arising from there or from any sums which may be due or may become due, the contractor(s) by Government and any account whatsoever and in the event of his/her security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor(s) shall within ten days thereafater make good in cash or government securities endorsed as aforesaid any sum or sums which may be deducted or raised by sale of his/their security deposit or any part thereof.

2. Contractor(s) is/are to provide everything or every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract whether original or altered according to the intent and meaning of the specifications which are to be signed by the Director/Head of Office and the contractor(s) shall also provide all necessary fencing and lights required to protect the public from accident and shall be able to bear the expense of defence of every suit, action or other proceedings at law that may be brought by any person for injury, sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor(s) be paid to compromise any claim by any such persons.

3. The contractor(s) is/are to be set out the whole of the works in conjunction with an officer to be deputed by the Director/Head of Office and during the progress to of the works to amend ton the requisition of the Station/office any errors which may arise therein and provide all the necessary labour and materials (with the exceptions noted in the schedule attached which will be supplied free of cost) which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor(s) is/are to leave the works in all respects clean and perfect at the completion thereof. All materials supplied to the contractor and found surplus after the completion of the works shall be returned to the Station/Office in good condition.

4. The Director/Head of Office may require the contractor(s) to dismiss any person the contractor(s) employ upon the work who is found incompetent or misconduct himself; and the contractor(s) is/are forthwith to comply with such requirements.

5. The contractor(s) is/are not to vary or deviate from the specifications or instructions; or execute any extra work of any kind whatsoever unless upon the authority of the Director/Head of Office to be sufficiently shown by an order in writing expressly given an signed by him as an octra or variation or by a subsequent written approval signed by him. If compliance with the Director/Head of Office’s aforesaid order plan or drawings, or approval involves extra work, and/or expense beyond that involved in the execution of the contract work, then unless the same were issued in consequence of some breach of this contract on the part of the contractor(s), the latter shall be entitled to be paid the price of the said work and/or the expense aforesaid as mutually agreed upon between the Director/Head of Office and the contractor(s).

6. All work and materials brought and left upon the ground by the contractor(s) or by his/their orders for the purpose of forming part of the works are to be considered to the property of the Prasar Bharati and the same are not to be removed or taken away the contractor(s) or any other person without the special license and consent in writing of the Director/Head of Office but the Prasar Bharati is not be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

7. If in the opinion of the Director/Head of Office any of the work has been executed with improper materials or defective workmanship, the contractor(s) is/are when required by the Director/Head of Office forthwith to re-execute the same and to substitute proper materials and in case of default of the contractor(s) in so doing within a week, the Director/Head of Office is to have full powers to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).

8. Any defects, shrinkage or other faults which may appear within three months from the completion of the work arising out of defective workmanship are upon the discretion of the Director/Head of Office are to be amended and made good by the contractor(s) at his/their own cost (unless the Director/Head of Office, shall decide that government ought to pay for the same) and in case of default the Broadcasting Corporation of India may recover from the contractor(s) the cost of making good the work (on which the certificate of the Director/Head of Office shall be final) from any sum that may be then, or at any time thereafter may become due to the contractor(s) by Government under the contract or otherwise of from his/their security deposit or the proceeds thereof or of a sufficient portion thereof.
9. (a) From commencement to completion the work are to be under the charge of the contractor(s). The contractor(s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and to hold the Prasar Bharati harmless from any claim for injuries to persons or for a structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor(s) or of any one in his/their employee during the execution of the works.

(b) If the contractor(s) or his/their labourers or servants shall break, deface, injure, or destroy any portion of the premises in which they may be working or any building, road, curbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated land contiguous to the premises on which the work or any part of it is being executed, the contractor(s) shall make good the same at his/their own expense, or in default the Director/Head of Office may ask the same to be made good by other workman and deduct the expense (of which the certificate of the Director/Head of Office shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor(s) by Government under the contract or otherwise, or from his/their security deposits, of the proceeds thereof, or of a sufficient portion thereof.

10. The Director/Head of Office is to have full authority to send workmen upon the premises to execute fittings and other work not included in the contract for whose operations the contractor(s) is/are not afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor(s) is/are not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

11. Provided nevertheless that if the contractor(s) shall be of the opinion that he/they are entitled to any extension of time and account of the works being altered varied or added to or on account of any delay by reason of any inclement weather or causes not under the control of the contractor(s) in consequence of orders to that effect from the Director/Head of Office which orders the Director/Head of Office is hereby empowered to give him/them in any or either of such cases it shall be competent for the Director/Head of Office by an order in writing to extend the aforesaid period for final completion by such period or periods as he shall deem reasonable and the contractor(s) is/are to complete the works within such extended period or periods as aforesaid, provided that the contractor(s) shall not be entitled to any extension of time unless he/they shall within three days after the happening of the event in respect of which he/they shall consider himself/themselves entitled to any extension given to the Director/Head of Office, written notice of such claim to any extension of the time or grounds and of the amount thereof unless in any case the Director/Head of Office shall in his discretion dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time the aforesaid provisions for damages and their amount in default of due completion shall apply in case of non-completion of the works within the extended time.

12. The contract shall not be assigned or sublet without the written approval of the Director/Head of Office. And if the contractor(s) shall assign or sublet his/their contract, or attempt so to do so, or become insolvent or commence any insolvency proceedings or make any composition with his/her creditors, or attempt to do so, or if any bribe, gratuity gift, loan, perquisite, reward or any advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor(s) or any of his/their servants or agents to any public officer or person employed in the Government in any way relating to his office of employment or any such officer or person shall become in any way directly or indirectly interested in the contract, the Director/Head of Office may thereupon by notice in writing rescind the contract and the security deposit of the contractor(s) shall thereupon stand forfeited and be absolutely at the disposal of the Government, and the same consequences shall ensure as if the contract had been rescinded under clause 16 thereof and in addition the contractor(s) shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

13. When the work shall be completed, the contractor(s) is/are to be entitled to receive all the money due or payable to him/them under or by virtue of the contract except a sum of 10 per cent of the total value of the work done which will be retained for three months after the date of completion of the work, and refunded to the contractor(s) only if no defects, shrinkage or other faults appear in the work. The payment will be made in lump sum according to the best estimate of the value of work done that be made by the Director/Head of Office.

The final bill for the work will be based on the lump sum tendered modified where necessary to give effect to omissions, additions or variations from the prescribed drawings specifications and instructions detailed measurements or such omissions, additions or variations being recorded.

Provided always that no final or other certificate is to cover or relieve the contractor(s) from his/their liability under the provision of clause 10 whether or not the same may be notified by the Director/Head of Office at the time or subsequently to the granting of such certificate.

14. Payments due to the contractor(s) will be made by RTGS on quarterly basis. Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Prasar Bharati of India.

15. No labourer below the age of eighteen years shall be employed for the work.

16. Fair wage clause.

(a) The contractor(s) shall pay not less than fair wage to labourers engaged by him for the work. 

Explanation: “Fair Wage” means wage whether for time or piece work notified at the time of inviting tenders for the work and where fixed by law or otherwise and where such wages have not been so notified, the wage prescribed by the CPWD for the district in which the work is done.

(b) The contractor(s) shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wage to labourers engaged by his/sub contractors in connection with the said work as if the labourer had been immediately employed by him.
In respect of all labour directly or indirectly, employed in the woks for the performance of the contract’s part of this agreement, the contractor shall comply with or cause to complied with the Central Public Works Department Contractor’s Labour Regulation made Government in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of like nature.

The Director/Head of Office shall have the right to deduct, from the money due to the contractor(s) any sum required to be made good for the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or deductions made from his or her wages, which are not justified by their terms of the contract or non-observance of the Regulations.

Vis-à-vis the Central Government the contractor(s) shall be primarily liable for all payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

The regulations aforesaid shall be deemed to apart of this contract and any breach thereof shall be a breach of this contract.

All the labourers shall be covered by Accident Benefit Insurance Scheme.

In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor(s) to the Director/Head of Office for his information.

All disputes, differences or question including the subject matter of the contract or the rights and liabilities of the parties hereunder or howsoever arising between the parties or any other person, whether on the employment of the contractor(s) or not. In every such case including cases in which by virtue of the provision of Section 12 Sub-section (1) of the Workman’s Compensation Act 1923 Government is obliged to pay compensation to a workman employed by the contractor(s) in execution of the work. Government will recover the amount of the compensation so paid, and without prejudice to the rights of Government under Section 12 Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit of from any sum due to Government by the Contractor whether under his contract or otherwise.

Government shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act, except on the written request of the contractor(s) and upon his/her giving to Government full security for all cost for which Government might become liable in consequence of contesting such claim.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Dy. Director General (E) DDK Mumbai for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Signature of the Competent Authority
Contractors (s)

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Signature of the
Contractors (s)
Form of Performance / Bank guarantee Bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between ___________ and ___________ (hereinafter called "the said contractors(s)") for the work ______________ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. ___________ (Rupees ___________only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ________________ (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank). Pay to the Government an amount not exceeding Rs. ___________ (Rupees ___________only) on demand by the Government. 2. We ________________ do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees ___________ only). 3. We, the said Bank, further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment. 4. We ________________ further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, 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. 5. We ________________ further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time of any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. We ________________ further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, 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. 5. We ________________ further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time of any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

Dated the ________________ day of ________________ For ________________ (indicate the name of the Bank)

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CERTIFICATE FROM THE VENDOR STATING THAT THE COMPANY HAS NOT BEEN BLACKLISTED BY ANY GOVERNMENT ORGANISATION

To,
Dy Director General (E),
Doordarshan Kendra Worli, Mumbai -30
Sir,
This is to certify that M/s ______________________ has not been blacklisted by any Government Organization before submission of the tender document.

Yours faithfully,
Authorized Signatories
(Name & Designation)

Date: For and on behalf of M/s__________________.
**ANNEXURE 6**

**VENDOR REGISTRATION FORM**

**Company Details**

Name of Firm : 
Regd. Office Address :
Work Office Address :

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TelephoneNumber No : 
Mobile No. :

**Name and Designation of Principal Officers / Persons to be contacted**

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<th>No.</th>
<th>Name of the Person</th>
<th>Designation</th>
<th>Department</th>
<th>Contact No.(Mob/Landline)</th>
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**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 :

PG 1
ISO/ISI/Other Certification

Are you registered with ISO/ISI/Other ☐ YES ☐ No
If No, whether you are in process to acquire ☐ Yes ☐ No
If Yes, expected date of receipt of Certification

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

Other Relevant Data

Bank Details

Name and address of Banker

Bank a/c type ☐ Current ☐ Saving ☐ Over-Draft

Account No. Branch Code

IFSC MICR

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.