E-Tender Enquiry

Sub: Procurement of MOSFET D1040UK for R & S make F M Transmitters at AIR Stations in West Zone

This office is interested in purchase of below mentioned equipments as per specifications mentioned below and  Digitally signed e-tenders in two bid system are invited online in e-tendering website/e-portal viz. [http://www.tenderwizard.com/PB](http://www.tenderwizard.com/PB) from reputed manufacturers, authorized agents, stockist dealing with equipments as details below

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Qty. Required</th>
<th>Estimated cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOSFET D1040UK</td>
<td>32 Nos</td>
<td>6 lakhs</td>
</tr>
</tbody>
</table>

Important Note:-

**The quotation/offer without OEM’s Authorization will be rejected**

a. Tender documents, Bid forms, general instructions to bidders and other details including amendments/changes can be viewed/downloaded free of cost from websites;
   - [https://www.tenderwizard.com/PB](https://www.tenderwizard.com/PB)
   - [https://eprocure.gov.in](https://eprocure.gov.in)
   - [https://allindiaradio.gov.in](https://allindiaradio.gov.in)


d. The tenders will be received online up to 1500hrs on 05/02/2020 and technical bid will be opened at 1600hrs on the same day.

e. Financial Bid will be opened after evaluation of technical bids. Financial bids of only technically eligible Bidders will be opened. The opening date of financial bid will be decided later on and same will be informed to eligible tenderers in advance.

f. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.

g. All documents/papers uploaded/submitted by the bidder must be legible.

h. To participate in e-bid, bidders shall be charged e-tendering processing charges @ 0.1% of estimated contract value + service Tax with minimum Cap Rs. 750/- only and maximum cap-Rs.7500/- only.

i. 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).

j. Correspondence:
• Our telephone Fax / Email address is:
  Tel. No. (022) 22031351/22031397/22031415 Extn. 215
  Email ID- mumbai.cewz@gmail.com
• All correspondence from tenderer / contractor shall be made to the Purchase Authority (by name), who has issued this tender.
• All correspondence shall bear reference to Tender No.

1. 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 delivery at given place in India and Inclusive of charges as packing customs, etc, wherever applicable.

   d) The quotation should specifically mention rates for specified Supply/works & Taxes if any, separately.

   e) Prices including grand total are to be written in figure as well as in words.

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 consists of namely:
   a) EMD: Earnest Money amounting to 12,000/- (Rupees Twelve thousand only) in the form of Demand Draft on Nationalized Bank/Commercial Bank Fixed Deposit Receipt or Bank Guarantee from any commercial bank drawn in favor of Prasar Bharati, CE(WZ), AIR & DD, Mumbai should accompany the tender. EMD exemption is applicable to Micro and Small Enterprises (MSE) as defined in MSR procurement policy received by Department of Micro Small and Medium enterprises(MSE) or to those who are registered with the central purchase organization, National small industries corporation (NSIC) or the Concerned Ministry or Department (MIB/DG:AIR/DG:DD).

   The EMD should remain valid for a period of forty-five (45) days beyond the final bid validity period.

   Demand draft/FDR/bank guarantee of EMD shall be scanned and uploaded to e-tendering website within the period of bid submission.

   Tender EMD deposit shall be placed in a single sealed envelope superscribed with tender reference no and date of opening and submitted so as to reach, the Addl. Director General(E)(WZ), All India Radio & Doordarshan, AIR Maintenance Section, Pratishtha Bhavan, 101, M. K. Road, Mumbai 400 020 before the scheduled time on the prescribed tender opening date. EMD received late shall be summarily rejected.

   The Earnest Money deposited by the tenderer shall be forfeited by this Organization in the following events:
   (a) If tender is withdrawn during the validity period or any extension thereof.

   (b) If tender is varied or modified in a manner not acceptable to this Organization during the validity period or any extension of the validity duly agreed by the bidder.

   (c) If a tenderer whose tender has been accepted, fails to furnish Security Deposit within 2 weeks from the issue of the acceptance offer of the tender, the offer is likely to be cancelled.

   Interested contractor who wishes to participate in the bid has also to make following payments within the period of bid submission:
(i) E-Tender Processing Fee @ 0.1% of estimated contract value + service tax
Shall be payable to M/s ITI Limited through their e-gateway by credit/debit card,
internet banking or RGTS/NEFT facility.

Copy of Enlistment Order and certificate of work experience and other documents
as specified shall be scanned and uploaded to the e-Tendering website within the
period of bid submission. Certified copy of all the scanned and uploaded
documents as specified shall have to be submitted by the bidders along
with physical EMD in the office of tender opening authority before schedule
time & date of opening of tender.

Online bid documents submitted by intending bidders shall be opened only of
those bidders, who has deposited e-Tender Processing Fee with M/s ITI
Limited and Earnest Money Deposit and other documents scanned and
uploaded are found in order.

The bid submitted shall become invalid and e-Tender processing fee shall not
be refunded if:
(i) The bidder is found ineligible.
(ii) The bidder does not upload all the documents (including GST
registration) as stipulated in the bid document.
(iii) If any discrepancy is noticed between the documents as uploaded at the
time of submission of bid and hard copies as submitted physically in the
office of tender opening authority.

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 5% 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 from
nationalized bank drawn in favour of Prasar Bharati, CE (WZ), AIR &DD, Mumbai. The
security deposit will be returned in full on completion of Guarantee/Warranty Period.

c) Make, type, literature and specifications of the stores offered should be uploaded.

4. TAXES:
As per Govt of India’s decision Goods and services Tax is introduced w. e. f. 1.07.2017. Hence taxes
will be applicable as per provisions, Rules and regulations of Goods and Services Tax Act.

In case of any change in Government Regulations regarding taxation, taxes will be applicable at
actual on the date of billing.

5. The contractor shall make his/her own arrangement for storage of all equipments and Materials bought
to site from time and their safe custody at site till they are taken over by the indenter /his
representative.

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

7. Contractor liability for damage caused during installation work and imperfection 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 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.

8. 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 under the India workmen in his employment.
9. GUARANTEE/WARRANTY PERIOD: The equipment supplied shall be warranted for trouble free operation for one year

10. COMPLETION PERIOD: The entire Supply at All India Radio site shall be completed within three Months from the date of placement of order. The supply order will be treated as terminated automatically unless otherwise extended in writing.

12. TERMS OF PAYMENT:
100% Payment will be released on satisfactory completion of entire Supply as specified and final acceptance of the equipments by consignee. Further the contractor/supplier/firm should submit the all bank details such as:
   a. Name of the Bank and Branch
   b. Account Number
   c. IFC code and MICR Code
   along with their bill for online payment (if possible, a Photostat copy of the cheque leaf may be enclosed).

14. 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 modification 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, by at the liberty to forfeit 50% of the Earnest Money as aforesaid.

15. Both your PAN- permanent income tax account number and income tax circle & your TIN-Tax identification number and the tax circle should be definitely indicated in your quotation in addition to GSTIN number.

16. After Sales Service and Training:
The tenderer must furnish complete details of after sales service arrangement including training to be provided in respect of the equipment. After sales service arrangements should include details of infrastructure facilities available in the country. The training should be made available free of cost at sites. Failure to give this information, will lead to automatic rejection of the offer, without any reference to the Bidder.

17. Unsolicited Post Tender Modification:
In case certain clarifications are sought by this Organization after opening of tenders, then the reply of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies his Bid (including a modification, which has the effect of altering the value of his offer) after the closing date without specific reference by this Organization shall render the bid liable to be ignored and rejected without notice and without further reference to the Bidder. Canvassing in any form by the Bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the Bidder.

18. Clarification in respect of incomplete offer:
This Organization has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organization to seek clarification in respect of incomplete offers. Prospective Bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the tender. Bids not complying with this Organization’s requirements may be rejected without seeking any clarifications.

19. Replacement/Rectification:
In the event the stores supplied are found to be defective, the supplier will have to take back the defective materials at his own cost and replace the defective Stores free of charge without loss of time. The supplier will not be entitled to dispose of the Store Equipment / Material given for replacement / rectification without the prior permission of this Organization. All charges concerned with the rectification including freight charges will be borne by the supplier.

20. RIGHT OF ACCEPTANCE: 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 service 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. This Organization also reserves to itself the right to accept any tender in part or split the order between two or more bidders. All Quotations/Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to
be reject. 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.

21. 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.

22. LANGUAGE/UNITS:
All information supplied by the Tender & all markings, notes, designation on the drawings & associated write-ups shall be in “English/Hindi language” only all dimensions, units on drawings, all reference to weights, measures & quantities shall be in SI.

23. Eligibility Criteria: Bids should be from actual manufacturers. Bid from sole selling agents / authorized distributors / Authorized dealers/ Authorized contractors can also be considered provided such bids are accompanied with necessary supporting documents / authority letter from concerned actual manufacturers who authorized them to market their products, provided further, such an authority letter is valid at the time of bidding. The supplier / contractor shall ensure that the required warranty cover is provided by the original manufacturer of the product.

The tender should attach documentary proof (mini. 1 certificate) for having successfully completed supply of Spares for 6 KW RVR Make FM transmitter Model TXF-0161 and 1 KW RVR Make FM Transmitter Model No. TX01KSS/NR2E. The tender without qualification certificate and authorization letter from the manufacturer will be rejected on date of opening without further intimation.

24. 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 (Maximum 2 months after the normal delivery period), the contract will be automatically treated as terminated, unless otherwise extended in writing and the security deposit will be forfeited.

b. Purchase or authorize the purchase elsewhere on the account and 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 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 other 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 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 purchaser or if there is agreement, to purchase, such agreement is made in case of failure and ion 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 5% 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 /STC/SETC will be deemed to have carried out only when all its components parts are also delivered. If certain components of stores are not delivered in the time /SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the parts are also delivered.

25. ARBITRATION OF CONTRACTUAL DISPUTES:
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 arbitrators shall be the International centre for Alternative dispute resolution.
The international center for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rule 1996
A) The number of arbitrators (s) shall be one who has legal as well as Technical Background.
B) The Place of arbitration proceeding shall be Mumbai only.

26. Tenderers are requested to fill the check list duly filled in as per proforma provided on the website. Incomplete check list or non compliance may result in rejection of the Tender.

Ravindra Goyal
Director (E)
For Additional Director General (E)(WZ)
Tel. No. (022) 22031351/22031397/22031415 Extn. 216
Email ID- mumbai.cewz@gmail.com
GENERAL TERMS AND CONDITIONS FOR WORK ORDER

1. NAME OF PURCHASER : PRASAR BHARATI

2. PAYING AUTHORITY
The Additional Director General (E-WZ), All India Radio & Doordarshan, Mumbai

3. PAYMENT TERMS
100% Payment will be released on satisfactory completion of Supply as specified and handing over.

4. BILLS
All the supplies and works shall be in conformity with the order and the entire part bills shall be prepared in quadruplicate in the same format as that of the supply order. All those part bills shall be submitted to the consignee for necessary and onward transmission to the paying authority.

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).

5. DISPATCH 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 good 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 material at his own risk.

7. INSPECTION
The material will be inspected at manufacturer's workshop. 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.

8. INSURANCE:
The contractor shall arrange for the insurance covering the risk during transit storage and installation till commissioning. The contractor shall take insurance for his men while working at AIR site against any accident, death, etc. Similarly equipments, instruments, tools etc. belonging to the contractor shall be insured against damage, loss, theft etc. All the charges for such insurance shall be borne by the contractor.

9. ADDITIONAL QUANTITIES
The purchaser reserves the right to place order for additional quantity up to 100% of the ordered quantity at the same rates and terms and condition during the currency of the contract.

10. PENALTY FOR DELAY
If the contractor is unable to complete the supply within the stipulated time limit the purchaser may at his option allow such additional time as may be considered justified with or without penalty and without altering terms and conditions of the order In the event of failure of the contractor to complete the supply 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 5% of the total contract price.
11. CONDITIONS OF CONTRACT:
   a. DGS & D-68 (Revised) and DGS & D-71 as amended up to date. However such of these conditions stipulated on this tender shall super cede corresponding conditions in DGS & D-71.
   b. The contractor shall submit the duplicate copy work 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 obligation under the contract the contractor shall satisfy the condition laid down under contract labour (Regulation and Audition) Act 1970 and (Central) Rule 1971 as amended from time to time and observe all formalities required as per the said act /Rule The supplier shall also observe the provision under minimum wages act 1948 (central Rule 1950 amended from time to time while engaging labour.

13. ARBITRATION OF CONTRACTUAL DISPUTES:
If dispute arises out of in connection with the contract or in respect of any define legal relationship associated therewith or derived there from the parties agree to submit that dispute to arbitration under ICADR Arbitration Rule, 1996.
The authority to appoint the arbitrator(s) shall be 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 proceeding shall be Mumbai.

14. Force Majeure:
   a. If any time during the continuance of the contract the performance in while 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, fire floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god (therein after restriction refer to as events and provided notice of happenings of any such eventuality is given by the contractor within 21 days from the date of occurrence thereof, the purchaser shall by reason of such event, neither be entitle 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 even 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 prices all unused un-damaged and acceptable material bought out components and stores in course 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.

15. 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.

Ravindra Goyal
Director (E)
For Additional Director General (E)(WZ)
Tel. No. (022) 22031351/22031397/22031415 Extn. 215
Email ID- mumbai.cewz@gmail.com
## Annexure I

### Bill of Material (BOM)

<table>
<thead>
<tr>
<th>Sr No</th>
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<th>Qty. Required</th>
<th>Rate</th>
<th>Amount</th>
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<td>1</td>
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<td>32 Nos</td>
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</table>

## Annexure II

### Technical Compliance

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Technical compliance by Tenderer (Mention Make and other technical Specifications)</th>
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<tbody>
<tr>
<td>1</td>
<td>MOSFET D1040UK</td>
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<tr>
<td>Sr. No.</td>
<td>Checklist point</td>
<td>Compliance by Tenderer Yes/No</td>
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<td>--------------------------------------------------------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Earnest Money Deposit (EMD) Demand Draft</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Registration of firm with NSIC for exemption of EMD</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Copy of PAN Card</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of GST Registration</td>
<td></td>
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<tr>
<td>5</td>
<td>Eligibility Criteria, documentary proof of having completed similar type of work/ supply.</td>
<td></td>
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<tr>
<td>6</td>
<td>Technical leaflets/manual for the make and model being offered</td>
<td></td>
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<tr>
<td>7</td>
<td>Technical compliance statement to technical specifications (Page No10)</td>
<td></td>
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<tr>
<td>8</td>
<td>Full details of after sales service capability with location of service centers across the country</td>
<td></td>
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<tr>
<td>9</td>
<td>Technical Specifications: Deviations in case of noncompliance (format on Page 15)</td>
<td></td>
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<tr>
<td>10</td>
<td>Copy of Registration of firm / concern / incorporation certificate as applicable</td>
<td></td>
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<tr>
<td>11</td>
<td>Whether the OEM’s Authorization letter enclosed</td>
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<tr>
<td>12</td>
<td>Whether all pages of the tender submitted are signed stamped</td>
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<tr>
<td>13</td>
<td>Whether firm has submitted Certificate the stating that the firm has not been blacklisted by any government organization</td>
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APPENDIX-1

BID SUBMISSION FORM AND AGREEMENT

Tender. No. ADG (E-WZ)/37(2)/2019-20/M/IEBR (METP)/04

The Additional Director General (E)(WZ),
All India Radio & Doordarshan,
MUMBAI– 400020.

Dear Sir,

1. I/We hereby offer to supply the stores detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till 180 days after opening of commercial bid. I/We shall be bound by the communications of acceptance dispatched within the prescribed time.

2. I/We have understood the "Instructions to Bidders", specifically the instructions to the bidders in the booklet DGS&D-229 and accepted the "conditions of contract" and specifically the conditions of the contracts as contained in DGS&D-68 (R) for Supply/SITC/SETC and have thoroughly examined the specifications, drawings and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following pages appendix 2 to Appendix 8 has been added to and form part of this tender.

Yours faithfully,

Signature
Address
Date

Signature of witness
Address
Date
To
Additional Director General (E) (WZ),
All India Radio & Doordarshan,
Old C.G.O. Bldg, 3rd floor,
101, M. K. Road, Mumbai -20

Sir,

Deviations from Technical Specifications, and Terms and Conditions of the Tender

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Tender Document Clause</th>
<th>Technical Specification or terms and conditions in the Tender document</th>
<th>Deviation offered</th>
<th>Reasons and whether deviation adds to the operational efficiency in case of the systems</th>
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Note:

i. Above information in detail should be furnished separately for each of the items offered

ii. Also in case of deviations from any of the terms and conditions of the tender.

iii. If any deviations from the technical specifications are warranted, reasons for such variations should be specified and

iv. Whether such variations add to improvement of the overall performance of the systems, if any, should be specifically mentioned and supported by relevant technical documentation as required above.

Signature Date:
(Name & Designation)
(Commercial Deviations)

Bidders Name & Address:

To
The Additional Director General (E) (WZ)
All India Radio & Doordarshan,
Old C.G.O. Bldg, 3rd floor,
101, M. K. Road, Mumbai -20

Sir,

Sub: Procurement of MOSFET D1040UK for R & S make F M Transmitters at AIR Stations in West Zone

Ref: your enquiry no: ADG (E-WZ) 37(2)2019-20/M/IEBR/METP/ 04 dated

The following are the Commercial Deviations and variations from and exceptions to the specifications and documents for the subject package. These deviations and variations are exhaustive. Except for these deviations, the entire work shall be performed as per your specifications & documents.

<table>
<thead>
<tr>
<th>Clause Ref./ Page No.</th>
<th>As specified in the specification</th>
<th>Commercial Deviation and variation to the specification</th>
<th>Withdrawal price in Rs.</th>
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Date: (Signature)…………………………
Place: (Printed Name) ......................
       (Designation) ..........................
       (Company Seal) ...............
### BIDDERS PAST SUPPLIES PROFORMA

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<th>S1. No.</th>
<th>Name &amp; Address of client</th>
<th>Period from………To……….</th>
<th>Description of stores / works in details</th>
<th>Total quantity supplied successfully</th>
<th>Remarks</th>
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**NOTE:** Certificate from clients to be scanned and uploaded along with this proforma.
APPENDIX-5

BIDDERS INFORMATION PROFORMA

Bidder must give specific answers against each of the following questions.

Tender. No. ADG (E-WZ)/37(2)/2019-20/M/IEBR (METP)/04

Due for opening of Technical bid ---------------------

1. Whether stores offered conform to specification at Annexure II if not, details of deviations must be stated here.

2. Date by which delivery of stores / execution of work can be completed.

3. Business name and constitution of tendering firm. Is the firm registered under?
   (i) Indian companies Act, 1913.
   (ii) The Indian Companies Act, 1932/1956
   (iii) Any other Act, if not who are owners?
   (Please give a full name).

4. GST Registration Number

5. PAN No / TIN No.

6. Annual turnover for last 3 years.

7. Present worth of tendering firm.

8. Fax No.:

9. E-mail :

Copies of Certificates for the above should be enclosed, failing which the Tender may not be considered.

Signature of Bidder
Manufacturer’s Authorization Form (MAF)

Ref: No. ____________ dated______________

To

Additional Director General (E) (WZ),
All India Radio & Doordarshan,
Old C.G.O. Bldg, 3rd floor,
101, M. K. Road, Mumbai -20

Dear Sir,

Tender Reference _____________________

We ______________________________________ who are established and reputable manufacturers of _____________________ having factories at ______________ and ______________ do hereby authorize M/s ____________ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,

Authorized Signatories
(Name & Designation)

Date:

for and on behalf of M/s____________
(Name of manufacturers)

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

To
Additional Director General (E) (WZ),
All India Radio & Doordarshan,
Old C.G.O. Bldg, 3rd floor,
101, M. K. Road, Mumbai -20

Sir,

Name of the Vendor ___________________________________________

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<tr>
<th>Sl. No</th>
<th>Place</th>
<th>Own Office/Franchise</th>
<th>Postal Address</th>
<th>Contact Person &amp; Contact details</th>
<th>Number of Engineers</th>
<th>Service Facilities available. (Describe in detail )</th>
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Signature (Name & Designation)

Date:

(Note: This letter of authority should be on the letter-head of the manufacturing Concern and should be signed by a competent person of the manufacturer)
CERTIFICATE FROM THE VENDOR STATING THAT THE COMPANY HAS NOT BEEN BLACKLISTED BY ANY GOVERNMENT ORGANIZATION

To,
Additional Director General (E) (WZ),
All India Radio & Doordarshan,
Old C.G.O. Bldg, 3rd floor,
101, M. K. Road, Mumbai -20

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______________.
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 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).

7. We ............................ lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing

8. This Guarantee shall be valid up to ......................... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs ................. (Rupees .................. only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the ......................... day of ......................... For .................................

(Indicate the name of the Bank)

(Note: This EMD bank guarantee certificate should be prepared on a non judicial stamp paper of Rs. 100/-)
Interested Bidders are required to follow the below steps for submitting their offers

1. Bidding document may be downloaded from below mentioned web sites:
   - https://www.tenderwizard.com/PB
   - https://eprocure.gov.in
   - https://allindiaradio.gov.in

2. **E-Bids are to be submitted on the e-tender portal** [http://www.tenderwizard.com/PB](http://www.tenderwizard.com/PB)

   To participate in the e-bid submission, it is mandatory for the Bidders to have user identification number & password (collectively referred to as the “ID and Password”) which has to be obtained in Bidder’s own name by submitting an annual registration charges of Rs. 2247/- (Rupees Two Thousand two hundred Forty Seven Only) to M/s ITI Ltd. The registration obtained, as mentioned above shall be valid for one year from date of its issuance and shall subsequently be got renewed.

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

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

5. **Address & contact details of E-tender Service Provider** is given below:
   M/s ITI Ltd, Tender Wizard Helpdesk
   B-1/5A, 2nd Floor, Main Nazafgarh Road
   Near Janapuri Metro Station (East)
   Janapuri New Delhi- 110058
   (E-Mail: twhelpdesk680@gmail.com, twhelpdesk605@gmail.com, twhelpdesk381@gmail.com),
   (Ph No: 011-49424365.)

6. Bids can be submitted only during the validity of their registration.

7. The amendments/clarifications to the bid document, if any, will be hosted on the e-tendering website/e-portal viz. [http://www.tenderwizard.com/PB](http://www.tenderwizard.com/PB)

8. If the firm/Consortium is already registered with e-tendering portal viz. [http://www.tenderwizard.com/PB](http://www.tenderwizard.com/PB) and validity of registration is not expired, the firm consortium is not required to obtain fresh registration.

9. Bidders are advised to upload their Bids well in time, to avoid last minutes rush on the server or complications in uploading. Department , in any case, will not be responsible for any type of problem in uploading the Bid.

10. Bidders have to upload the scanned copy of below mentioned documents before the last date & time, on the e-tendering portal. The compliance of same is to be submitted in checklist table. However, certified copy of all the scanned and uploaded documents as specified
have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week Physically in the office of tender opening authority.

- Earnest Money Deposit (EMD) Demand Draft
- **The following undertaking regarding deposition of EMD shall also be uploaded by the intending bidders:-**
  “The Physical EMD shall be deposited by me/us with the Additional Director General (E)(WZ) All India Radio & Doordarshan Mumbai calling the tender in case I/we become the lowest tenderer within a week of the opening of financial bid otherwise department may reject the tender and also take action to withdraw my/our enlistment.”
- PAN Card
- TIN Card, and VAT or C.S.T registration certificate
- Service Tax Registration No.
- Eligibility Criteria - Documentary proof of having completed similar type of work/ supply. Such as copy of Enlistment Order and certificate of work experience
FAQs on Vendor Registration

1. Is registration compulsory on e-Tendering portal?
   Yes. Registration is compulsory on e-Tendering portal.

2. How do I register on e-Tendering portal?
   Go to Client Department URL, fill up online form using “Register Me” link. You can enter your preferred USER ID and system will provide with password which will be initially be in disable state. Once your registration fee is received by the service provider, the same will be enabled and communicated to you through Phone / email along with necessary document.
   ELSE
   Send mail to the Help Desk email id in the “Contact Us” Link along with the appropriate documents and you will get the user id and password within 24 hours.

3. What documents should I upload during registration, in case of online registration?
   At the time of Vendor registration, you need to scan the copy of the registration certificate or any other supporting documents and upload to the system along with one requisition letter.

4. Do I get confirmation mail after registration?
   Yes. All successful Vendors will get email communication. Please check your email account as provided by you during registration. After registration, you can also modify / update the E Mail address through “Modify Profile” link.

5. Can I update my registration information?
   Yes. You can modify / update the registration information after log-in under “Modify Profile” link.

6. How frequently should I change / modify my Password?
   The Password has to be changed every 3 to 4 months. (It can be changed, after log-in using “Modify Password” link)

7. When I log-in, it says ‘Log-in failed. Contact Administrator’. What should I do?
   If ‘log-in failed, contact administrator, means Password may be entered wrong or it may be disabled, so it has to be enabled. You may request for a new password from the eTender Help desk, who will then authenticate your request and issue a new password.

8. Renewal of Registration
   When the Registration validity is nearing expiry, an alert message is displayed at log-in time. The alert message is displayed 30 days in advance from the end of validity period. Vendors should steps to renewal their Registration and send the renewal fees by DD / NEFT to the e-Tender Help Desk.

FAQs on Digital Signature Certificate (DSC)

1. Do I need Digital Signature Certificate (DSC) during registration process?
   Yes. Class-3 Digital Signature Certificate is compulsory for all the vendors to participate in the e-tendering system. Check with the Buyer Department regarding the guidelines stipulated for use of Digital Signature Certificate.

2. Where do I buy the Digital Signature Certificate (DSC)?
   Digital Signatures can be obtained from any of the Controller of Certifying Authority, India. (refer to the CCA site www.cca.gov.in) If you have already obtained the certificate, then log-in with e-Token having DSC. The certificate number will be automatically updated in your profile during your first login. Alternatively, send the Certificate Serial Number to our representative with authenticated documents to update your profile with the DSC serial number.
3. How do I get the application form and how much should I pay for Digital Signature Certificate?
   It is available in the homepage of our portal. Call any of the helpdesk numbers from the website to get more details.

4. How do I update the digital signature certificate number to my user id?
   Send a mail to our local representative. Mention your company name, user id and digital signature certificate number for easy and immediate reference.

5. I am displayed an error “Authentication Failed” during login, what do I do?
   a. Firstly, the above error might occur when your Digital signature certificate number is not integrated to your user id. In that case, send a mail to our local representative mentioning your company name, user id and digital signature certificate number to update the same.
   b. Secondly, to use any of the digital signature certificate, you need to enable all the ActiveX controls in your browser. In internet explorer, go to Tools >> Internet options >> Security >> Internet >> Custom Level and enable all the ActiveX controls and submit. Close the browser and open once more and try to log in.
   c. Even then you are not able to login, please call our helpdesk to attend the same.

6. What is this DSC password that is given along with the e-Token?
   The eToken has one unique password to access the DSC certificate. For PKI Login, the Vendor has to enter this password. If the Vendor forgets the password, the token will be automatically blocked for security reasons.

7. Is there a separate password for the hardware e-Token?
   There is no separate password for e-Token hardware.

8. If I forget my DSC password or initialize the e-Token, what should I do?
   If DSC Password is misplaced OR e-token is initialized, the Vendor cannot access the certificate. You have to apply for a new DSC and update the same in the e-Token. Contact the help desk for support.

What is an e-Token?

1. The e-Token contains a smart card-like chip. Users can use it to store a variety of personal information, such as user names, passwords, cryptographic keys, licenses, credentials or other data.

2. Users cannot duplicate information on the e-Token. This means you can use it to store credentials that grant access to Internet services with confidence that the access will not be shared.

3. What is stored in e-Token?
   The individual's DSC is stored in the e-Token. This is done by the Registration Authority who has processed your application and installed the .PFX file to the e-Token. At any point of time, only one individual DSC can be stored in e-Token.

4. How to install the eToken drivers?
   There are different brands available in the market. Most popular are Alladin, Athena, Rainbow. The manufacturer provides the drivers to recognize the e-Token in the user’s computer. Insert the Installation CD in your CD drive and follow the instruction. When prompted to inserted the e-Token, then insert the e-Token in the USB Drive and proceed.

   Some basic activity to be done include –
   a) Adding the e-Procurement portal as trusted site
   b) Enabling the Active X controls in the Internet Explorer Browser
   c) Installing the Root and Chain Certificates of the CCA (provided in the CD)
   For detailed help, pls refer PKI Installation guide in Help section.
5. Care instructions for handling your e-Token
   a. Do not try to format or initialize the e-Token because this will result in loss of the Digital Certificate.
   b. The DSC in the form of .PFX file is installed on the e-Token. This cannot be copied or backed up elsewhere.
   c. The RA provides you a default password at the time of issue. You are advised to modify the password. Take care to remember the modified password when you use the same for e-Procurement activity.
   d. More than 3 failed attempts using wrong password will disable your e-Token. The DSC can never be retrieved. You will have to apply for a fresh Digital Certificate that will take minimum 3 days.

FAQs on Tendering Activity

1. How do I know that a tender is published?
   You can find the same through “Tender Free View” link.

2. Do I pay for the tender documents?
   a) Check with the Buyer department. Few departments insist Vendors to remit the cost towards Tender Form Fee and then obtain the tender documents.
   b) Some departments allow you to download the tender documents at the time of online request itself. Initially all the tender documents are issued free of cost, but while submitting the tender, you need to enter the DD details of Tender form fee, e-tender processing fees, wherever applicable.

3. How do I submit my tender to the department?
   The tender documents can be downloaded from the e-Tendering portal. You can fill the tender documents along with EMD and submit online along with the scanned certificates required for the tender.

4. Can I download the drawings related to the tender if any?
   Yes. Since drawings are part of the tender documents, while downloading the tender documents, these drawings can also be downloaded.

5. How do I view the drawings related to the tender if any?
   Drawings will be usually uploaded in the .JPEG or .GIF format which can be viewed in MS paint.

6. How do I submit the EMD?
   BG/DD taken for EMD is scanned and should be attached to the tender during submission. The originals should be handed over to the department before tender opening.

7. How do I upload and attach my additional certificates to the tenders?
   You can upload all your certificates or documents through “General Documents” link. This link acts as a library where you can store any number of documents/certificates at any point of time. These certificates can be attached to any number of tenders (for attaching the file through “General Document” link, see help file).
   In case you are facing any problem of not uploading the general documents, then open your image file in MS Paint, go to Image >> Stretch/Skew >> Reduce the size of the image to 50% >> save image and then try to upload the same.

8. How do I confirm my tenders are submitted without any problem?
   Once you submit your tender, you will be provided with an acknowledgement along with token number, time stamp and list of submitted documents which confirms that your tender has been successfully submitted in the portal.

9. Can I resubmit the tender repeatedly till the tender submission or closing date?
   Check with the Buyer department. If the multiple submission facility is allowed, then you can submit the tender any number of times till the tender submission or closing date.
10. If I change my bid after initial submission, do I need to click “submit” button once again?  
   Yes. Whenever you change your submitted bid, you should click “Submit” button compulsorily to 
   attach the fresh bid to the tender. If you fail to do so, the previously attached bid will be valid 
   and taken for evaluation.

11. How will I come to know that my bid has been opened? 
   On the opening date, you can login and see the tender opening process.

12. How should I confirm my tenders are not opened by any third party before the 
   date of opening? 
   The system does not allow your bids to be opened before the due date specified in the Tender 
   Schedule. The Tender Inviting Authority is given the rights to open the tender using his valid 
   digital signature certificate in eToken.

13. Can I view the proceedings of opening of technical bid? 
   Once the tender is opened, you will view and download the competitors bid sheets under the ‘Edit 
   Attachment’ screen.

14. Can I refer to my tender documents submitted to the departments? 
   Yes. All the submitted documents can be viewed through “Tender Document” screen in your 
   login.

15. How much space is provided to me for storing my documents online? 
   Presently there is no restriction on storing capacity. Preferably, it is advised to have around 100 
   documents in the General Documents Library. Old records may be archived for convenience.