

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

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No. EPNIT 28/EI(ES)2(1)/DKM/2021-22

Date:08.10.2021

To: SITC of Sprinkler Mechanism of Cooling Tower as per scope of work Annexure 1,at Doordarshan Kendra Mumbai.

**INVITATION TO BID**

Notice inviting Quotations for “: SITC of Sprinkler Mechanism of Cooling Tower as per scope of work Annexure 1,at Doordarshan Kendra Mumbai.

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1	Tender No.	EPNIT 28 EI ES 2 1 DKM 2020-21 DT 08 10 2021
2	Description and supply of stores/works	SITC of Sprinkler Mechanism of Cooling Tower as per scope of work Annexure 1,at Doordarshan Kendra Mumbai.
3	Tender Document to be submitted offline to	Assistant Engineer (Engg.Stores) 1 <sup>st</sup> Floor, Old Building Doordarshan Kendra Mumbai P.B. Road, Worli, Mumbai PIN- 400 030
4	Delivery Period	15 Days from the date 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.53000/- (Rs. Rupees fifty three thousand only -including GST)
8	Bid Validity up to	120 days from the date of Bid Opening
9	Warranty	12 Months From the Date of Acceptance of Delivery / works .
10	Performance Security Deposit	Required as per clause 5 (B) of tender document.
	(i) Amount	3 % of the order value in form of FDR / Bank Guarantee.
	(ii) Validity	60 (sixty) days beyond delivery period plus warranty / guarantee period
11	Eligibility	At least one certificate of carrying out similar job.
12	Correspondence Address	As per Sr.No.3
13	Paying Authority	Deputy Director General(E),Doordarshan Kendra Mumbai Worli, Mumbai, 400 030
14	Date of Pre Bid Meeting	13.10.2021 at 1100 hrs
15	Last Date & time of submission of Tender offline	22.10.2021 at 1300 hrs
16	Opening Date of Tender	22.10.2021 at 1500 hrs

**प्रसारभारती**

( भारतका लोकसेवा प्रसारक )

**INDIA'S PUBLIC SERVICE BROADCASTER**

DOORDARSHAN KENDRA MUMBAI

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

No. EPNIT 28/EI(ES)2(1)/DKM/2021-22

Date: 08.10.2021

**Sub:** Notice inviting Quotations for “ SITC of Sprinkler Mechanism of Cooling Tower as per scope of work Annexure 1, at Doordarshan Kendra Mumbai

Dear Sir,

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

SITC of Sprinkler Mechanism of Cooling Tower as per scope of work Annexure 1, at Doordarshan Kendra Mumbai.	QTY.-1 JOB
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**Note 1: Bidders are requested to also go through "Annexure-2" for "General Instructions to Bidders" and a "List of Mandatory Documents" for the e-procurement system.**

1. 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.

a. The prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account.

b. The 'Unit' Price should be for the Unit as indicated in the tender enquiry.

C Prices quoted should be for F.O.R. Station of destination in India and Inclusive of charges as packing customs, etc., wherever applicable.

**The quotation should specifically mention rates for supply & taxes separately.**

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

3. In case of Quotation of F.O.R Station of dispatch basis, the purchaser will not pay separately transit insurance and the supplier will be responsible until the 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.

4. For **proprietary purchases authorization certificate from the OEM shall be attached if applicable.**

5. The tender shall consists of namely:

a. **EMD:** The form of **BID SECURING DECLARATION** to be filled and submitted along with the BID.

b. **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**. The security deposit shall be furnished in the form of FDR/ Bank Guarantee drawn in favour of **India's Public Service Broadcaster, Doordarshan Kendra, Mumbai** which should be valid for a period of 60 days beyond the Guarantee/Warranty period. If 10% security Deposit is not submitted in advance, it will be deducted from the final bill submitted by the firm. The Security Deposit will be returned in full on completion of successful Guarantee/Warranty Period.

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

6. **TAXES:**

a) GST No is mandatory to be quoted in quotation / Tender/Bills/Invoices without which tender is liable for rejection. The amount GST should be shown separately in their quotation/invoices.

b) **All the revised rules and regulations for GST are to be strictly followed**

7. 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.**

8. 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 (AC Plant) and obtain the details required for the said work** before submission of their offer. Tenderer shall check the basic scheme, convince himself of its workability and confirm the same in his offer.

9. Commissioning Spares-The tenderers shall include in his quotation all spares required for Fabrication works. The successful tenderers shall be responsible for having the required items at site in sufficient quantities before commencement of the start-up operation.

10. 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 1**.

11. 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.
12. 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.
13. The contractor and his employees shall comply with the regulation in force for Controlled entry into premises where work is being carried out.
14. **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. **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 completion of installation.
- 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.
19. **DELIVERY PERIOD:** The entire delivery/ work completion at Doordarshan site shall be completed within **15 Days** from the date of placement of order.
20. **TERMS OF PAYMENT:** For payments terms refer to clause 3 of **GENERAL TERMS AND CONDITIONS FOR SUPPLY"**
21. The last date of submission of the **ALL DOCUMENTS** is **22.10.2021 at 1300 HRS.**

Copies of all the documents should be sent in a sealed cover addressed to **The Deputy Director General(Engineering),Doordarshan Kendra Mumbai**, by name, so as to reach on or before **22.10.2021, 1300 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 bid.

22. The bid will be opened in this office on **22.10.2021 at 1500 HRS** in the presence of tenderers or their agents such as they may choose to attend.

**23. QUOTATIONS NOT PROPERLY SUPERSCRIBED WILL NOT BE CONSIDERED.**

24. The quotations submitted shall remain open for acceptance for a period of **120 (One hundred Twenty) 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.

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

26. **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.

27. 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.

28. **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.

29. In case this is second enquiry, your Quotation in response to the first enquiry should be presumed to be valid up to **120** days from the last date mentioned in **para 22** above unless we hear from you.

29. **ELIGIBILITY CRITERIA:** In case of SITC / SETC and specialized work, the Contractor should also have sufficient experience and shall submit the experience certificate of satisfactory completion of at least one similar work for AHU /Centralized AC Plant/Cooling Tower , done in the last seven years ending on the last day of the month previous to the one in which the Tenders are invited. The tenders without this documentary proof will be rejected.

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 **5 %** 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 **5 %** of the contract price of the stores/SITC/SETC. After full period of extension, termination of the contract will be considered by the Organization.
- b. Purchase or authorize the purchase elsewhere on the account and at the risk of the contractor/supplier, of the stores not so delivered/SITC/SETC not carried out or other of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the contractor/supplier without cancelling the contract in respect of the installment not yet due for delivery or,
- c. Cancel the contract or a portion thereof by serving prior notice to the Contractor/Supplier and if so desired purchase or authorize the purchase of the stores not so delivered/SITC/SETC not carried out, or others of a similar description (where stores not delivered/SITC/SETC not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily procurable) at the risk and cost of the Contractor/Supplier. If the Contractor/Supplier had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest, where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not, the Security deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.

- d. Where action is taken under sub-clause (b) or sub-clause (c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement, to purchase, such agreement is made in case of failure to deliver the Stores/Services, within 6 months from the date of such failure and in case of repudiation of contract the Contractor/Supplier shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the Contractor/Supplier.
- e. It may further be noted that clause (a) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 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 / 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. 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 **DDG (G), Doordarshan Kendra, Mumbai**. There will be no objection to any such appointment that the arbitrator so appointed is an employee of this Organization or that he had to deal with the matters to which contract relates and that in the course of his duties as this Organization's employees he had expressed views of all or any of the matters in dispute or difference. If an arbitrator to whom the matter is referred dies or refuse to act or resigns for any reason from the position of arbitrator, it shall be lawful for the **DDG(E), Doordarshan, Mumbai** to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to **DDG (E), Doordarshan Kendra, Mumbai** to this effect failing which the arbitrator will be entitled to proceed de-novo.

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

It is also term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected 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.

**32. Fall Clause :** The price for the stores under the contract/Supply order by the contractor/ Supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser or any department or the Central Govt. or any Deptt. of State Govt. as the case may be during the currency of the contract supply order.

- (i) If at any time, during the said period the contractor/supplier or his agent/principal/dealer as the case may be reduces the sales price, sells or offers to sell such stores to any persons/organizations including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction as sale or offer of sale to the Purchase Authority who has issued this supply order and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above situation will however, not apply to:
  - (a) Exports by the contractor/supplier or
  - (b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
- (ii) The contractor/supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this supply order/contract:

"I/we certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the (PRASAR BHARATI (BCI), DG : DOORDARSHAN, DOORDARSHAN BHAVAN, NEW DELHI) under the contract/supply order here in and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up

to the date of bill/during the currency of the supply order/contract whichever is later at a price lower than the price charged to the Organization under the contract/supply order except for quantity of stores categories under sub/clauses (a) and (b) of sub para, (ii) above details or which as follows:

### 33. PURCHASE PREFERENCE FOR PRODUCT OF PUBLIC ENTERPRISES:

This organization reserves its right to allow the public enterprises, purchase preference facilities as admissible under the existing policy of the Government Of India and not accept the lowest rate quoted by the Tenderer.( Order No.P-45021/2/2017-B/E-II Dt.15 th June 2017,Udyog Bhavan,New Delhi.)

34. 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.
35. The L1 will be decided on the basis of consolidated total price. Bidders are requested to go through “Annexure-2” for “General Instructions to Bidders” and a “List of Mandatory Documents” for the e-procurement system. The bidder must visit the site to assess the amount of work involved before submitting the bid.
36. There shall be a pre-bid meeting on 13.10.2021 ; 1100 hrs at Doordarshan Kendra Mumbai, Worli.

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### GENERAL TERMS AND CONDITIONS FOR SUPPLY

1. **NAME OF PURCHASER:** Dy Director General(E) DDK Mumbai
2. **PAYING AUTHORITY :** Dy Director General(E) DDK Mumbai
3. **PAYMENT TERMS:** 100 % on satisfactory completion of the work and submission of “Work Completion Report ”. Further the contractor/supplier/firm should submit the all bank details such as;
  - a. **Name of the Bank**
  - b. **Branch**
  - c. **Account Number**
  - d. **IFSC**
  - e. **MICR Code**along with their bill for online payment (if possible, a Photostat copy of the cheque leaf may be enclosed).
4. **BILLS:** All the supplies and works shall be in conformity with the order and all the bills shall be prepared in quadruplicate in the same format as that of the Supply Order.
5. **DESPATCH INSTRUCTIONS:** The packing and marking of goods shall be as laid down in clause-12 of general conditions of contract DGS & D69 (revised).
6. The contractor shall arrange to dispatch the goods duly insured direct to the consignee under prior intimation for delivery at site by whichever mode of transport he may choose, to ensure safe delivery of goods at site. Unloading shall be done at site at the contractor's expense. The consignee will provide only storage space. The contractor will provide his own security like locking etc., and store the materials at his own risk.
7. **INSPECTION & TEST :** The material & 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.
8. **INSURANCE:** The contractor shall arrange for the insurance covering the risk during transit, storage and installation till commissioning. All the charges for such insurance shall be borne by the contractor.
9. **ADDITIONAL QUANTITIES:** The purchaser reserves the right to place order for additional quantity up to **100 %** of the ordered quantity at the same rates and terms and condition during the validity of the contract.
10. **PENALTY FOR DELAY:** If the contractor is unable to complete the Fabrication ,supply, installation, testing 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 **5% of** the total contract price.
11. **CONDITIONS OF CONTRACT:**
  - a. DGS & D-68 (Revised) and DGS & D-71 as amended up to date in case of purchase is under rate contract. However, such of these conditions stipulated on this tender shall supersede corresponding conditions in DGS & D-71.
  - b. The contractor shall submit the duplicate copy of supply order duly signed and stamped along with acceptance letter and Security Deposit within 2 weeks. No supplies will be made and no work shall start unless the acceptance is signed by the contractor.
12. **ENFORCEMENT OF LABOUR LAWS:** While engaging labour for carrying out obligations under the contract the contractor shall satisfy the conditions laid down under contract labour (Regulation and Audition) Act 1970 and (Central) Rules 1971 as amended from time to time and observe all formalities required as per the said Act/ Rules. The supplier shall also observe the provision under minimum wages act 1948(Central) Rules 1950 amended from time to time while engaging labour.
13. **FORCE MAJEURE:**
  - a. If any time during the continuance of the contract the performance in whole or in part by the contractor shall be prevented or delayed by reason of any war, hostility acts of the public enemy. Civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions, strikes, lock-outs or acts of God (therein after restrictions refer to as events and provided notice of happenings of any such 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 not shall have any claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist.
  - b. Provided further that if the performance in whole or part or any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding 180 days, the purchaser and the contractor shall meet to find a neutral agreement to any effect resulting the reform or the purchaser may at his option cancel order provided also if the order is cancelled under this clause, the purchaser shall be at liberty to take over from the contractor at order 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.

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

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

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**Annexure – 1**

**SCOPE OF WORK**

The Sprinkler Mechanism of Cooling Tower no.2 at Doordarshan Kendra Mumbai is completely worn out. It needs replacement of Sprinkler Assembly which includes Sprinkler, pipe, cape, locknut, tension bar, GI clamp, Turn Buckle etc.

Thus the work involves.....

- 1. Dismantling of existing Sprinkler Mechanism in the Cooling Tower and installation of new set.
- 2. The existing PVC frills to be placed over the Sprinkler.

**Note: The firm must visit the site to confirm the compatibility of Sprinkler assembly before quotation.**

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**CHECK LIST for Submission of Bid**

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

1	Price	Price quoted both in figures and words should be correct. However price quoted in words will prevail, if there is any difference.
2	EMD	The form of BID SECURING DECLARATION to be filled and submitted along with the BID
3	Payment of statutory levies/ Taxes	Levis/Taxes if any are to be clearly mentioned.
4	PAN ,GST	Registration copy of GST, PAN to be enclosed.
5	Validity of Offer	120 Days
6	Payment terms	No advance payment will be made. Payments terms as per clause-3 of "GENERAL TERMS AND CONDITIONS FOR SUPPLY". Payment will be made in INR only. Payments will be released on satisfactory completion of work.
7	Delivery period	15 Days from the date of Supply/Work Order
8	Packing & forwarding charges.	If any ,Should be clearly indicated. Mentioning “EXTRA” will not be acceptable. Delivery is to be made at Doordarshan Kendra, P.B. Road, Worli, Mumbai- 400 030
9	Eligibility Criteria	As per clause 29.
10	Vendor Registration	Vendor registration form to be submitted as per annexure 4

Sl. No.	Checklist Point	Compliance by Tenderer Yes/No.	Supporting Documentary Evidence	Remark
1	The form of BID SECURING DECLARATION			
2	Copy of PAN Card.			
3	Copy of GST Registration No.			
4	Eligibility Criteria, documentary proof.			
5	Vendor Registration Form (Annexure-4 to be filled and submitted)			
6	All the pages of Tender submitted signed, stamped & serially numbered			

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**Annexure – 2**

**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. Page No. shall be given on each and every paper/documents submitted.
- 5. 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).
- 6. **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 Kendra Mumbai, before scheduled time on prescribed tender opening date. Bid security declaration received late shall be summarily rejected..
- 7. The successful tenderer will be required to furnish Security Deposit within **2 weeks** of placement of contract at the rate of **03%** (Three percent) of the order value.
- 8. 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.
- 9. Small Scale Units Registered with NSIC under Single Point Registration Scheme for the items required in NIT shall be exempted from payment in respect of cost of Tender/Earnest Money as per the Government instructions on the subject on submission of documentary evidence of valid Registration.
- 10. 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.
- 11. Tenderers shall separately indicate the rate and amount of GST /Taxes etc., as applicable on the date of tendering in their offer failing which the offer will be summarily rejected.

**B) LIST OF MANDATORY DOCUMENTS**

- 1. The form of BID SECURING DECLARATION to be filled and submitted along with the BID.
- 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 (Annexure-4)to be filled.
- 5. Any other document asked for in this tender document.

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**Annexure – 3**

**(Public Body to delete this Form if a Bid Security is requested)**  
**(To be submitted on Letterhead of the Vendor)**

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

**Annexure – 4**

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 : _____					
Telephone No	Country Code	STD Code	Nos.	E-Mail	
:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Mobile No.	<input type="text"/>		<input type="text"/>	Web	<input type="text"/>
Name and Designation of Principal Officers / Persons to be contacted					
No.	Name of the Person	Designation	Department	Contact No.(Mob/Landline)	Place
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nature of Business (Please Tick )					
<input type="checkbox"/>	Manufacturing	<input type="checkbox"/>	Sole Selling Agent	<input type="checkbox"/>	Dealer
<input type="checkbox"/>	Agent	<input type="checkbox"/>	Assembler	<input type="checkbox"/>	Service Provider
<input type="checkbox"/>	Others (Pls mention)	<input type="text"/>			
Nature of Company (Please Tick )					
<input type="checkbox"/>	Proprietary	<input type="checkbox"/>	Partnership/LLP	<input type="checkbox"/>	Private
<input type="checkbox"/>	Others (Pls mention)	<input type="text"/>	Date of Establishment	<input type="text"/>	
Tax / PAN Credentials					
PAN No.	:	<input type="text"/>	Date	<input type="text"/>	
GSTN	:	<input type="text"/>	Date	<input type="text"/>	

<b>ISO/ISI/Other Certification</b>			
Are you registered with ISO/ISI/Other	<input type="checkbox"/>	YES	<input type="checkbox"/> No
If No, whether you are in process to acquire ?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
If Yes, expected date of receipt of Certification	<input style="width: 100%;" type="text"/>		
<b>Name of the Items produced / products / processed / services provided</b>			
<b>Other Relevant Data</b>			
<b>Bank Details</b>			
Name and address of Banker	<input style="width: 100%;" type="text"/>		
Bank a/c type	Current <input type="checkbox"/>	Saving <input type="checkbox"/>	Over -Draft <input type="checkbox"/>
Account No.	<input style="width: 100%;" type="text"/>		Branch Code <input style="width: 100%;" type="text"/>
IFSC	<input style="width: 100%;" type="text"/>		MICR <input style="width: 100%;" type="text"/>
<b>Whether any of your relative is working with us : ( If YES , please provide details)</b>			
<b>Declaration</b>			
<p><b><u>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.</u></b></p>			
<p><b>Place :</b></p>   <p><b>Date :</b></p>	<p style="text-align: center;"><b>Signature of Authorised Representative of the firm under proper seal.</b></p>		
<p><b>** <u>Note: Vendors are required to attach the documentary proofs of the information filled.</u></b></p>			