

PRASAR BHARATI  
(INDIAS PUBLIC SERVICE BROADCASTER)  
DOORDARSHAN KENDRA  
**R G Baruah Road Guwahati - 781024**

**No. DDK/GHY/METP-ARCA/E-TENDER /LED LIGHTS/2021-22**

**Date: 19.8.2021**

**Tender Enquiry**

**Sub:** E-Tender Enquiry for the **Supply, Installation, testing and commissioning of Studio Light's to Doordarshan Kendra ,Guwahati :- reg.**

1. E- Tenders are invited for SITC as per specifications given below by **Two bid system**.( from reputed manufacturers/authorized agents/dealers. )

S.No	Description of Stores/SITC	Quantity	Tender Fee	Estimated Cost ( In Rs)	Earnest Money Deposit
1	LED SOFT PANEL LIGHT 200 WATT(120deg)	30 NO.		30,00,000/- THIRTY LAKH	60,000/- SIXTY THOUSAND
2	LED PAR LIGHT 180 WATT	08 NO.			
3	LED PROFILE SPOT LIGHT 200 WATT	04 NO.			
4	LED FRESNEL SPOT LIGHT 100 WATT	06 NO.			
5	LED PANEL LIGHT 200 WATT(30 deg)	10 NO			

2. **Consignee:** The Deputy Director General (E) Doordarshan Kendra R.G.B. ROAD Guwahati. 781024

3. Tender Fee: Rs. 500 + 18% GST is compulsory for all the tender participant firms.Rs.590/-Demand Draft (DD) should be taken in favor of ADG (E)(NEZ), AIR & DD, Guwahati .Firms that are eligible for exemption from the tender document fee such as MSME, NSIC & other Procuring Entity registered units have to submit/upload scanned copy of documents in support of this exemption. Tenders received without tender fee/exemption document will not be considered for evaluation and will be rejected.

❖ **Tender Documents**

4. List of Tender Document to be uploaded are given in tender document, Hard copy Compulsory should be sent by Post to reach this office on or before **13.09.2021**.

5. The tenders will be received online up to 14.30 Hrs. on **13-09-2021** and opened at 15.00 Hrs. on the same day.

6. Tender documents can be viewed :  
I Procurement Portal of Prasar Bharati,<http://prasarbharati.eproc.in>

i Website of Prasar Bharati,<https://prasarbharati.gov.in/>

i Central Public Procurement Portal (CPPP): <http://www.eprocure.gov.in>

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**INSTRUCTIONS TO BIDDER – ONLINE BID SUBMISSION**

**DEFINITIONS:**

- 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 process of e-tendering which can be accessed on <https://prasarbharati.eproc.in>

**1. (A). ACCESSING /PURCHASING OF BID DOCUMENTS:**

- a. The scope of work or stores to be tendered are available in the complete bid documents which can be viewed/downloaded from e-tender portal of AIR(<https://prasarbharati.eproc.in>)
- b. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website (<https://prasarbharati.eproc.in>).
- c. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- d. All Corrigendum/Amendment/Corrections, if any, will be published on the website (<https://prasarbharati.eproc.in>)
- e. All documents/papers uploaded submitted by the bidder must be in English and legible.
- f. It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying Agency.
- g. For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday  
Ph: **0124-4302033/36/37, [prasarbharatisupport@c1india.com](mailto:prasarbharatisupport@c1india.com).**

**(B) TENDER PROCESSING FEE :**

- a. To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the e-tendering portal of AIR (<https://prasarbharati.eproc.in>) to have user ID & Password from M/s C1 India Pvt Ltd., **The Annual registration charges for vendor/supplier are Rs. 450/- plus 18% per annum**
- b. To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 925 plus 18% GST (Non-refundable) per tender per Bid through online mode (net banking/debit card/credit card). Bidder may contact **C1 India Pvt. Ltd. At Mobile No. +91-8130606629** for DSC related queries or can email at **[vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)**

**General instructions to bidders**

1. Bid document contains certain conditions for Manual submission of tender and are now redundant. Document shall be deemed to have been modified to that extent.
2. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
3. 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).
4. Bidders shall separately indicate the HSN/SAC code, rate and amount of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected.
5. 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
6. Any change in quotation after opening of tender will not be considered. Bidders must ensure that all the documents / files uploaded on e- procurement portal are in order and legible in all respect. Prasar Bharati will not be responsible for any documents / files illegible or corrupted due to any disruption/ technical snag of internet service being used by the bidders.
7. Terms & Conditions given in Technical specifications will supersede for conflict with any terms & Conditions given in Tender Document
8. The Earnest Money shall be in the form of FDR/Bank draft/Bank Guarantee from an Indian scheduled Commercial Bank in favor of ADG (E) (NEZ), AIR & DD, Guwahati. However, exemption we will be given to the firms registered with NSIC certificate under Single Point Registration System (SPRS)/MSME/MSE under public procurement policy in case of exemption of EMD. However, traders are excluded from public procurement policy.  
  
EMD deposit/ copy of NSIC certificate under Single Point Registration System (SPRS)/MSME/MSE shall be placed in a single sealed envelope super scribed with tender reference no and date of opening so as to reach The Deputy Director General(E) Doordarshan Kendra ,Guwahati before scheduled time on prescribed tender opening date. EMD/NSIC/MSME/MSE certificate received late shall be summarily rejected.
9. CVC guideline regarding post tender negotiation circular no.4/3/07date.03.03.2007 with bidders should always be adhered to while finalizing the tender
10. The tenderer while submitting their bid, must adhere to the instructions of Central Vigilance Commission, otherwise their offer is likely to be ignored.
11. **Purchase Preference: The Prasar Bharati / Central Government** may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services. As per **Clause 10(d) of Public Procurement (Preference to make in India) Order 2017 (PPP-MII Order 2017)** would be invoked wherever applicable ,when it is relevant

## **INSTRUCTIONS TO BIDDERS FOR PREPARATION OF TENDER**

1. The quotation should specifically mention **Make & Type of the items**, delivery date, and terms And condition of supply. The prices given should be firm and as under:

- (a) The prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
- (b) The 'Unit' Price should be for the Unit as indicated in the tender enquiry.
- (c) Prices quoted should be for F.O.R. Station of destination in India and Inclusive of charges as packing customs, etc., wherever applicable.

- (d) **The quotation should specifically mention rates for Supply & Taxes separately.**

- (e) **OEM authorization should be enclosed in the case of quotation from authorized dealer.**

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.

2. **EMD:** Earnest Money amounting to **Rs.60000/-**(Rupees SIXTY THOUSAND ONLY) shall be submitted in the form of FDR/Bank draft/Bank Guarantee from an Indian scheduled Commercial Bank in favor of ADG(E)(NEZ), AIR & DD, Guwahati. However, exemption will be given to the firms registered with NSIC certificate under single Registration (SPRS)/MSME/MSE under public procurement policy in case of exemption of EMD. However, traders are excluded from public procurement policy. Exemption will be given to the firms/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)\*and

Policy meant for only goods produced and services rendered by MSEs and Traders are excluded from the purview of Public Procurement Policy or registered with National Small Industries Corporation (NSIC) under Single Point Registration System (SPRS) or registered with the Central Purchase Organization or the concerned Ministry or Department or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME).

- \* **The Public Procurement Policy is meant for procurement of only goods produced and services rendered by MSEs. However, Traders are excluded from the purview of Public Procurement Policy.[Refer FAQ No.18 in the OM F.No.22(1)/2012-MA dated 24<sup>th</sup> October, 2016 of The Development Commissioner (MSME), Ministry of Micro, Small & Medium Enterprises, New Delhi].**

EMD/copy of NSIC certificate under single Registration (SPRS)/MSME/MSE should be submitted so as to reach this office before scheduled time on prescribed tender opening date failing which the bids shall be rejected.

- i. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded as per provisions.
- ii. If the contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited automatically **without any notice**.

- iii. In case the contractor fails to commence the work specified in the tender documents on the 15<sup>th</sup> day or such time period as mentioned in letter of award, after the date on which the Purchaser Issues written orders to commence the work, or from the date of handing over of the site, Whichever is later, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of earnest money absolutely.
- iv. If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the earnest money to be forfeited to the Government should be worked out with reference to the estimated cost of the work so awarded.
- v. In case of forfeiture of earnest money as prescribed in i to iv above, the tenderer shall not be allowed to participate in the retendering process of the work.

3. The tender shall consist of **two bids** namely:

**h TECHNICAL BID:** Technical bid should contain the confirmation to the enclosed technical specifications. **During the Technical evaluation, the tenderer needs to demonstrate the performance of the equipment offered, if required.**

**p COMMERCIAL BID:** The commercial bid should contain the price bid and acceptance of the commercial terms and conditions of this tender document. The price should be quoted for free delivery of materials at destinations.

**a Both Technical Bid and Commercial Bid will be submitted concurrently duly digitally signed in the website (<https://prasarbharati.eproc.in>)**

TELEFAX/E-MAIL offers, received directly by this organization, will not be considered.

In case tender opening date falls on a holiday, the bids will be received and opened at the same specified time on next working day. Bids received late or submitted after the scheduled specified time on scheduled date will not be entertained and will be returned back unopened.

The purchaser may, at his discretion extend the deadline for the submission of the bids by amending the bid document, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

#### **4. LIST OF DOCUMENTS (to be scanned and uploaded with tender)**

- a. Copy of EMD. Registration of firms with National Small Industries Corporation (NSIC) under Single Point Registration System (SPRS) for exemption of EMD. Copy of NSIC registration certificate to be enclosed. Registration of firms Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)\* or registered with National Small Industries Corporation (NSIC) under Single Point Registration System (SPRS) or registered with the Central Purchase Organization or the concerned Ministry or Department or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME) for exemption of EMD-copy of registration certificate to be enclosed.

**\* The Public Procurement Policy is meant for procurement of only goods produced and services rendered by MSEs. However, Traders are excluded from the purview of Public Procurement Policy. [Refer FAQ No.18 in the OM F.No.22(1)/2012-MA dated 24<sup>th</sup> October, 2016 of The Development Commissioner (MSME), Ministry of Micro, Small & Medium Enterprises, New Delhi].**

- b. Copy of SGST/CGST/IGST Registration Certificate/GSTIN Number and HSN/SAC code for supply/work items.
- c. Copy of PAN card
- d. Tender Document and specification complete duly signed on all pages.

- e. Technical leaflets/manuals/Data sheet for the make & model being offered.
- f. Technical compliance statement to technical specifications of the tender.
- g. Past Performance for 3 year along with the user certificate for supply of similar stores.
- h. Audited Accounts/ IT returns for the last 3 years.
- i. OEM authorization should be enclosed in the case of quotation from authorized dealer.

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

- 5 SECURITY DEPOSIT:** The successful Tenderer shall furnish the Security Deposit within 2 weeks after placement of order at the rate of 3 % of the **Order Value, failing which the EMD will be forfeited automatically, to Prasar Bharati, without any notice.** The security deposit shall be furnished in the form of Demand Draft / Bank Guarantee drawn in favor of **The ADG (E) (NEZ), AIR & DD, Guwahati.** Security Deposit should be valid for 2 months beyond Guarantee/Warranty period mentioned at clause 8 of the tender document. The Security Deposit will be returned in full on completion of successful Guarantee/Warranty Period.

For release of Security Deposit / Performance Security, the firm will submit his claim along with a certificate from the consignee that equipment supplied / SITC executed against this order has performed satisfactorily during its Warranty / guarantee period and department have not suffered any loss / inconvenience on this account

**6 TAXES:**

- a. SGST/CGST/IGST is applicable for the material to be supplied and works involved.
  - b. SGST/CGST/IGST is livable and intended to be claimed from the purchaser should be distinctly shown along with prices quoted. Where this is not done no claim for SGST/CGST/IGST will be admitted at any later stage and on any ground what so ever.
- 7** Printed terms and conditions of tendering firms will not be considered as forming parts of their tender.

**8. GUARANTEE / WARRANTY PERIOD:** Supply of Lights as per the Purchase order shall be guaranteed against any Manufacturing/work man ship defects for a period of minimum **One Year** from the date of commissioning. Any parts failing during the Guarantee period shall be repaired / replaced free of charge by the supplier at the Site.

- 9 .DELIVERY OF STORES:** The entire Supply /SITC shall be completed within a period of **FORTY FIVE DAYS FROM ISSUE OF PO.**

**10. EXERIENCE/ ELGIBILITY CRITERIA**

Bidder/Tenderer should be an authorized dealer for Supply of Lights /Studio Lights. In this regard, authorization certificate has to be enclosed along with the Tender Bid from OEM. Further dealer should have supplied similar Studio Lights in Past to AIR/DD. Purchase Order and Successful supply certificate should be enclosed.

Bids should preferably be from original manufacturers, however, Bids from sole selling agents/ authorized distributors/authorized dealers can also be considered provided such bids are accompanied with necessary supporting documents/authority letter from concerned original manufacturer who authorized them to market their product, provided further, such an authority letter is valid at the time of bidding. Required

Warranty Cover will be provided by such a Supplier through OEM.

**11. TECHNICAL SPECIFICATION AND GENERAL TERMS AND CONDITIONS:-**

The tenderer should submit necessary pamphlets description of items being offered along with technical bid and also the firms to which similar items were supplied in the near past and completion report.

Two sets of operation/user manual both in hard and soft copy has to be provided along with the equipment by the successful bidder.

- 12. In case of supply of any Specific or Manufacturer item, the Manufacturer's Test Certificate / preferably from MSME, should be enclosed.**
- 13. Inspection:** - The successful tenderer will have to get the items/ equipment's inspected by a person authorized by ADG at workshop/factory before dispatch. The date of inspection of goods may be intimated to this office before dispatch to the consignee, if such inspection at factory ordered by this department. In any case, the lights will be inspected at Doordarshan Kendra, Guwahati.

**14. TERMS OF PAYMENT:**

100 % Payment on successful installation and Commissioning of Lights /Studio Lights as per the purchase order.

**15. OPENING OF TENDER**

The tender bids will be received online upto 14.30 Hrs on **13.09.2021**.

The Technical bid will be opened in this office at 15.00 Hrs. on **the same day**.

The commercial bid opening will be notified after recommendation of technical committee.

- 16.** The quotations submitted shall remain open for acceptance for a period of **90 (Ninety) 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.
- 17.** Both your **PAN - Permanent Income Tax Account Number** and Income Tax Circle & your **GSTIN** Registration Number and the Tax circle should be definitely indicated in your quotation.
- 18. Bill Submission:-**

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

**The GST Compliant Invoices should have firm's GSTIN & Consignee GSTIN.**

I. Further the contractor/supplier/firm should submit the bank details, beneficiary name such as

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

**Along with their bill for online payment (if possible, a Photostat copy of the cheque leaf may be enclosed).**

- ii. Clear indication on the top of the bills. "Payment by direct credit to bank account through **ECS, NEFT, RTGS,ETC.**"



iii. **PAN NO, GSTIN Service registration number should also be clearly indicated in the bill.**

iv. Payment shall not be made without the above details.

**19. Income Tax/Trade Tax / Work Contract 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.

(I i) State Governments levy work contract tax/trade tax. These taxes are to be borne by the supplier / , wherever applicable. These taxes will be deducted by the paying authority.

(iii) Bidder must give the GST Registration document, Trade License no. etc., failing which the offer will not be considered.

**20. RIGHT OF ACCEPTANCE:** The ADG(NEZ), AIR & DD Guwahati reserves the right to reject the lowest tender or all the tenders

Without assigning any reasons whatsoever. Further, the ADG(NEZ), AIR & DD Guwahati reserves himself the right to increase or decrease up to 25% 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.

**21.** Canvassing whether directly or indirectly, in connection with Tender/quotation is strictly prohibited and the Tender/quotation submitted by the Contractors / suppliers who resort to canvassing will be liable to rejection.

**22. OPTION CLAUSE:** Prasar Bharati reserves the right to increase/decrease the ordered quantity by up to 25 (Twenty Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

**23. LANGUAGE / UNITS:** All information supplied by the Tenderer & all markings, notes, designation on the drawings & associated write-ups shall be in **"English language"** only. All dimensions, units on drawings, all references to weights, measures & quantities shall be in MKS.

**24.** In case this is second enquiry, your Quotation in response to the first enquiry should be presumed to be valid up to 90 days from the last date mentioned in para 15 above unless we hear from you.

**25. CONDITIONS OF CONTRACT:**

- a. DGS & D-68 (Revised) and DGS & D-71 as amended up to date. However, such of those conditions stipulated on this tender shall supersede corresponding conditions in DGS&D-71.
- b. The contractor shall sign a contract agreement form in triplicate in the prescribed proforma and submit the same along with Security Deposit within 2 weeks. The complete form with the purchaser's signature shall be sent back to the contractor. No supplies will be made and no work shall start unless the agreement is signed by the contractor and the purchaser.

**26. BREAKAGE/SHORTAGE:**

Claim in respect of breakage/shortages, if any, shall be preferred on the supplier/contractor within ten days from the date of receipt of stores at destination by Ultimate consignee which shall be replaced/made good by the supplier/contractor at his 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

**27. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS**

If the Organization finds that MATERIAL supplied 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 security deposit/performance bonds placed by the supplier for the due fulfilment of the contract.

Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

#### **28. ONE BID PER BIDDER**

- a. A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified. Alternative Bids shall not be considered.
- b. Alternative Bids shall not be considered.
- c. Any Bidder having formed a JV/Consortium shall not be considered eligible to make JV/consortium within any Other bidder or form part of any other JV/Consortium and submit a Bid for the same tender.

#### **29. CANCELLATION/RESCISSION:**

The Bidder shall be liable to pay compensation for any loss or damage to Prasar Bharati resulting from any cancellation/rescission due to the reasons attributable to the Bidder and the Prasar Bharati shall be entitled to deduct the amount so payable from the amount due to the Bidder from any other contract.

#### **30. FAILURE AND TERMINATION CLAUSE**

Time and date of delivery shall be essence of the contract. If the Contractor /Supplier fails to deliver the stores / execute SITC / SETC, or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the purchaser may without prejudice to any other right or remedy, available to him to recover demurrages for breach of the contract:-

- (a) Recover from the Supplier/Contractor as agreed, liquidated demurrages including Administrative expenses and not by way of penalty, a sum equivalent to 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof (this is an agreed, genuine pre-estimate of demurrages duly agreed by the parties) which the supplier/contractor has failed to deliver thereof is accepted after expiry of the aforesaid period, provided that the total demurrages so claimed shall not exceed 10% of the contract price of the stores / SITC / SETC. After full period of extension, termination of the contract will be considered by the Organization.
- (b) Purchase or authorize the purchase elsewhere on the account and at the risk of the contractor/supplier, of the stores not so delivered / SITC / SETC not carried out or other of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the contractor/supplier without cancelling the contract in respect of the installment not yet due for delivery or,
- (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 10% of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order, from the bill for payment of the cost of materials / works submitted by the supplier / contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated demurrages amount.
- (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 them is sing parts are also delivered.

### 31. ARBITRATION OF CONTRACTUALDISPUTES:

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under ICADR Arbitration Rules, 1996.

The Authority to appoint the arbitrator(s) shall be The Additional Director General (E)(NEZ), AIR&DD, Guwahati .

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

- a) The number of arbitrator(s) shall be one who has legal as well as Technical Background.
- b) The language of the arbitration proceedings shall be English.
- c) The place of arbitration proceedings shall be **Guwahati only**.

### 32. FORCE MAJEURE:

- a. If any time during the continuance of the contract the performance in whole or in part by the Successful Bidder shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god, **(but not including negligence or wrong-doing, predictable/ seasonal rain)** herein after refer to as events and provided notice of happenings of any such eventuality is given by the successful Bidder in writing within 07 days from the date of occurrence thereof **(and it cannot be claimed ex-post facto)**, the purchaser shall by reason of such event, neither cancel this order nor shall 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. However, if such event continues for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to the other party.
- b. If the deliveries are suspended by force majeure conditions lasting for more than 90 days, the organization have the option of cancelling this contract in whole or part at its discretion without any liability on its part of the Purchaser

### 33. 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.

Prasar Bharati reserves the right to accept or reject any or all applications without assigning any

reasons. Prasar Bharati also reserves the right to annul the tender process at any stage without assigning any reason.

**34. GENERAL**:-All the pages of the tender document should be thoroughly read and the bids shall be Online through e-portal <https://prasarbharati.eproc.in>

(Suresh Kumar Singh)  
Assistant Director (Engg)  
for Dy Director General (Engg)  
Doordarshan Kendra Guwahati  
e-mail:ddgeng.ghy@gmail.com

#### ANNEXURE – IV

##### Documents to be uploaded and its compliance

Sr.No.	Checklist Point
1	Earnest Money Deposit (EMD) Demand Draft
2	Registration of firm with NSIC for exemption of EMD. Kindly refer <b>Annexure-III, Sl.No. 4 of tender document</b>
3	Copy of PAN Card
4	Copy of GST Registration
5	Eligibility Criteria, documentary proof for supplied in past to AIR/DD.
6	Technical leaflets/manual for the make and model being offered
7	Technical compliance statement to technical specifications of the tender
8	Copy of Registration of firm / concern / incorporation certificate as applicable
9	Whether all pages of the tender submitted are signed stamped
10	Whether the OEM's Authorization letter enclosed
11	Whether firm has submitted Certificate the stating that the firm has not been blacklisted by any government organization
12	Whether the OEM's Certificate of guarantee letter enclosed

**Annexure- V**

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

To,

The Additional Director General (E)(NEZ),  
All India Radio & Doordarshan,  
Guwahati

Sir,

This is to certify that M/s\_\_\_\_\_ has not been black listed by any Government Organization before submission of the tender document.

Yours faithfully,

Authorized Signatories (Name &

Designation) Date:

For and on behalf of M/s\_\_\_\_\_

**Annexure-VI**

OEM'S LETTER HEAD  
CERTIFICATE FOR AUTHORIZATION

Date: 19.8.2021

Tender No. DDK/GHY/METP-ARCA/e-Tender /LED Lights/2021 -22

We, M/s \_\_\_\_\_ <Name and Address of  
the OEM> do hereby authorize M/s \_\_\_\_\_ <Bidders  
name>, having its office at

\_\_\_\_\_  
<Bidder's address> to submit the bid and sign the contract with All India Radio for the equipment  
/product offered by us against the above tender.

Signature \_\_\_\_\_  
Name and Designation of authorized signatory of the OEM \_\_\_\_\_  
Name of the OEM \_\_\_\_\_  
Stamp of the OEM \_\_\_\_\_

**Annexure - VII**

**OEM's LETTER HEAD  
CERTIFICATE FOR GUARANTEE**

Date: 19.8.2021

Tender No. DDK/GHY/METP-ARCA/E-Tender /LED Lights/2021 -22

We, M/s \_\_\_\_\_ <Name and Address of the  
OEM> do hereby confirm that:

1. The offered equipment shall be guaranteed for satisfactory working without any fault and defect for three years from the date of receipt of last accepted consignment at the Respective consignee's premises.
2. Any defect or failure of the product during the guarantee period shall be repaired/replaced free of charge at site. For repairing of any defective unit during the guarantee period, the defective unit requiring repairs will be handed over to M/s \_\_\_\_\_  
< Name of the local office/local authorized representative/dealer> who will arrange repairs locally at site or send/export the defective units to our factory and re-import/send back after repairs.
3. It is the responsibility of M/s \_\_\_\_\_ < Name of the local office/local authorized representative/dealer> to arrange the repair/replacement of faulty items for All India Radio i.e. transportation charges are not to be paid by DD for transporting the defective/repared items if required to be removed from site during the guarantee period
4. Guarantee period of the equipment would be extended corresponding to the outage period if the failure rectification takes more than 15 days' time.



Annexure-viii (FORM)

1. Bidder/Customer Name:
2. Bidder/customer address:
3. Bidder E mail ID:
4. Particulars of Bank Account
  - a) Name of Bank
  - b) Name of Branch
  - c) Address
  - d) Telephone Number
  - e) Type of Account (current/saving etc.)
  - f) Account Number
  - g) IFSC of the bank branch
  - h) 9 digit MICR code

I/We hereby authorize Prasar Bharati to release any amount due to me/us in the bank account as mentioned above, I/We hereby declare that the particulars given above are correct and complete, If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold Prasar Bharati responsible.

**Self-Certificate for Local Content**

\*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

\*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location(s) at which the local value addition made is/are as under:

1.....

2.....

3.....

**\* Strike out whichever is not applicable**

Date:

Seal & Signature of the Bidder

**Bid Securing Declaration Form**

Date:\_\_\_\_\_Tender No.\_\_\_\_\_

To

The Additional Director General (E)(NEZ  
All India Radio & Doordarshan  
Guwahati

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) havewithdrawn/modified/amended,impairsorderogatesfromthetender,my/ourBidduringthe period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity  
(i) Fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid 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.

Signed: (insert signature of person whose name and capacity are shown)  
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on\_\_\_\_\_day of (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## **FORM OF PERFORMANCE / BANK GUARANTEE BOND**

In consideration of THE ADDITIONAL DIRECTOR GENERAL (ENGG), ALL INDIA RADIO & DOORDARSHAN , Guwahati and on behalf of the Prasar Bharati ( India's Public Service Broadcaster ) having offered to accept the terms and conditions of the proposed agreement between .....and .....(hereinafter called " the said contractor(s) " for the work .....(hereinafter called " the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....Only) as a security/ guarantee from the contractor (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We.....(hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank. Pay to the Government an amount not exceeding Rs.....(Rupees..... Only) on demand by the Government.
2. We.....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees... ..Only).
3. We, the said Bank, further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We... ..further agree that the Guarantee herein contained shall (Indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We... ..Further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We... ..lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
8. This Guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....Only), and unless a claim writing is lodged with us within Six Months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

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

(indicate the name of the Bank)

ADG(E)(NEZ), AIR & DD, Doordarshan Complex R.G.B.  
Road Guwahati 781024

**Technical Specification****LED soft panel Light 200 Watt**

Sl.No	DD Specification	Requirements	yes	No	Deviation	Remarks
1	2	3	4	5	6	7
1	Color Temperature	3200K				
2	Beam Angle	120°				
3	Mix. Power Consumption	200 W				
4	CRI	98				
5	TLCI	97				
6	Manual & electronic Dimming	0% -100%				
7	DMX in/out connector	3/5 pin XLR				
8	Power Supply	100-240V,50Hz				
9	Type of Cooling	Passive heat dissipative				
10	Control	DMX & Manual				
11	Flicker free operation for broadcast TV	0% flickering				
12	Power supply cable should be min.3 meter length FRLS and ISI cable	Fire resistant 3 core 1.0 sqmm copper cable				
13	The light should be supplied with necessary accessories like yoke, clamps, safety chain for use with teleclimber along with adjustable barn door and gel/diffuser required	All the accessories which are required to complete the work				

## Technical Specification

ANNEXURE-XI(2)

### LED PAR Light 180 watt

Sl.No	DD Specification	Requirements	yes	No	Deviation	Remarks
1	2	3	4	5	6	7
1	Beam Angle	25°				
2	Mix. Power Consumption	180 W RGBW 4 in 1 LED				
3	Manual & electronic Dimming	0% -100%				
4	DMX in/out connector	3/5 pin XLR				
5	Power Supply	100-240V,50Hz				
6	Type of Cooling	Passive heat dissipative and should not be no cooling fan				
7	Control	DMX & Manual				
8	Flicker free operation for broadcast TV	0% flickering				
9	Power supply cable should be min.3 meter length FRLS and ISI cable	Fire resistant 3 core 1.0 sqmm copper cable				
10	The light should be supplied with necessary accessories like yoke, clamps, safety chain for use with teleclimber along with adjustable barn door and gel/diffuser required	All the accessories which are required to complete the work				

## **Technical Specification**

ANNEXURE-XI (3)

### **LED PROFILE SPOT Light 200 watt**

Sl.No	DD Specification	Requirements	yes	No	Deviation	Remarks
1	2	3	4	5	6	7
1	Color Temperature	3200 K				
2	Beam Angle	26°				
3	Maxm. Power Consumption	200 W				
4	CRI	90				
5	TLCI	90				
6	Manual & electronic Dimming	0% -100%				
7	DMX in/out connector	3/5 pin XLR				
8	Power Supply	100-240V,50Hz				
9	Type of Cooling	Passive heat dissipative and should not be no cooling fan				
10	Control	DMX & Manual				
11	Flicker free operation for broadcast TV	0% flickering				
12	Power supply cable should be min.3 meter length FRLS and ISI cable	Fire resistant and 3 core 1.0 sqmm copper cable				
13	The light should be supplied with necessary accessories like yoke, clamps, safety chain for use with teleclimber along with adjustable barn door and gel/diffuser required	All the accessories which are required to complete the work				

## **Technical Specification**

### **LED FRESHNEL SPOT Light 100 watt**

Sl./ No	DD Specification	Requirements	yes	No	Deviation	Remarks
1	2	3	4	5	6	7
1	Color Temperature	3200 K				
2	Beam Angle	15°-- 50°				
3	Mix. Power Consumption	100 W				
4	CRI	>90				
5	TLCI	>95				
6	Manual & electronic Dimming	0% -100%				
7	DMX in/out connector	3/5 pin XLR				
8	Power Supply	100-240V,50Hz				
9	Type of Cooling	Passive heat dissipative and no cooling fan				
10	Control	DMX 512 & Manual				
11	Flicker free operation for broadcast TV	0% flickering				
12	Power supply cable should be min.3 meter length FRLS and ISI cable	Fire resistant and 3 core 1.0 sqmm copper cable				
13	The light should be supplied with necessary accessories like yoke, clamps, safety chain for use with teleclimber along with adjustable barn door and gel/diffuser required	All the accessories which are required to complete the work				



## **Technical Specification**

### **LED PANEL Light 200 watt**

Sl.No	DD Specification	Requirements	yes	No	Deviation	Remarks
1	2	3	4	5	6	7
1	Color Temperature	3200 K				
2	Beam Angle	30°				
3	Maxm. Power Consumption	200 W				
4	CRI	98				
5	TLCI	97				
6	Manual & electronic Dimming	0% -100%				
7	DMX in/out connector	3/5 pin XLR				
8	Power Supply	100-240V,50Hz				
9	Type of Cooling	Passive heat dissipative and should not be cooling fan				
10	Control	DMX 512 & Manual				
11	Flicker free operation for broadcast TV	0% flickering				
12	Power supply cable should be min.3 meter length FRLS and ISI cable	Fire resistant 3 core 1.0 sqmm copper cable				
13	The light should be supplied with necessary accessories like yoke, clamps, safety chain for use with teleclimber along with adjustable barn door and gel/diffuser required	All the accessories which are required to complete the work				

## Commercial Bid

PRASAR BAHARATI  
(INDIA'S PUBLIC SERVICE BROADCASTER)  
DOORDARSHAN KENDRA GUWAHATI

## PRICE BID

Tender No.-No. DDK/GHY/ARCA/E-Tender/LED LIGHT/2021-22 /

Dated –19.08.2021

Name of Work – SITC OF STUDIO LED LIGHTS AT DDK GUWAHATI

Name of the Tenderer:- M/S-----

S/ N	Description of store item	Quantity required	HSN/ SAC code	PRICE				
				UNIT RATE IN Rs--	Rate of SGST (%)	Rate of CGST (%)	Rate of IGST (%)	Total In Rs
1	LED SOFT PANEL LIGHT 200Watts (120 deg)	30						
2	LED PAR LIGHT 180 Watt	8						
3	LED PROFILE SPOT LIGHT 200Watts	4						
4	LED FRESNEL SPOT LIGHT 100Watts	6						
5	LED PANEL LIGHT 200Watts (30 deg)	10						
6	SITC of above lights	One Job						
	GRAND TOTAL							
	GRAND TOTAL IN WORDS							

\*\* COST QUOTED SHALL BE INCLUDED OF TRANSPORT AND DILIVERY CHARGES AT CONSIGNEE OFFICE ADDRESS.