



PRASAR BHARATI (INDIA s PUBLIC SERVICE BROADCASTER) DOORDARSHAN KENDRA :: KOLKATA

Doordarshan Bhawan, Doordarshan Kendra Kolkata, 18/3, Uday Shankar Sarani, Golf Green, Kolkata-700095

File No: KOL/TV/1(2)/2021-22/E-Tender/ Procurement of Li-ion V-Mount Battery/EQ-14 Dated: 13.01.2023

INVITATION To BID through e-Tendering

On behalf of the Prasar Bharati (India's Public Service Broadcaster), e-tenders are invited by Doordarshan Kendra Kolkata in the prescribed Bid Proforma. The details of tender are given in the schedule below:

<u>Kendr</u>	a Kolkata in the prescribed Bid Proforma.	The details of tender are given in the schedule below:				
1.	Tender No.	KOL/TV/1(2)/2021-22/E-Tender/ Procurement of Li-ion V- Mount Battery/EQ-14 Dated: 13.01.2023				
2.	Supply /Name of work	Supply of 6 Nos. 14.4 Volt, 6.8 AH, 87 WH to 98 WH Li-ion V-Mount Battery as per detailed specification/ datasheet attached with e-Tender at Doordarshan Kendra Kolkata.				
3.	Delivery Period	Within 14 days from the date of placing order.				
4.	Tender Fee	NIL.				
5.	Estimated cost (approx)	Rs.75000/- (including GST)				
6.	Earnest Money Deposit	BID Security Declaration (duly signed) should be uploaded along with Tender documents if not registered with MSME/NIC				
7.	Bid Validity up to	90 (Ninety) days from the date of opening of the Tender.				
8.	Warranty	Required as per Clause 8 of Annexure –II, General Terms & Conditions & as per specification.				
9.	Performance Security deposit i)Amount ii) Validity	Required as per Annexure–II (General Terms & Conditions) 3% of the order value in the form of Bank Guarantee /FDR 60(Sixty) days beyond the date of expiry of warranty /guarantee.				
10.	Correspondence Address	The Dy. Director General(E) (By name : Shri Amalendu Choudhury, AE) Doordarshan Bhavan, Doordarshan Kendra, 18/3 Uday Shankar Sarani, Golf Green, Kolkata 700 095.				
11.	Paying Authority	The Dy. Director General(E) Doordarshan Bhavan, Doordarshan Kendra, 18/3 Uday Shankar Sarani, Golf Green, Kolkata 700 095.				
12.	a) Last date for Submission of Bid b) Opening Date of Technical Bid	a) 03/02/2023 Time: - 13: 00 hrs. b) 03/02/2023 Time: - 14: 00 hrs.				
13.	Consignee	The Dy. Director General (E), Doordarshan Kendra: Kolkata 18/3 Uday Shankar Sarani, Golf Green Kolkata-700 095.				

Important Instructions:

Bidder has to submit the said information proforma (Appendix -4) along with the Tender with mentioned supportive documents.

The tender will be governed by the "Instructions to the Bidder "as per **Annexure-I**: "General Terms & Conditions" placed at **Annexure-II**, and "Technical Specifications" placed at **Annexure -IV**.

Deviations/ Exceptions to the clause, if any, should be explicitly recorded seriatim as a separate Annexure (Appendix -II), in the offer, failing which, all the clauses shall be deemed to have been accepted by you.

Tenderers are here by requested to visit the site and quote accordingly before submitting the tender.

Two Bid System shall be followed for this tender. Tenderers should take due care to submit tenders in accordance with requirement as specified in clause 2 of "Instructions to Bidders" (Annexure –I). Bid evaluation criteria at **Annexure-III** shall be the basis for evaluation of tenders.

The Technical & Commercial Bid should be submitted online. The tenderer while submitting their bid must adhere to the following instructions of the Central Vigilance Commission, otherwise their offer is likely to be ignored.

- One Agent/Dealer/Supplier shall not represent two manufacturers or quote on their behalf in a particular tender i.e. one bidder shall quote one type of equipment in a particular tender.
- 2 Tender documents submitted by the tenderer shall be serially page numbered.

NOTE:- The following documents must be submitted along with the tender failing which the offer may be liable to rejection and no further correspondence will be entertained in this regard.

Past performance report along with the User Certificate in respect of timely and good quality supply of equipment / execution SITC /SETC were undertaken. Kindly refer Item No.8 under Annexure-I.

Deputy Director (Engg.) for Dy. Director General (Engg)

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☐ THIS TENDER DOCUMENT CONSISTS OF 27 PAGES

LIST OF DOCUMENTS (To be scanned and uploaded with tender)

- a BID Security Declaration duly signed by the Bidder (In lieu of Bid Security the Bidder may submit duly signed <u>Bid</u> <u>Security Declaration</u> accepting that if they withdraw or modify their bids during periof of validity etc., they will be suspended from the said Bid)
- b Copy of GST Registration No and PAN Card.
- c Technical leaflets/manuals for the make and model being offered.
- d Technical compliance statement against the technical specifications of the Tender.
- e Past Performance along with the user certificate in respect of Supply of the Equipment quoted.
- f Full details of after sales service capability with the locations of Service Centres across the country to be indicated.
- g In case of pre-bid meeting, the certificate issued for having attended the meeting.
- h Registration of the firms with NSIC/MSME for exemption of EMD.
- i All the pages of Tender Documents should be properly signed.

The bids not complied with the above shall be summarily rejected.

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ANNEXURE-I

<u>DEFINITIONS</u> :
 C1 India Pvt. Ltd.: Service provider to provide the e-Tendering Software. Prasar Bharati e-procurement portal: An e-tendering portal of Prasar Bharati introduced for the proces of e-tendering which can be accessed on https://prasarbharati.eproc.in
ACCESSING / PURCHASING OF BID DOCUMENTS :
* It is mandatory for all the bidders to have class III Digital Signature Certificate (With both DSC Components, i.e. signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of Prasar Bharati . Bidders can see the list of licensed CA's from the link www.cca.gov.in . C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. signing and Encryption) to the bidders. Bidders may contact C1 India Pvt. Ltd. at mobile No +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com .
* To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the prasar Bharati E-Tendering portal (https://prasarbharati.eproc.in) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 450/-plus 18% GST through online mode (net banking/debit card/credit card). Validity of registration is 1 year.
 □ The amendments / clarifications to the tender, if any, will be posted on the Prasar Bharati e-Tendering Portal (https://prasarbharati.eproc.in) □ To participating in bidding, bidders have to pay Tender processing Fee of Rs. 475/- plus 18 % GST (Non-refundable) per Tender per Bid through online mode (net banking/debit card/credit card). □ The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time. □ Both 'EMD' and 'Tender Document Fee' if any, are mentioned in individual tender document published at Prasar Bharati e-Tendering portal (https://prasarbharati.eproc.in). □ For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: 0124-4302033/36/37, prasarbharatisupport@clindia.com □ It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither prasar Bharati nor CI India Pvt. Ltd. will be responsible for such eventuality

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1. Submission of Tender:

1.1 The tender will be on the basis of "Two Bid System" and offer has to be submitted through e-tender. The "Technical Bid" will contain all details including the list of equipment to be supplied/SITC/SETC to be executed, but with price column blanked out. There will be no mention of price anywhere in the "Technical Bid". The Price bid will contain

the price schedule duly filled-in and contain all the commercial details of the bid. Both Technical bid and commercial bid will be submitted concurrently duly digitally signed. All General Terms and Conditions (GTC) attached with the invitation to tender are sacrosanct for considering any offer as a complete offer. It is therefore, important that all documents duly completed and submitted with your offer.

- 1.2 The right to ignore any offer, which, fails to comply with the above instruction is reserved.
- 1.3 The offer shall be submitted online upto 13:00 Hrs on the notified date of closing of the tender.
- 1.4 Any change in quotation after opening of tender will not be considered.
- 1.5 This organization will not be responsible for the loss of tender fees or for the delay in postal transit.
- 1.6 Tenderer is advised in his own interest to ensure that his offer is submitted online well before the Closing date and time of the tender.
- 1.7 MANUAL/e-MAIL offers, received directly by this organization, will not be considered.

2. VAGUE AND INDEFINITE EXPRESSION

Tenders qualified by vague and indefinite expressions such as "subject to immediate acceptance" or "Subject to prior sale" etc. will not be considered.

3. VALIDITY PERIOD OF OFFER

3.1 The tender shall be valid for acceptance for the period as indicated in the "Invitation to Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of tenders till the expiration of the validity period or any extension thereof.

The offers of those Tenderers who have not kept the validity open till the period stipulated in the tender will be treated as unresponsive and will be ignored without making any reference to the tenderer.

3.2 The tenderer will undertake not to vary/modify the tender during the validity period or any extension thereof.

4. OPENING OF TENDERS

- 4.1 The tenders will be opened at 14:00 hours on the date of opening indicated in the "Invitation to Bid".
- 4.2 In case of unscheduled holiday on the closing/opening day of tender, the next working day will be treated as scheduled prescribed day of closing/opening of tender, the time notified remaining the same.

5. PRICE

- 5.1 The price quoted must be net per unit and all the applicable Tax Components, Packing, Forwarding and Delivery charges must be quoted separately.
- 5.2 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.

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5.3 The bidder/tenderer is advised to quote rates keeping in mind that repeat order can also be placed up to 50% of the original quantity of any item(s) on the same terms and conditions as stipulated in the original purchase order during the validity of the order, or within six months of original supply order, whichever is later. It will be obligatory on the part of the supplier/contractor to execute such repeat order(s) also.

6. Payment of GST on ultimate products:

6.1 Payment of GST (on ultimate products), as applicable on the closing date of tender will be to the supplier's/contractor's account. Any statutory variation (both plus and minus) in the rate of GST after closing date of tender/revised price bid but before the expiry of the contractual delivery/completion period will be to the account of the office.

The bidder(s) will indicate, in their bid, the amount with exact rate of the Excise and GST on ultimate finished product, as applicable at tendering stage, separately in the bid. In case the above information subsequently proves wrong, incorrect or misleading (a) this Organization will have no liability to reimburse the excess in the difference in rates of the item under which the duty/tax assessed finally (b) this Organization will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

Any increase in GST during extended period of the contract/supply order will be to supplier's/contractor's account where such extension in delivery of the materials/completion of the project was on the request of supplier/contractor. However, any decrease in GST during extended period of the contract/supply order, will be to the account of this Organization.

- 6.2 As the material, which is to be transported to the consignee, belongs to the Government of India/ Prasar Bharati and therefore is exempted from entry Tax/Octroi Duty/Toll Tax. However, if the State Governments/Statutory Local Bodies levy such Taxes, the Taxes will be paid by supplier/contractor. Supplier/Contractor may raise its claim, for reimbursement of such duties/Taxes paid, with Organization, along with original receipt of the payment.
- 6.3 The Taxes like Excise Duty, GST etc. as applicable on the Goods/Services shall be quoted separately in the price bids. 6.4 Taxes Like GST as applicable on the Goods shall be quoted separately in the price bid.

7. Trade/Volume Discount:

Bidders will not indicate separate discount. Discount, if any, should be merged in the rates against the quoted item(s). Discount of any type indicate separately will not be taken into account for evaluation purposes.

8. Eligibility:

The supplier/contractor shall ensure that the required warranty cover is provided by the original manufacturer of the product.

9. Purchase Preference for Product of Public Enterprises:

The Organization reserves the right to allow to the public enterprises, purchase preference facilities as admissible under the existing policy of the Govt. of India and not to accept the lowest rate quoted by the tenderer.

10. Scope of Supply:

The delivery of stores is required as stated in Invitation to Bid on terms specified in clause 2 of General Terms & Conditions at Annexure-II. Any deviation must be clearly mentioned.

11. Consideration of offer in full or in part:

This organization may reject/accept or prefer any tender without having to assign any reason whatsoever. This organization also reserves to itself the right to accept any tender in part or split the order between two or more bidders. Tenderers are at liberty to quote separate rates for the whole quantity as well as reduced quantity. Further, PRASAR BHARATI reserves the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of the requirement without any change in the unit price of the order quantities or other term conditions at the time of award of contract.

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12. Acceptances of Offer by E-mail:

Acceptances by the purchaser will be normally communicated by E-mail. In case where acceptance is communicated by E-mail, the regular order will be forwarded as soon as possible but the instructions contained in the E-mail should be acted upon immediately. With the issue of Telegram/Fax/E-mail of acceptance, the contract shall be deemed to have concluded.

Contract shall mean and include the invitation to tender/instructions to Tenderers, acceptance of tender, supply of store particulars and the general and special conditions specified in the acceptance of tender.

13. SPECIFICATION

- i) Unless otherwise asked for, the offers of "makers design or for alternative specifications, the tenderer must note that his offer, will be rejected in case the tender stipulations are not complied with strictly or the goods offered do not satisfy from among those tenders, which are in full conformity with the required specifications.
- ii) In case the offers have been asked for "Makers design" or for alternative specifications, the Tenderer will clearly indicate as to how the materials being offered will serve this Organization's purpose and in what respect the offer differs from the required specifications.
- iii) If this Organization finds that materials supplied/works carried out are not of correct quality and are not according to required specifications or otherwise not satisfactory owning to any reason of which the Organization will be the sole judge, the organization will be entitled to cancel the contract for supply of stores and meets it requirements of stores from the open market at the risk and cost of the supplier/contactor, reserving always to itself the right to forfeit the security deposit placed by the supplier/contractor for fulfillment of the contract.

14.Earnest Money Deposit/Performance Security Deposit:

- 14.1 As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSE) are exmpted from submission of Bid Security.
- 14.2 In lieu of Bid Security the Bidder may submit duly signed <u>Bid Security Declaration</u> accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended from the said Bid.
- 15. <u>Transfer of Tender Documents:</u> The tender is non-transferable.

16. Correspondence:

- i E-mail address is : doordarshan kolkata@rediffmail.com
- ii All correspondence from tenderer/contractor shall be made to the purchasing Authority (by name) who has issued this tender.
- iii All correspondence shall bear reference to Tender No/Purchase Order.

17. Payment Terms:

i) For Supply contracts:

The supplier will submit its bill for 100% of the material cost along with copy of all received Challan Copy/Copies. On receipt of stores in good condition by the consignee/ consignees 100% payment will be made if the contractors have submitted the FDR/DD/Bank Guarantee of 3% of the total order value as performance security money for Guarantee/Warranty period, otherwise 3% of the total Order value will be deducted from the invoice amount as performance Security Deposit.

18. Unsolicited Post Tender Modification:

In case certain clarifications are sought 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.

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19. 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 confirm 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.

20. Income Tax/Trade Tax /Tax Liability:

- i The Bidder will have to bear all Income Tax liability both corporate and personal tax. Income Tax on the contract value, as applicable, will be deducted at source by the paying authority.
- ii Some State Governments levy work contract tax/trade tax. These taxes are to be borne by the supplier/contractor, wherever applicable. These taxes will be deducted by the paying authority.
- iii Bidder must give the TIN/PAN, GST Registration No. in Appendix-4 failing which the offer will not be considered.
- 21. 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.
- 22. <u>Replacement/Rectification:</u> In the event the stores supplied carried out against the contract are found to be defective, the supplier/contractor will have to take back the defective materials at his own cost and replace/rectify the defects of the Stores free of charge without loss of time.

The supplier/contractor 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/contractor.

23. Tender Fees: NIL.

24. <u>Evaluation/Scrutiny of Bids:</u> Technical/Commercial evaluation of bids shall be undertaken in accordance with the prescribed procedure by a Committee of the Organization duly constituted for this purpose.

25. Employment of firms to officials of this Organization:

Firms/Companies, who have or had business relation with this Organization, are advised not to employ serving employees of this Organization without its prior permission or within the initial two years period after the retirement/resignation/severance from the service without specific permission of this Organization. This organization may decide not to deal with such firms who fail to comply with the above advice.

26. Arbitration:

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 Kendra Kolkata. 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 matter 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

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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 Kolkata 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 Kolkata to this effect failing which the arbitrator will be entitled to proceed denova.

It is a further term of this contract that no person other than the person appointed by the Deputy Director General (E), Doordarshan Kendra Kolkata 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 of 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 Kolkata (India). Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or reenactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

General Terms & Conditions

1. **Definitions:**

Unless inconsistent with or otherwise indicated by the context, following terms stipulated in this ORDER shall have the meaning as defined hereunder.

0.1 Order:

Shall mean written Purchase order/Work order issued by this organization to the successful bidder including subsequent amendments to ORDER in writing thereof.

0.2 The Organization/Purchaser:

Shall mean PRASAR BHARATI, DY. DIRECTOR GENERAL (E) DOORDARSHAN KENDRA, KOLKATA acting on behalf of Prasar Bharati shall include all their legal representatives, successors and assignees.

0.3 Supplier/Contractor:

Shall means any person or persons of firm or company in India whose bid has been accepted by this Organization and the legal representation, representatives, successors and permitted assignee of such person, persons, firm or company.

0.4 Sub-Contract:

Shall mean ORDER placed by the Supplier/Contractor for any portion, of the ORDER or work Sublet with necessary written consent of this Organization on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

0.5 **Sub-Contractor:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by this Organization and amendments thereof and shall include all fees, registration and other charges paid to statutory authorities without any liability on the Organization for any of these charges unless specially agreed to, in writing by this Organization.

0.6 ORDER PRICE:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by this Organization and amendments thereof and shall include all fees, registration and other charges paid to statutory authorities without any liability on the Organization for any of these charges unless specially agreed to, in writing by this Organization.

0.7 **DELIVERY PERIOD:**

Shall means dispatch of the stores or receipt of the stores or installation and commissioning or erection and commissioning or fabrication and erection of the stores depending on the type of contract (Supply of Stores/SITC/SETC) by the date specified in the ORDER.

0.8 **DESTINATION**:

Shall men the location of the consignees for which this ORDER has been issued.

0.9 EQUIPMENTS/MATERIALS:

Shall mean and include any equipment, instruments, stores and goods to be together with modification and revision thereto.

0.10 DRAWINGS:

Shall mean and include all Engineering sketches, general arrangements, layout drawing, Sectional plans, all elevations etc. related to the ORDER together with modification and revision thereto.

0.11 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristic and standards (Indian as well as applicable and as specified in the ORDER). 1.12 **TESTS:**

Shall mean such process or processes to be carried out by the Suppliers/Contractor as prescribed in the ORDER, are considered necessary by this Organization or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

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1.13 APPROVAL:

Shall mean and include the written consent either manuscript, typewritten or printed statement under or over signature or seal as the case may be of this Organization or the representative or documents or other particulars in relation to the ORDER.

2. SCOPE OF ORDER:

- 2.1 Scope of the order shall be as defined in the ORDER, specifications, drawings and annexure thereto.
- 2, 2 Completeness of the EQUIPMENT/SITC/SETC shall be the responsibility of the Suppliers/ Contractors. Any equipment fittings and accessories, which may not be specifically mentioned in the specification or drawing(s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENTS (successful operation and functioning of the equipment being Suppliers/Contractors responsibility shall be provided by the SUPPLIER without any extra cost).
- 2.3 The Suppliers/Contractors shall follow the best modern practice in the manufacture of high grade EQUIPMENT not-withstanding any omission in that, the Supplier/Contractor shall in all respect design, engineer manufacture and supply the same within delivery period to the entire satisfaction of the Organization.

2.4 WORK TO BE CARRIED OUT UNDER THE ORDER:

All equipment to be supplied/SITC/SETC to be executed under the ORDER shall confirm to and comply with the provision of relevant regulation/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

3. ACCEPTANCE OF ORDER

- 3.1Within fifteen (15) days from date of mailing of ORDER, SUPPLIER/CONTRACTOR shall confirm acceptance of the order in its entirety.
- 3.2When Suppliers/Contractors has accepted the order with all its terms and conditions, tenderers' bid with general sales conditions and all his previous correspondences are considered superseded and void.
- 3.3 Should Suppliers/Contractors not respect the time limit for the Confirmation of the order or in case Suppliers/Contractors cannot accept the ORDER, this organization reserves the right to cancel in writing without prejudice to other terms, the entire ORDER or part of it, without notice. Under these circumstances the earnest money given by the supplier/contractor will be forfeited in full.

4. MODIFICATION IN ORDER:

- 4.1All modifications leading to changes in the order with respect to technical and or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by this Organization by issuing amendment to the ORDER.
- 4.2THIS Organization shall not be bound by any printed conditions, provision in the SUPPLIER BID forms of acknowledgement of ORDER, invoice, packing list and other document, which purport to impose any condition at variance with or supplement to ORDER.

6. JOINT AND SEVERAL RESPONSIBILITY:

6.1 Where Suppliers'/Contractors' Equipment or any part thereof are to be used jointly with the equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to supplier) this Organization will hold supplier and the manufacturer jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment.

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6.2 Consequently, Suppliers/Contractors shall establish and maintain all necessary contract with the manufacturer to be indicated by the organization with a view to ensuring the exchange of all relevant data and information.

7. PERFORMANCE SECURITY DEPOSIT:

- 7.1 TO ENSURE DUE PERFORMANCE OF THE CONTRACT, Performance Security is to be obtained from the successful bidder awarded the contract. The successful bidder, 2 weeks from the date of the issue of the letter of indent will be required to deposit Performance Security Deposit in the form of Fixed Deposit Receipt from a Commercial Bank/Bank Guarantee from a Commercial Bank for an amount as indicated in the letter of intent. The performance Security Deposit shall be 3 % of total cost of the order/contract value.
- 7.2 The Security money may be deposited in the form of Fixed Deposit Receipt/ Bank Guarantee from a Commercial Bank. It should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty/guarantee obligations.
- 7.3 This Organization shall not be liable to pay any Bank Charges, Commissions or interest on the amount of Performance security deposit.
- 7.4 Performance Security deposit shall be refunded to the supplier/contractor after completion of all contractual obligations of the supplier, including warranty/guarantee obligations. If the materials are supplied in the extended delivery period, the supplier/contractor will extend the validity of Bank Guarantee/FDR accordingly and the Security Deposit/Performance Guarantee will be released after extended validity expires.
- 7.5 For release of performance security deposit, supplier/contractor shall submit a certificate from the consignee to the effect that the equipment has performed satisfactorily during the guarantee period as stipulated in the order and organization has not suffered any loss or inconvenience on this account.

8. WARRANTIES AND GUARANTEES.

8.1 MATERIALS AND WORKMANSHIP

- 8.2Unless some special warranty/guarantee clause has been stipulated elsewhere in the invitation to the tender or any of its Annexure, the following warranty shall form part of the contract placed on successful tender:-
 - 8.2.1. Suppliers/ Contractors shall fully warrant that all the stores, equipment and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).
 - 8.2.2. Should any defects be noticed in design, material and/or workmanship within 12 months from the date of receipt/commissioning of the equipment, or the guarantee/warranty period as specified in specifications (Annexure-IV) whichever is later, the organization shall inform Supplier/Contractor and Supplier/Contractor shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of Defects and arrange rectification/replacement/ modification of the defective equipment at site without any cost to the organization within a reasonable period. If the supplier/contractor fails to take proper corrective action to repair/replace the defects satisfactorily within the reasonable period, this organization shall be free to take such corrective action as may be deemed necessary at contractor's risk and cost after giving notice to the Supplier/Contractor.
 - 8.2.3. Damage to the machinery and/or equipment due to incomplete and erroneous instruction issued by Supplier/Contractor will be the responsibility of th supplier/contractor and will be treated according to the provisions of warranty clause. Normal wear & tear shall not come under purview of this clause.
 - 8.2.4. In case defects are of such nature that equipment shall have to be taken to suppliers/Contractor's Works for rectification etc. Supplier/Contractor shall take the equipment at his cost after giving necessary undertaking or security as may be required by the Organization. This Organization shall, if so required by the supplier/contractor, dispatch the equipment by quickest mode on "Freight to pay" basis to the supplier's/contractor's

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address. After repairs suppliers/contractors shall deliver the equipment at site on freight pre paid basis. All risks in transit to and fro shall be borne by the supplier/contractor.

- 8.2.5. Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.
- 8.2.6. The supplier/contractor shall guarantee that they will supply spare parts if and when required on agreed price. The agreed price should include but without any limitation to agreed discount on the published catalogue price or on agreed percentage of profit on the landed cost.
- 8.2.7. The supplier will warranty that before going out of production for any of spare parts, they will give adequate advance notice to the purchaser so that the organisation may undertake to procure, if necessary, the balance of the life time requirements.
- 8.2.8. If the repairs, replacement or modification referred are of such nature as may affect the efficiency of the EQUIPMENT this organization shall have the right to give to the Supplier/Contractor within one month of such replacement/renewal notice in writing to carry out test as may be required for acceptance of the equipment.
- 8.2.9. If the supplier/contractor fails to honor his obligation to repair or replace defective goods within a reasonable period of time, or if supplier/contractor refuses to carry out work under the guarantee clause and implied guarantee condition, if danger is anticipated or in case of severe urgency, the

organization shall be entitled to carry out, at Supplier's/Contractor's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods have been delivered by supplier/contractor, this organization is entitled to procure the remaining goods/services at Supplier's/Contractor's cost and risk. This does not relieve Supplier's/Contractor's of any of his guarantee obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the supplier or his sub-contractors until delivery shall be borne by supplier/contractor.

9. **PERFORMANCE GUARANTEE:**

- 9.1 Supplier/Contractor shall guarantee that the performance of the Equipment/Material supplied under the order shall be strictly in conformity with specification and shall perform the duties specified under the ORDER.
- 9.2 The Supplier/Contractor shall guarantee that the materials/equipment that shall be purchased from the sub-contractor(s) shall be such as to fulfill the requirements laid down vide Para 8.1 to 8.10 above and shall undertake to ensure fulfillment of these requirement.

10. REJECTION:

If the ORGANIZATION finds that the goods supplied are not in accordance with the specification and other condition stated in the order or its sample(s) are received in damaged conditions (of which matters this organization will be sole judge), this organization shall be entitled to reject the whole of the goods or the part, or the part, as the case may be and intimate to the Supplier/Contractor any loss which the ORGANIZATION may be put to, also reserving the right to forfeit the performance security deposit if any made for the due fulfillment of the contract.

`11. 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 instalment 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

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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 authorise 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 instalment not yet due for delivery.
- C) Cancel the contract or a portion there by serving prior notice to the Contractor/Supplier and if so desired purchase or authorise the purchase of the stores not so deliver not carried out, or others of a similar description (where stores not delivered/ 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 has 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 contact 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 a 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 suppliers (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 or supply order on instruction from Purchaser regarding liquidated demurrages amount.

f)Not withstanding anything stated above, equipment and materials will be deemed to have been delivered 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 not carried out in time, the stores will be considered as delayed until such time all the missing parts are also delivered.

12. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS.

- 12.1 If the Organization finds that MATERIAL supplied executed are not of the correct quality or not according to specification required or otherwise not satisfactory owing to any reason of which the Organization will be the sole judge, the Organization will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of supplier, reserving always to itself the right to forfeit the performance security deposit placed by the supplier for the due fulfilment of the contract.
- 12.2. Rejected goods should be removed and replaced within 14 days of the date of communications of rejection.

13. SUBLETTING AND ASSIGNMENT:

The Supplier/Contractor shall not, save with the previous consent in writing of the purchase Authority, sublet, and transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not reliever the contractor from any obligation, duty or responsibility under the contract.

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14. BREAKAGE/SHORTAGE:

Claim in respect of breakage/shortages, if any, shall be preferred on the supplier within thirty days from the date of receipt of stores at destination by the consignee which shall be replaced/made good by the supplier at his/her own cost.

- All risk or loss or damage to the material shall be upon the Supplier/Contractor till it is delivered in accordance with the terms and conditions of the supply order.
- 15. If any material used or methods or processes practiced or employed the manufacture of items to Confirm with the requirement of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the supplier/contractor shall before using the material, method or process, as the case may be obtain such license(s) and pay such royalty(ies) and license fee(s) as may be necessary. The supplier/contractor shall keep the Organization indemnified from and against any and all claims, actions demand and proceedings whatsoever brought or made against the Organization on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the supplier/contractor shall at their own risk and defend any suit for infringement or patent or like suit brought against the Organization (whether with or without the contractor being a party thereto and shall pay demurrages and costs awarded in such suit and keep the Organization indemnified from and against all consequence thereof.

16. FORCE MAJEURE:

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them the contract, if any concluded, the relative obligation of the party affected by such force majeure lasts. The term "Force Majeure" as implied herein shall mean acts of God ,War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

17. LANGUAGE/TERMINOLOGY

The Supplier/Contractor shall ensure the Language/Terminology/Description of the Goods/ Services/Works used in the Supply Order/Bill/Invoice/any other documents dispatched by the Supplier/Contractor is **verbatim in English.18. REPEAT**ORDERS:- Repeat order can also be placed with the supplier upto 50% of the quantity. of this order on the same terms and conditions as stipulated in the original supply order, during the validity of the supply order or within six months from the date of this supply order, whichever is later. It is a condition of this order and it will be obligatory on the part of supplier/contractor to execute such repeat order(s) also as the consideration for this option in favour of the purchaser forms part of the main consideration under this order.

19. PACKING & MARKING:

- 19.1 The supplier shall consign/Ship the stores in Sea worthy/Air worthy/Road worthy packing confirming to the prescribed standards in force to withstand air/Ocean/Land journey and ensuring the safety of cargo en-route and also arrival of material at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the Suppliers/Contractors from Supplier's/Contractor's warehouse up to destination. Each packing case should have proper identification like name of suppliers, name of consignee, gross weight, TOP/do not turn over/handle with care.
- 19.2 Each package shall have a detailed packing list.

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19.3 The suppliers may please note that, the contracted materials/stores/equipment are to be transported to the consignee address/site only through registered common carriers as per carriage by road act 2007 notified by Government of India.

20. <u>INSURANCE</u>:- The contractor shall insure entire equipment during Transit, Storage, Installation, Testing, Commissioning until handing over to the consignee against losses, damages due to fire, earthquake, was, flood/thefts etc. No claim will be admissible on this account.

21. SHORT/DAMAGED/DEFECTIVE/NON REEIPT OF MATERIAL

The Supplier/Contractor is responsible for safe arrival of the material up to destination. Should there be any shortage/breakage of material found, the consignee, within a period of 30 days of receipt of material at destination, will lodge claim with the Supplier/Contractor and carriers under intimation to the Purchaser. The purchaser in question will also take up the matter with the supplier to make good the deficiency.

22. EXTENSION OF DELIVERY PERIOD

In case where only portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in case where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the purchaser reserves right to cancel the balance quantity not tendered for inspection within the delivery fixed in the ORDER at the risk and expensed of the contractor without further reference to him. If these stores for inspection during the fag end of the delivery period are not found acceptable after carrying out the inspection the purchase is entitled to cancel the contract in respect of the same at the risk and expenses to the contractor. If, however the stores tendered for inspection and found acceptable, the purchaser may grant and extension of the delivery period subject to the following;

- i) The purchaser has the right to recover from the contractor under provision of clause 11 Annexure- II of the general condition of the contract liquidated demurrages on the stores which the contractor has failed to deliver within the DP/refixed delivery period.
- ii. That no increase in price on account of any statutory increase in or fresh imposition of GST on account of any other tax or duty levied in respect of the stores specified in the ORDER which takes place after the date of the delivery period stipulated in the ORDER shall be admissible on such of the said stores as or delivered after the date of the delivery stipulated in ORDER.
- iii) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which take place after the date of the delivery stipulated in the ORDER shall be admissible on such of the said stores as are delivered after the expiry of the D/P stipulated in ORDER.
- iv) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in of remission of custom duty, excise duty, GST or on account of any other tax or duty or on any
- other grounds as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the acceptance of tender.
- v) The contractor shall not dispatch the stores, till such time an extension in terms of Para (i) to (ii) above is granted by the purchaser and accepted by the supplier. If the stores are dispatched by the supplier before obtaining an extension letter from the purchaser, he would be doing so at his risk and no claim for payment shall lie against the purchaser either in respect of the cost of the stores dispatched or any other expenses which the supplier may have incurred. The purchaser shall however have a right to cancel the contract in terms of clause 11 Annexure-II General terms & conditions. It shall be no defence that the consignee has taken delivery of the stores dispatched by the supplier without getting an extension letter and therefore the contract has been kept alive. vi) In case where the entire quantity has not been tendered for inspection within the Delivery period stipulated in the ORDER and the purchaser agrees to grant extension in the period the same would be subject to the conditions (i) to (iv) as mentioned paragraph above.

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ANNEXURE-III

1.	SALIENT FEATURES	BIDDERS CONFIRMATION					
1.1	Open Tender No & Date	KOL/TV/1(2)/2021-22/E-Tender/ Procurement of Li-ion V- Mount Battery/EQ-14 Dated: 13.01.2023					
1.2	Two Bid System	Yes					
1.3	Tender Fee	NIL					
1.4	Validity period of Bid	60 days from the date of opening i.e. upto and inclusive of date of opening.					
1.5	Earnest Money	As per Sl. No. 6 of Invitation to Bid.					
1.6	Performance Security Deposit	Would be required on placement of Letter of Intent i.e. 3% of the ordered value and shall be valid for 60 days from the date of expiry of guarantee/warranty.					
1.7	Delivery period	As specified in the "Invitation to Bid"					
1.8	Closing date of tender	Time:- 1300Hrs on dated:- 03.02.2023					
1.9	Opening date of Technical bid	Time:- 1400Hrs on dated:- 03.02.2023					
1.10	Opening date of Price bid	Will be notified later on.					

2. VITAL COMMERCIAL CRITERIA FOR ACCEPTANCE:

The following vital commercial conditions should be strictly complied with failing which the bid will not be considered.

2.1 Bids should be from supply houses / representatives / distributors / dealers / authorised agents / contractors with required experience in the field.

2.2 SUBMSSION OF BID SECURITY DECLARATION ALONG WITH BID

BID Security Declaration (duly signed) should be uploaded along with Tender documents if not registered with MSME/NIC. The BID without above will not be considered and summarily rejected.

- Submission of Performance Security Deposit for execution of contract as well as for satisfactory performance of equipment during warranty period by the successful bidders.
- Acceptance of "Failure and Termination Clause", No 11 General Terms and conditions of Tender documents. (Annexure -II)
- 2.5 Acceptance of "Arbitration Clause "No 28 (Annexure –I) tender document.
- 2.6 Acceptance of "Warranty and Guarantee Clause", No.8 General Terms and condition of tender. (Annexure –II)

The following criteria will be adopted for evaluation of bid:-

- 3.1 For delivery /completion periods quoted longer than that specified in the bid document, the quoted price shall be loaded 0.5% per extra week or part thereof .Offers with delivery/ completion period longer than 2 months beyond the stipulated delivery completion period will be rejected.
- 3.2 Bidders will not indicate separate discount. Discount if any should be merged in the rates against the quoted items. Discount, if any indicated separately will not be taken into account for evaluation purpose.

4. VITAL TECHNICAL CRITERIA FOR ACCEPTANCE OF BIDS

- 4.1 Bids should be from supply houses/representatives/distributors/dealers/authorised agents/contractors with required experience in the field.
- 4.2 Past performance report of similar items earlier supplied/similar works earlier carried out for this Organization will be taken into consideration while evaluating this bid. The bid shall be rejected, if the past performance of the similar item earlier supplied/similar work earlier carried out for the Organization is found to be unsatisfactory.

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DESCRIPTION OF STORES

C Band LNBC

SI No	Description of Parts	Qty
1	14.4 Volt, 6.8 AH, 87 WH to 98 WH Li-ion V- Mount Battery	6 Nos

CONSIGNEE:

The Dy. Director General (Engg), Mobile No. -8420153601 Doordarshan Bhavan, Doordarshan Kendra, 18/3, Uday Shankar Sarani, Golf Green, Kolkata: - 700 095. For any clarification, kindly contact: -

Shri Ranabir Chakraborty, Dy. Director (Engg.), Mobile No. -8584991461 Doordarshan Bhavan, Doordarshan Kendra, 18/3 Uday Shankar Sarani Golf Green, Kolkata: -700 095

NOTE: OEM/Authorized Dealer/agents of Supplier:-

If a Firm sends a Quotation for this Item manufactured by some other Company, the Firm is required to attach in its quotation, the manufacturer's Authorized Certificate.

- 1. Supplier shall guarantee for 12 months from the date of delivery at Doordarshan Kendra, Kolkata .Any defects/failure of equipment or assembly and non performance in this period are to be set right by the supplier free of cost at the premises of the consignee.
- 2. The supplier shall give the address of his local office/representative in India to facilitate interaction.
- 3. A Para by para compliance statement in the form of a table given below describing DD specifications for items must be attached with the offer by the supplier .This is mandatory and essential requirements. The compliance statement from the tenderer should be in the following format

Para No and DD Specification	DD Specs value and details	Parametric Value of quoted system	Compliance or deviation	Page No. of the bid where this information can be found	Remarks
1	2	3	4	5	6

Mere writing on compliance statement that system complies with the required parameter will not be accepted as compliance. The tenderer has to substantiate the same with either technical manual or pamphlets of the equipment. The compliance is to be submitted for complete bill of material including optional items.

A detailed complete bill of material (deliverable) shall be attached with the technical offer leaving price column blank .This bill will be exactly the same which has been given in the commercial offer, Make, <u>Model and Quantity of each item must be mentioned</u>.

SUGGESTIVE BILL OF MATERIAL:

SI No	Description of Parts	QTY.	Unit Price	GST %	Total Price
1	14.4 Volt, 6.8 AH, 87 WH to 98 WH Li-ion V- Mount Battery	6 Nos.	Not to be mentioned		Not to be mentioned

The supplied store must be conforming with the specification attached as ANNEXURE-VI.

SI. No	Description of Parts	QTY	Rs.	Rate	e in	GST %	HSN/SAC code	Amount in Rs.
01.	14.4 Volt, 6.8 AH, 87 WH to 98 WH Li-ion V- Mount Battery	6 Nos.	NOT MEN	TO FIONE	BE D	TO BE MENTIONED	TO BE MENTIONED	NOT TO BE MENTIONED

To The Dy. Director General (Engg) Doordarshan Kendra, Doordarshan Bhavan, 18/3 Uday Shankar Sarani, Golf Green, Kolkata -700 095

- 1 I/we hereby offer to supply the stores detailed in schedule hereto to such portion thereof as you specify in the ORDER at the price given in the said schedule and agree to hold this offer open as per bid validity period mentioned in Invitation to Bid through e-Tendering at Sl No.7, I/we shall be bound by the communications of acceptance dispatched within the prescribed time.
- I/We have understood the "Instructions to Bidders" and accepted "conditions of contract" 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 strictly in accordance with the requirements.
- **3** The following pages Annexure –II to Annexure –V and Appendix-1 to Appendix-4 have been added to and form part of this Tender.

Signature of the Bidder/Tenderer

Name :-Seal of the Company

Signature of witness Date Name Address

Signature of witness Date Name Address

APPENDIX-II EXCEPTION/DEVIATON PROFORMA

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This Organization expects the bidders to fully accept the terms and conditions of the tender document. However, should the bidder still envisage some exception /deviations to the terms and conditions of the tender documents, the same should be

indicated here and put in the Technical Bids. The price effect for withdrawal of such exception (s) to be indicated in the Price bids only. If this Proforma is left blank, then it would be presumed that bidder has no exception /deviations to the terms and conditions of the tender documents.

Clause No of Tender document	Full compliance not agreed	Exception/deviation taken by Bidder	Confirmation if price effect for withdrawal of this exception has been specified in the Price Bid	Remarks

Signature of the Bidder/Tenderer

Name :-Seal of the Company

SL No	Name and Address of the Client	Period From: To:	Description of stores/works in details	Total Quantity Supplied successfully	Remarks

Note: - Order Copies to be enclosed along with this Proforma.

Tenderers must give specific answers against each of following questions

KOL/TV/1(2)/2021-22/E-Tender/ Procurement of Li-ion V- Mount Battery/EQ-14 Dated: 13.01.2023

<u>Due for Opening: - 03.02.2023 at 1400hrs.</u>

01.	Whether stores orders confirm to specification at Annexure – IV If not, details of deviations must be stated here.
02.	Date by which delivery of stores/execution of work can be completed
03.	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 full name)
04.	GST Registration No.
05.	PAN No/TIN No.
06.	ITR and Balance Sheet for last 3 years
07.	Postal Address & e-mail Address of the firm
Dat	e:Signature of the Tenderer

Place:

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APPENDIX -V

Description of Items								
	SPECIMEN PRICE BID							
Name of the Supplier : -	Name of the Supplier : -							
Description of spare parts	<u>Qty</u>	Rate/unit (Rs.)	Sub Total (Rs.)	HSN/SAC code	GST %	GST Amount (Rs.)	Other Charges (if any) (Rs.)	<u>Total</u> (Rs.)
14.4 Volt, 6.8 AH, 87 WH to 98 WH Li-ion V- Mount Battery	6Nos.							

Check list:

a)In lieu of Bid Security the Bidder may submit duly signed 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended from the said Bid.
b) Copy of GST Registration No and PAN Card.
c) Technical leaflets/manuals for the make and model being offered.
d)Technical compliance statement against the technical specifications of the Tender.
e) Past Performance along with the user certificate in respect of Supply of the Equipment quoted.
f) Full details of after sales service capability with the locations of Service Centres across the country to be indicated.
g) In case of pre-bid meeting, the certificate issued for having attended the meeting.
h)Registration of the firms with MSME/ NSIC or BID Security Declaration .
i) All the pages of Tender Documents should be properly signed.
The bids not complied with the above shall be summarily rejected.