

प्रसारभारती
(भारतका लोकसेवा प्रसारक)
INDIA'S PUBLIC SERVICE BROADCASTER
DOORDARSHAN KENDRA MUMBAI
(PANDURANG BUDHKAR MARG, WORLI, MUMBAI-400 030.)

No. EP NIT 17 EI(ES) 2(4) DKM/2020-21

Date: 24/11/2020

To:

INVITATION TO BID

Notice inviting Quotations for "Comprehensive AMC for Tyrone NAS Storage For the period of One year (Jan 2021 to December 2021) at DDK Mumbai (As per Scope of Work Annexure -2)

| | | |
|----------|---|---|
| 1 | Tender No. | EP NIT 17 EI(ES) 2(4)/ DKM/2020-21 DT 24.11. 2020 |
| 2 | Description and supply of stores/works | Comprehensive AMC for Tyrone NAS Storage For the period of one years (Jan 2021 to December 2021) at DDK Mumbai (As per Scope of Work Annexure -2) |
| 3 | Tender Document to be submitted offline to | Assistant Engineer (Engg.Stores) 1 st Floor, Old Building Doordarshan Kendra Mumbai P.B. Road, Worli, Mumbai PIN- 400 030 |
| 4 | Delivery Period | AMC for the period of 1 year from the date of issue of Work order . |
| 5 | Tender (Form) Fee | Nil |
| 6 | Earnest Money | The form of BID SECURING DECLARATION to be filled and submitted along with the BID |
| 7 | Estimated cost | Rs. 98000/- (Rupees Ninety Eight Thousand Only) |
| 8 | Bid Validity | 180 days from the date mentioned in S.N. 16 |
| 9 | Warranty | Required as per GTC clause S. No. 12 of tender document. |
| 10 11 | Performance Security Deposit | Required as per clause 4(B) of tender document. |
| | (i) Amount | 3% of the order value in form of FDR / Bank Guarantee. |
| | (ii) Validity | 60 (Sixty) days beyond AMC period |
| | Eligibility | At least one certificate of similar AMC/Supply/services providing authorisation by OEM/ authorised dealer/service provider. |
| 12 | Correspondence Address | Assistant Engineer (Engg. Stores) 1 st Floor, Old Building Doordarshan Kendra Mumbai P.B. Road, Worli, Mumbai PIN-400 030 |
| 13 | Paying Authority | Deputy Director General(E), Doordarshan Kendra, Worli, Mumbai , 400 030 |
| 14 | Date of Pre Bid Meeting | 03.12.2020 at 1100 hrs |
| 15 | Last Date & time of submission of Tender offline | 14.12.2020 at 1400 hrs |
| 16 | Opening Date of Tender | 14.12.2019 at 1500 hrs |

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(PANDURANG BUDHKAR MARG, WORLI, MUMBAI-400 030.)

No. EPNIT 17 EI(ES) 2(4)/DKM/2020-21

Date:24/11/2020

Notice inviting e-Tender for "Comprehensive AMC for Tyrone NAS Storage For the period of One year at DDK Mumbai (As per Scope of Work Annexure -2)

Dear Sir,

On behalf of President of India, tenders in **Single-Bid** system are invited for the following supply / work as mentioned below:

| Sr.No | Description of Stores / Works |
|-------|--|
| 1 | " Notice inviting e-Tender for "Comprehensive AMC for Tyrone NAS Storage For the period of One year at DDK Mumbai (As per Scope of Work Annexure -2) |

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

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

Note 2: Bidders are requested to also go through **Scope of Work –Annexure 2** for General Conditions and Technical Specifications involved in Work.

- The quotation should specifically mention **make, type of the items, delivery date, terms and condition of supply/works**. The prices given should be firm and as under.
 - The prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account.
 - The 'Unit' Price should be for the Unit as indicated in the tender enquiry.
 - Prices quoted should be for F.O.R. Station of destination in India and Inclusive of charges as packing customs, etc., wherever applicable.

The quotation should specifically mention rates for supply & taxes separately.
- For **imported items F.O.B. rates** should be obtained from the authorized Dealer/supplier and mentioned in Indian rupees.
- 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.
- For proprietary purchases authorization certificate from the OEM shall be attached if applicable.
- The tender shall consists of namely:
 - EMD:** The form of **BID SECURING DECLARATION (Annexure 3)** to be filled and submitted along with the BID
 - SECURITY DEPOSIT:** the successful Tenderer shall furnish the Security Deposit within 2 weeks after placement of order at the rate of **3% of the Order Value, failing which the EMD will be forfeited automatically, to Prasar Bharati, without any notice.** The security deposit shall be furnished in the form of FDR/ Bank Guarantee drawn in favour of **IPSB,Doordarshan Kendra Mumbai** which should be valid for a period of 365 days beyond the Guarantee/Warranty period. If 3% security Deposit is not submitted in advance, it will be deducted from the final bill submitted by the firm. The Security Deposit will be returned in full on completion of successful Guarantee/Warranty Period.
- TAXES:**
 - GST No is mandatory to be quoted in quotation / Tender/Bills/Invoices without which tender is liable for rejection. The amount GST should be shown separately in their quotation/invoices.
 - All the revised rules and regulations for GST are to be strictly followed.**
- Printed terms and conditions of tendering firms will not be considered as forming parts of their tender. **However firm shall mention the acceptance of all the terms & conditions in their tender separately.**
- Before submission of his offer, the Tenderer is advised to go through tender documents carefully and ascertain his scope of work. **The tenderer must visit the site and obtain the details required for the said work** before submission of their offer. He is also advised to go through other details like location and accessibility inside the room for smooth execution of work . Tenderer shall check the basic scheme, convince himself of its workability and confirm the same in his offer.
- Commissioning Spares-The tenderers shall include in his quotation all spares required for AMC for its efficient operation and satisfactory performance in accordance with guarantee. The successful tenderers shall be responsible for having the required items at site in sufficient quantities before commencement of the start-up operation.
- Standards – The components of all equipment shall be designed, manufactured, assembled and tested in accordance with the latest revisions of relevant standards published by the bureau of Indian Standards wherever applicable. Where suitable Indian Standards are not available, other International standards such as BS, ASTM, ANSI, ASME, DIN may be adopted with the prior approval of the purchaser. Necessary compliance certificate for the respective standards may be submitted for the successful tenderer. The equipment shall also conform to the latest Indian Electricity Rules as regards safety, earthing and other essential provisions like noise level, vibration control etc specified therein for installation and operation of electrical equipment and plants. The accepted makes of equipments and material shall be as per **Scope of Work - Annexure 2.**
- The contractor/supplier shall make his own arrangement for storage of all equipments and Materials bought to site from time to time and their safe custody at site till they are taken over by the indenter/his representative. The contractor / supplier shall make his own arrangement for providing accommodation for his workmen at site.
- The contractor shall make his / her own arrangements for procuring necessary labour, skilled and unskilled. He should confirm to all local government laws and regulations covering labour and their employment.
- The contractor and his employees shall comply with the regulation in force for Controlled entry into premises where work is being carried out.
- Contractor liability for damage caused during installation work and Imperfections noticed:**

If the contractor or his / her workmen or servants shall break, deface, injure or destroy any part of the building in which they may be working or building road kerb, fence, enclosure, water pipe, cable, drain, electric or telephone posts or wires, trees, grass or grasslands or any Technical Equipment in the premises on which the work or any part of it as being executed, or if any defect, shrinkage or other faults appear in the work the contractor shall make good at his / her own expense, or in default, the 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.

15. 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.
16. While engaging labour for carrying out obligations under the contract, the contractor shall satisfy the conditions laid down under contract labour (Regulation and Audition Act 1970 and (Central) Rules 1971 as amended from time to time and observe all formalities required as per said Act/Rules. The contractor shall also observe the provision under Minimum Wages Act 1948 (Central) Rules 1950 amended from time to time while engaging labour.
17. The contractor shall indemnify and hold harmless the purchaser against all claims in respect of injury to any person howsoever arising out of the work in the course of such installation. The contractor shall discharge his entire obligation under the Indian Workmen Compensation Act in as far as it affects workmen in his Employment.
18. **DELIVERY PERIOD:** The work of Comprehensive technical support for one year is to be carried out at DDK Mumbai as per terms and conditions, from the date of placement of order.
19. **Submission of Bid Documents:** Copies of all the documents along with EMD Bid security declaration should be submitted in a sealed cover addressed to **The Deputy Director General(Engineering),Doordarshan Kendra Mumbai**, by name, so as to reach on or before **14/12/2020, 1400 HRS** at below mentioned address:
ASSISTANT ENGINEER (ENGG.STORES)
DOORDARSHAN KENDRA MUMBAI
PANDURANG BUDHKAR MARG,
WORLI, MUMBAI - 400 030.

THE COVER SHOULD BE SUPERSCRIBED WITH THE FOLLOWING:

- a. **Purchases for which bid is enclosed.**
 - b. **Reference to letter of enquiry.**
 - c. **Due date of opening of the bid.**
20. **Opening of Bid Documents:** The **bid** will be opened in this office on **14.12.2020 at 15:00 HRS** in the presence of tenderers or their agents such as they may choose to attend.
 21. **QUOTATIONS NOT PROPERLY SUPERSCRIBED WILL NOT BE CONSIDERED.**
 22. **Bid Validity:** The quotations submitted shall remain open for acceptance for a period of **180 (One hundred eighty) days** from the date of opening of the Tender. If any Tenderer/Suppliers withdraws his Tender/Quotation before the said period or makes any modifications in the Terms & Conditions on the Tender/Quotation which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at the liberty to forfeit 50% of the Earnest Money as aforesaid.
 23. Both your **PAN - Permanent Income Tax Account Number** , your **GST Number and tax circle** should be definitely indicated in your quotation.
 24. **RIGHT OF ACCEPTANCE:** The undersigned reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever. Reasons for rejecting a tender to the bidder will be disclosed where enquiries are made by the bidder. Further, the undersigned reserves himself the right to increase or decrease upto **50%** of the quantity of goods and services specified in the schedule of the requirement without any change in the unit price of the order quantities or other term conditions at the time of award of contract. All Quotations/Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The competent authority on behalf of Prasar Bharati reserve himself the right of accepting the whole or any part of the Tender shall be bound to perform the same at the rate quoted.
 25. 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.
 26. **LANGUAGE/UNITS:** All information supplied by the Tenderer & all markings, notes, designation on the drawings & associated write-ups shall be in "**English/Hindi language**" only. All dimensions, units on drawings, all references to weights, measures & quantities shall be in MKS.
 27. In case this is second enquiry, your Quotation in response to the first enquiry should be presumed to be valid up to 180 days from the last date mentioned in **para 19** above unless we hear from you.
 28. **ELIGIBILITY CRITERIA:** The OEM or its authorized dealer/supplier/services provider can participate in tender. The tenders without this documentary proof of authorization will be rejected. The vender should has atleast one similar experience of AMC/Supplies/Services in last 3 years.
 29. The tenderer shall satisfy the Purchaser that he possesses the necessary suitable facilities and staff to ensure quality and timely completion of work. The tenderer shall furnish necessary particulars in this connection with the tender.
 30. **FAILURE AND TERMINATION CLAUSE:** Time and date of delivery shall be essence of the contract. If the Contractor/Supplier fails to deliver the stores/execute SITC/SETC, or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the purchaser may without prejudice to any other right or remedy, available to him to recover demurrages for breach of the contract:
 - a. Recover from the Supplier/Contractor as agreed, liquidated demurrages including Administrative expenses and not by way of penalty, a sum equivalent to 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof (this is an agreed, genuine pre-estimate of demurrages duly agreed by the parties) which the supplier/contractor has failed to deliver thereof is accepted after expiry of the aforesaid period, provided that the total demurrages so claimed shall not exceed 10% of the contract price of the stores/SITC/SETC. After full period of extension, termination of the contract will be considered by the Organization.
 - b. Purchase or authorize the purchase elsewhere on the account and at the risk of the contractor/supplier, of the stores not so delivered/SITC/SETC not carried out or other of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the contractor/supplier without cancelling the contract in respect of the installment not yet due for delivery or Cancel the contract or a portion thereof by serving prior notice to the Contractor/Supplier and if so desired purchase or authorize the purchase of the stores not so delivered/SITC/SETC not carried out, or others of a similar description (where stores not delivered/SITC/SETC not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily procurable) at the risk and cost of the Contractor/Supplier. If the Contractor/Supplier had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest, where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be in the discretion of the

purchaser to exercise his discretion to collect or not, the Security deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.

- 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.
 - d. It may further be noted that clause (a) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order, from the bill for payment of the cost of materials / works submitted by the supplier / contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated demurrages amount.
 - e. Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered / SITC / SETC will be deemed to have been carried out only when all its components, parts are also delivered. If certain components of stores are not delivered in time/SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the missing parts are also delivered.
31. 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.
32. **The L1 will be decided on the basis of consolidated total price including taxes. Bidders are requested to go through "Annexure-1" for "General Instructions to Bidders" and a "List of Mandatory Documents" for the submission of Bid. The bidder must visit the site to assess the amount of work involved before submitting the bid.**
33. **There shall be a pre-bid meeting on 03.12.2020 ; 1100 hrs at Doordarshan Kendra Mumbai. Worli 400030.**

GENERAL TERMS AND CONDITIONS FOR SUPPLY/WORKS

1. **NAME OF PURCHASER:** Dy Director General(E) DDK Mumbai
2. **PAYING AUTHORITY :** Dy Director General(E) DDK Mumbai
3. **PAYMENT TERMS:**

Payment will be made **QUARTERLY** after satisfactory completion of works as specified and handing over. Further the contractor/supplier/firm should submit all bank details such as;

 - a. **Name of the Bank**
 - b. **Branch**
 - c. **Account Number**
 - d. **IFSC**
 - e. **MICR**

along with their Bill/Invoice for online payment (if possible, a Photostat copy of the cheque leaf may be enclosed).
4. **BILLS:** All the supplies and works shall be in conformity with the order and all the bills shall be prepared in quadruplicate in the same format as that of the Supply Order. The bills shall be submitted to the consignee for necessary certificates and onward transmission to the paying authority.
5. **ISSUANCE OF SUPPLY / WORK ORDER :** Supply / Work / Contract order shall be issued on yearly / Two yearly or Three yearly basis , subject to necessity of the work.
6. **DESPATCH INSTRUCTIONS:** The packing and marking of goods shall be as laid down in clause-12 of general conditions of contract DGS & D69 (revised).
7. 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.
8. **INSPECTION & TEST :** The material & work will be inspected at site . All necessary tools equipments will be arranged by manufacturer/tenderer. If required any other tests are necessary and required to be carried out, the arrangements are to be made by manufacturer/tenderer. In case of disputes third party inspection will be carried out as per BIS standard for which charges will be borne by the firm/tenderer. If any damages are found, material will be rejected. Will site if any damages are found material will be rejected.
9. **ADDITIONAL QUANTITIES:** The purchaser reserves the right to place order for additional quantity up to 50% of the ordered quantity at the same rates and terms and condition during the validity of the contract.
10. **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.
11. **PENALTY FOR DELAY:** If the contractor is unable to complete the work within the stipulated time limit the purchaser may at his option allow such additional time as may be considered justified with/without penalty and without altering terms and conditions of the order. In the event of failure of the contractor to complete the supply, installation testing and commissioning within the stipulated time or the extended time, the purchaser has the right to impose penalty of **0.5%** per week or part thereof the contract price. The Contractor's liability for delay, however, shall not exceed 10% of the total contract price.
12. **GUARANTEE / WARRANTY PERIOD:** The following Guarantee/ Warranty shall form part of the contract placed on successful tenderer:

Except as otherwise provided in the invitation to the Tender, the contractor / seller hereby declares that the good, stores / articles sold / supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respect and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The equipment shall be guaranteed against any manufacturing defects for a period of **12 months** from date of installation.

Guarantee should be valid for on-site repair / replacement i.e., in case of failure of the equipment, transportation charges are to be borne by the supplier. Any parts failing during the guarantee period shall be repaired/replaced free of charge by the supplier. The contractor/seller hereby guarantees that the said goods / stores /articles would continue to conform to the description and quality aforesaid for a period of **12 months** from the date of installation of the said goods/stores/ articles to the purchaser notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said foods/stores/articles if during the aforesaid period of **12 months** from the date of installation of the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the Contractor/Seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods / stores / articles or such portion thereof as is found to be defective by the purchaser within a reasonable period, or such specified period as may be allowed by the purchase in his discretion on an application made thereof by the contractor/seller, and of rectification thereof, otherwise the contractor / seller shall pay to the purchaser such compensation as may arise by reasons of the breach of the warranty herein contained.

- a. Guarantee that they will supply spare parts, if and when required on agreed price. The agreed basis could be including but without any limitation and agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.
- b. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipments so that the latter may undertake the balance of the lifetime requirements.
- c. Warranty to the effect that they will make available the blueprints of the drawings of the spare is if any when required in connection with the main equipments.
- d. It is a condition of the contract that the supplier shall be responsible for free after-sales-service for minimum period of **12 months** from the date of supply.
- e. The equipment shall be guaranteed against any manufacturing defects for a period of **12 months** from the date of installation.
- f. Any parts failing during the guarantee period shall be repaired/replaced free of charge by the supplier at site i.e. no transportation charges would be paid by DD for transporting the defective / repaired items if required to be removed from site during the guarantee period.

13. CONDITIONS OF CONTRACT:

- a. DGS & D-68 (Revised) and DGS & D-71 as amended up to date in case of purchase is under rate contract. However, such of these conditions stipulated on this tender shall supersede corresponding conditions in DGS & D-71.
- b. The contractor shall submit the duplicate copy of supply/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.

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

15. ARBITRATION OF CONTRACTUAL DISPUTES: If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specifications, design, drawings, estimates, schedules, annexure, orders, instructions the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to his contract or otherwise concerning the works of execution or failure to execute the same, whether during the progress or work of stipulated/extended period or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Deputy Director General(E), Doordarshan, M u m b a i. There will be no objection to any such appointment that the arbitrator so appointed is an employee of this Organization or that he had to deal with the matters to which contract relates and that in the course of his duties as this Organization's employees he had expressed views of all or any of the matters in dispute or difference. If an arbitrator to whom the matter is referred dies or refuse to act or resigns for any reason from the position of arbitrator, it shall be lawful for the **Deputy Director General(E), Doordarshan Kendra, M u m b a i** to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to **Deputy Director General(E), Doordarshan Kendra, M u m b a i** to this effect failing which the arbitrator will be entitled to proceed de-novo.

It is a further term of this contract that no person other than the person appointed by the **Deputy Director General(E), Doordarshan Kendra, M u m b a i** as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time, with the written consent of all the parties to the contract enlarge the time for making and Publishing the award. It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under the clause.

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

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

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

16. FORCE MAJEURE:

- a. If any time during the continuance of the contract the performance in whole or in part by the contractor shall be prevented or delayed by reason of any war, hostility acts of the public enemy. Civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions, strikes, lock-outs or acts of God (therein after restrictions refer to as events and provided notice of happenings of any such 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 entitled to cancel this order nor shall have any claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist.
- b. Provided further that if the performance in whole or part or any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding 180 days, the purchaser and the contractor shall meet to find a neutral agreement to any effect resulting the reform or the purchaser may at his option cancel order provided also if the order is cancelled under this clause, the purchaser shall be at liberty to take over from the contractor at order 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.

17. 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.

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

Annexure – 1

A) GENERAL INSTRUCTIONS TO BIDDERS

- 1. The Bid should be submitted duly signed.
- 2. All Corrigendum / Amendment/ Corrections, if any, will be published on the website .
- 3. All documents/papers submitted by the bidder must be legible.
- 4. 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).
- 5. EMD – Bid security declaration 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.
- 6. 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.
- 7. 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.

B) LIST OF MANDATORY DOCUMENTS

- 1. EMD – bid security declaration should be sent along with Quotation.
- 2. DD Tender Document complete along with all Annexure/Appendix, stamped and signed.
- 3. Original Equipment's Manufacturers (OEM) Authorization for Equipment/Software quoted if applicable.
- 4. Vendor Registration Form to be filled.
- 5. Any other document asked for in this tender document.

SCOPE OF WORK

The following are the Technical details required for **Comprehensive Annual Maintenance Contract** for the period of 1 Year (**Jan 2021 to December 2021**) at Doordarshan Kendra Mumbai.

| Sr. | Description of works | Quantity | Rate | Total amount |
|-----|--|----------|------|--------------|
| 1. | <p>Following technical maintenance support to be provided for Tyrone Storage (Model D4-FS2, Sr.No.040620150001) for 1 years</p> <p>a. Comprehensive technical support which includes replacement of parts / equipments / module including labour and also any software issue.</p> <p>b. Onsite preventive maintenance and submission of Health report on monthly basis.</p> <p>c. 24x7 phone support and remote support by the technical team.</p> <p>d. Immediate online remote diagnostics for any software/hardware failure of total system till engineer reaches site and attending to complaints on site as & when required as per the occurrence of faults on all days of week (24x7).</p> <p>e. Proactive Notification.</p> <p>f. Technical support for round the clock within AMC Period.</p> | 1 job | | |

The contractor shall provide maintenance support service to upkeep the above equipments hardware and software in good and efficient working condition covered under this contract, at Doordarshan Kendra Worli Mumbai. In addition to this, the contractor should provide preventive and corrective maintenance .He should also carry out necessary repairs and provide exact replacement of defective part(s)/ equipment as required.

The interested bidder may visit Doordarshan Kendra Mumbai for more clarity regarding the equipment to be covered under CAMC as per the scope defined in this bid before submitting their proposal under this bid.

The supports service terms and conditions are as under.

- The contract will be comprehensive in nature that is including labour and material i.e. no cost of parts replaced by bidder will be borne by Office. The spare part to be replaced should be genuine and branded. The bidder has to get spare support assurance from the respective OEMs before start of the AMC.
- The Bidder should include any other components like software updates, pertaining to Storage System if needed to meet the RFP scope. Any such software upgrade, license renewal etc. is required to be supplied in original media and should be licensed to Doordarshan Kendra Mumbai. The bidder will provide updates / up gradation of all the software free of charges during the validity of support contract.
- The bidder should ensure for the necessary spare component will be available for the duration of contract period.
- The bidder have to provide Support Services also include Hardware, software, all Professional Services and third party product installed in the system and supplied by Tyrone.
- Software License Subscriptions shall be included in rate quoted for the period of contract. No Software License Subscription should be terminated. Upon expiration or termination of a license subscription, the license and right to be renewed for the period of contract.
- All support and professional services will be free , no additional payment will be made and all services will be provided by trained and competent personnel in accordance with the industrial standard technical and professional practice and procedure .
- The bidder has to give warranty for the performance of the system under contract of their product in accordance with the product specification from the date of placement of order. If system fail to perform according to specification, the quantum will repair / replacement the product.
- The bidder or OEM if allow access of systems to any person outside of the countries for fault finding /rectification etc , it is a responsibility of OEM to ensure system to avoid any loss, damage, cost, expense claim, demand, liability, judgment, detriment, fine or compensation it incurs as a result of any breach of data protection rules .
- The complaint should be attended within 24 Hours to restore the service and there is no limit of breakdown calls to be attended with no extra cost. If fault not repaired within three working days after reporting of the complaint, liquidated damages will be levied at the rate of 0.5 % per week of AMC value and there after the machine shall be repaired from outside at the risk and expense of the contractor firm.
- The service provider will be responsible for any mishap or accident or untoward incidence during the maintenance of machine which may occur due to negligence of the service engineer of the contractor firm.
- The agency shall depute a Qualified Service Engineer to support and carryout the maintenance works. The service Engineer of the company will have to visit once in a month. In addition to that he will have to attend the urgent calls for rectifying the faults for keeping the machines in good working condition at any time on short notice.
- All the essential spares or modules are kept ready stock to replace the defective spares to bring the system in working condition as early as possible.
- The preventive maintenance is to be carried out once in a month. The preventive maintenance includes the following.
 - Checking of all parameters of the system hardware and software installed.
 - Taking the back-up for the system for immediate recovery.
- Modification / alteration in the design / specification of any equipment / material will not be permitted.
- For repairing or replacement the contractor should use OEM or OEM approved spares only.
- Doordarshan Mumbai reserves full right to change this scope of work at any given point of time. As and when such changes are made to the scope, the same will be intimated to the bidder.
- Comprehensive contract will commence upon issuance of a purchase order by this office.

Important Note:

- Maintenance schedule shall be prepared in consultation with DDK Mumbai considering the editing / recording schedules.
- The work will be strictly under the supervision of IT Section In-charge or there authorized persons & should comply with his instructions fully.
- A record of work carried out will be entered into a register & got countersigned by Assistant Engineer (IT Section) or an Authorized person.

(Public Body to delete this Form if a Bid Security is requested)

Appendix to Bid Submission Sheet

BID SECURING DECLARATION

By subscribing to the undertaking in Bid Submission Sheet:

I/We accept that I/We* may be disqualified from bidding for any contract with any Public Body for the period of time that may determined by the Procurement Policy Office under Section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions. Because I/We*

(a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Sheet :

or

(a) have refused to accept a correction of an error appearing on the face of the Bid: or

(b) having been notified of the acceptance our Bid by the (insert name of public body) during the period of bid validity. (i) have failed or refused to execute the Contract if required. Or (ii) have failed or refused to furnish the Performance Security in accordance with the Instructions to Bidders.

I/We* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder. upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us : or (b) if I am/we are* not the successful Bidder. upon the earlier of (i) the receipt of your notification of the name of the successful Bidder: or (ii) thirty days after the expiration of the validity of my/our* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

* Delete as appropriate

Form of Bid-Securing Declaration

The Bidder shall submit this Bid Securing Declaration with the Bid and by clicking on "I Agree" the bidder is signing the Bid Securing Declaration by using e-signature (password).

We, the undersigned, declare that:

We understand that according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition, failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the Employer for the period of two years if we are in breach of our obligation(s) under the term and condition prescribe for ticketing vide invitation letter no :

(a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or

(b) having not accepted the correction of errors in accordance with the instructions of Bidders ITB 30.2; or

(c) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity (i) fail or refuse to furnish the performance security in accordance with the ITT, or (ii) fail or refuse to execute the Contract in accordance with the ITB 36.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty (30) days after the expiration our Bid.

Sign and Seal

Name of authorized Official

Legal Stamp

प्रसारभारती
(भारतका लोकसेवा प्रसारक)
INDIA'S PUBLIC SERVICE BROADCASTER
Doordarshan Kendra Mumbai, Worli.400030

| VENDOR REGISTRATION FORM | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--|--|---|--|---|---|---|---|--|---|--|---|--|--|---|------------|---|--|--|-----|--|
| Company Details | | | | | | | | | | | | | | | | | | | | | | | |
| Name of Firm : _____ | | | | | | | | | | | | | | | | | | | | | | | |
| Regd. Office Address : _____ _____ | | | | | | | | | | | | | | | | | | | | | | | |
| Work Office Address : _____ | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;"></td> <td style="width: 15%; text-align: center;">Country Code</td> <td style="width: 15%; text-align: center;">STD Code</td> <td style="width: 20%; text-align: center;">Nos.</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>Telephone No</td> <td style="text-align: center;">:</td> <td style="text-align: center;"><input style="width: 50px; height: 20px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px; height: 20px;" type="text"/></td> <td style="text-align: center;"><input style="width: 100px; height: 20px;" type="text"/></td> <td>E-Mail <input style="width: 100px; height: 20px;" type="text"/></td> </tr> <tr> <td>Mobile No.</td> <td style="text-align: center;">:</td> <td style="text-align: center;"><input style="width: 150px; height: 20px;" type="text"/></td> <td style="text-align: center;"><input style="width: 150px; height: 20px;" type="text"/></td> <td style="text-align: center;">Web</td> <td><input style="width: 100px; height: 20px;" type="text"/></td> </tr> </table> | | | | | | | Country Code | STD Code | Nos. | | | Telephone No | : | <input style="width: 50px; height: 20px;" type="text"/> | <input style="width: 50px; height: 20px;" type="text"/> | <input style="width: 100px; height: 20px;" type="text"/> | E-Mail <input style="width: 100px; height: 20px;" type="text"/> | Mobile No. | : | <input style="width: 150px; height: 20px;" type="text"/> | <input style="width: 150px; height: 20px;" type="text"/> | Web | <input style="width: 100px; height: 20px;" type="text"/> |
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| Name and Designation of Principal Officers / Persons to be contacted | | | | | | | | | | | | | | | | | | | | | | | |
| No. | Name of the Person | Designation | Department | Contact No.(Mob/Landline) | Place | | | | | | | | | | | | | | | | | | |
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| Nature of Business (Please Tick) | | | | | | | | | | | | | | | | | | | | | | | |
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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.**