

PRASAR BHARTI
(INDIA'S PUBLIC SERVICE BROADCASTER)
DOORDARSHAN KENDRA: DD News
E –Tender Notice

File No.DDN/5/115/16(82)2019-20G(E)

Dated – 27/08/2019

Subject: Comprehensive AMC of ACs available in technical area of DD:NEWS.

On behalf of Prasar Bharati (INDIA'S PUBLIC SERVICE BROADCASTER), this office is invited quotation for Comprehensive AMC of ACs available in technical area. The details of quotation are given in the schedule as below.

Sl. No.	Items Description	Qty
1.	Packaged A/C,5.5 Tons	
2.	Tower AC,4.5 Tons	02 Nos.
3.	Tower AC,3.5 Tons	03 Nos.
4.	Split AC ,2.0 Tons	09 Nos.
5.	Split AC,1.5 Tons	22 Nos.
		15Nos.

1. Terms and Conditions are described in Annexure - II.
 2. Tender document cost --- Rs 1000/- (Inclusive All Taxes, Non Refundable)
 3. Estimated Cost: Rs.2,00,000/- Inclusive All Taxes
 4. Earnest Money cost (EMD) -- Rs.4,000/-
 5. Consignee : DDG (E), Doordarshan News.
 6. Paying Authority : DDO, Doordarshan News.
 7. Payment terms : 100 % on delivery of items and handing over in satisfactory working condition.
 8. Conditions of contract : As contained in DGS&D-68, DGS&D 36 and instructions to bidders
Rule DGS & D-230
9. Opening of Technical/commercial Bid: **17.09.2019 at 15:00 hrs**
10. Deadline for completion of work: with immediate effect whenever will be required.
11. Penalty clause: AS per DGS&D norms

The tender is to be submitted online on website [www.tenderwizard .com/PB](http://www.tenderwizard.com/PB) latest by **15.00 hrs on 17th September 2019**. For information to bidder it is also available on www.ddnews.gov.in . An EMD of Rs. 4,000/- and a tender fees of Rs 1000 is required to be submitted in form of Bank Draft /Pay Order drawn in favour of Drawing and Disbursing Officer, DD News, PBBCI, New Delhi. Payable at Delhi and should be submitted to undersigned at this Kendra latest by **14:00 hrs on 17/09/2019**. Quotations shall be opened on the same day at **15:00 hrs** also online. Tenders received after due date / time or not accompanied with EMD, tender fee shall be rejected/not accepted under any circumstances. The DDG (E) reserves the right to reject any or all tenders without assigning any reason whatsoever.

(Urmila Pandita)
Assistant Engineer,
For Deputy Director General (Engg)
E-mail: ddnews.enggstores@gmail.com
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Annexure -I

Specification

Comprehensive AMC of ACs available in technical area as per details given below

Sl. No.	Items Description	Qty
1.	Packaged A/C,5.5 Tons	02 Nos.
2.	Tower AC,4.5 Tons	03 Nos.
3.	Tower AC,3.5 Tons	09 Nos.
4.	Split AC ,2.0 Tons	22 Nos.
5.	Split AC,1.5 Tons	15 Nos.

Terms & Conditions

1. This agreement will commence w.e.f.for a period of one year i.e.to
2. The payment will be made quarterly subject to satisfactory work done. Bills are to be presented in duplicate at the end of quarter. No advance payment will be made.
3. The Charge payable shall be Rs.(Rupees
..... Only) including GST @ 18% in four equal quarters. NO ADVANCE PAYMENT WILL BE MADE FOR THE SAID AWARDED AMC.
4. The Inspection of all the Units by the service engineer of the company shall be carried out every first week of the month, preferable on Thursday and a report is to be obtained from the Assistant Engineer/ Assistant Director (E) (Designated by DD News Delhi) for satisfactory work done.
5. The Contractor shall take utmost care to carry out preventive maintenance measures so as to allowed to take up work during night as a special case no extra payment will be made for attending the works on holidays and odd hours/normal working days. For Attending the works on holidays /during night a special permission is to be taken in advance by the competent authority of DD News Delhi.
6. The contractor shall supply free of charge all the spare parts and materials which are needed for the maintenance / servicing of the units including refrigerants / compressor and electrical accessories excluding AVR of power supply. Sufficient critical spares are to be staked by the contractor. No material will be supplied by the department.

- 7 The Contractor shall deposit security money as fixed deposit/Bank Guarantee of Rs./-(Rupee only.) in name of "DDO, DD NEWS, PBBCI, NEW DELHI within ten days of the agreement. It shall be executed in the event of any kind of lapses/damages of performance on any sort of reasons.
8. In case the contractor terminates the contracts before expiry of AMC period awarded i.e. one year the security money of Rs./- will be forfeited.
9. The contractor shall be responsible to handover all the ACs with make/ model in perfect working order at the expiry of the AMC and any expenditure except spares still required to be made to bring the units in perfect working condition shall be borne by the contractor only. In case of failure to do so expenditure incurred by department will be debited from the security deposited or from the last/pending bill.
10. The contractor shall abide to exigencies of DD News commitment and time discipline as regards the performance of all ACs by establishing reasonable level of performance. Otherwise the contractor shall be liable to the penalty as indicated above in this agreement.
11. Contractor will attend service calls as and when required and immediate rectifications of faults within twenty four hours even during odd hours and holidays. No extra payment will be made for attending the works on holidays and odd hours. If the fault is not attended within 24 hours, Department will be free to get it attended from open market and debit the amount from the contractors bill as per actual.
12. Worn out parts etc. are to be repaired /replaced as and when required. The units will be operative for 18 hours per day or even full day as per requirements.
13. Motors including protective devices are to be checked regularly to avoid a major break down of unit.
14. Servicing of the units are to be carried out –
WEEKLY / FORTNIGHTLY / MONTHLY in respect of the following items: -
- a. Lubrication of the bearing of the motors. Clearing of the drain pipes air filter and checking of leakage etc.
 - b. Checking / repairing / servicing of safety controls.
 - c. Testing the system for gas leakage.
 - d. Servicing / replacement of measuring equipment device fitted with the associated systems.
- 15 The Contractor shall be required to bear the transportation charges whatsoever if some components are to be taken out of DD News for necessary repairs either to working place or to the market .
16. The contract will include the labour/Supervision on the part of the contractor.
17. The contract will not include –
- a) Day to day running of the W-AC units/ S-AC units.
 - b) Any work related with the modification / replacement / repair of civil / mechanical works.
 - c) Painting of the equipment.

18. DG(N &CA), Doordarshan News Delhi will have the right to terminate the AMC during the period of the one year if the firm is not giving satisfactory service of the units for effective working of ACs required in the respective sections and payment will not be released.
19. The contractor shall be responsible for safety of their staff. There shall be NO CLAIM ON THE department (i.e. DD News Delhi) whatsoever in case of any injury / accident to their staff.
20. In case of any dispute during the AMC, decision of the DG(N & CA), DD News Delhi shall be final and binding on contractor.
21. In witness of the present agreement designed by the Department/Corporation to be signed with the contractor on behalf of Prasar Bharati, (India's Public Service Broadcaster) through the DG(N & CA), Doordarshan News Delhi.
22. AMC of ACs should conform to the terms and conditions in the tender. The materials used for AMC are subject to inspection at the destination by the consignee.
23. The ACs must be attended within 24 hours of Registration of complaint otherwise, 5% penalty will be imposed of quarterly AMC cost of respective ACs per day after the completion of 24 hours. Penalty imposed on ten or more occasions in any quarter for all the links would be considered as rendering of unsatisfactory services and the agreement is likely to be terminated prematurely at the sole discretion of Doordarshan News.
24. The firm must be registered under GST and copy of registration should be attached.

Annexure -II

GENERAL INSTRUCTIONS TO BIDDERS.

The scopes of work or stores to be tendered are available in the complete bid documents which can be viewed /downloaded from e-tender portal of <http://tenderwizard.com/PB>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website [http:// www.tenderwizard.com/PB](http://www.tenderwizard.com/PB). 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.

All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/PB>.

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

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.

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 <http://tenderwizard.com/PB> to have user ID & Password from M/s ITI Ltd. The Annual registration charges for vendor/supplier are Rs.1, 180/- (Rupees one thousand one hundred Eighty only) per annum.

To participate in e-bid, bidders shall be charged e-tendering processing charges @ 0.1% of estimated contract value with minimum Cap Rs.590/- and maximum cap Rs.5900/- only including GST.

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. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid. 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).

The Earnest Money shall be in the form of FDR/Bank Draft/Bank Guarantee from an Indian scheduled Commercial Bank in favor of Drawing and Disbursing Officer ,DD News, PBBCI, New Delhi. Delhi payable at Delhi. However exemption we will be given to the firms registered with NSIC.

EMD deposit shall be placed in a single sealed envelope superscribed with tender reference no. and date of opening so as to reach Deputy Director General (Engg), Doordarshan News , New Delhi, New Delhi-110001 before scheduled time on prescribed tender opening date (Technical Bid). EMD received late shall be summarily rejected. Hard copy of any other tender document shall not be accepted.

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

Copy of EMD/ Copy of NSIC Registration certificate in case of exemption of EMD

Copy of GST certificate

Copy of PAN card

Past Performance along with the user certificate in respect of Supply of the Equipment quoted.

Proof of experience to desired category of work in Government, semi Government or Private sector.

Copy of Audited Report/ IT Returns for the previous two years.

Detailed technical specifications of the equipment proposed to supply.

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

The quotation should specifically mention Make & Type of the items, delivery date, terms and condition of supply.

The prices given should be firm and as under.

The prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected. The 'Unit' Price should be for the Unit (Complete Set Fully operational) as indicated in the tender enquiry.

Prices quoted should be for F.O.R. DD News Delhi and Inclusive of charges as packing customs, etc., wherever applicable. The quotation should specifically mention rates for Supply & Taxes separately. 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.

EMD: Earnest Money amounting to **Rs. 4,000/-** [Rupees Four Thousand only] shall be in the form of FDR/ Bank Draft/Bank Guarantee from an Indian scheduled commercial Bank in favor of Drawing and Disbursing Officer, PBBCI, New Delhi payable at Delhi and submitted to this office in a separate cover superscripted with Name of the tender and Due date. However, exemption will be given to the firms registered with NSIC. The EMD shall reach/submitted to this office on or before due date and time without which the tender will be rejected.

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 tenderer except those of the lowest is refunded as per provisions.

1. In case of forfeiture of earnest money as prescribed the tenderer shall not be allowed to participate in the retendering process of the same stores.
2. The tender shall consist of one bid only namely PRICE BID: The commercial bid should contain the price bid (Annexure-II) and acceptance of the commercial terms and conditions of this tender document. The price should be quoted for free delivery of materials at respective destinations. Both Technical Bid and Price Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/PB>.
3. MANUAL/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.

4. 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.
5. Tenderer should quote for all the required items. Partial tenders will be rejected.
6. Performance Guarantee: The EMD of the successful bidder will be treated as performance guarantee will be forfeited automatically to President of India, without any notice. The security deposit shall be furnished in the form of FDR / Bank Guarantee from an Indian scheduled commercial Bank in favor of Drawing and Disbursing Officer PBBCI, DD News, New Delhi payable at Delhi. The Security Deposit will be returned in full on completion of successful Guarantee/Warranty Period. For release of Performance Guarantee/Security deposit, 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.
7. TAXES:
 - a. Payment of Entry Tax / Octroi Duty and Toll Tax (on ultimate products). 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 are bound to 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.
 - b. Sales Tax / Service Tax livable and intended to be claimed from the purchaser should be distinctly shown along with prices quoted. Where this is not done a claim for Sales Tax / Service Tax will be admitted at any later stage and on any ground whatsoever.

* Please note that this Office will not issue any Form such as 'C', 'D' etc.

24. Printed terms and conditions of tendering firms will not be considered as forming parts of their tender.
25. GUARANTEE / WARRANTY PERIOD & AFTER SALES and SERVICE:

The stores shall be guaranteed against any Manufacturing/ Execution defects for a period of minimum 1 Years from the date of completion of the supply. Any parts failing during the Guarantee period shall be repaired / replaced free of charge by the supplier at the Sites. The tenders competent to provide service support for at least ten years after warranty shall participate in the tender.
26. DELIVERY OF STORES: The supply and execution of work shall be completed within 01 week from placement of order. Part supply or short supply will not be accepted.
27. TERMS OF PAYMENT: -

100 % Payment through NEFT on successful completion of work in DDB Tower-B, Mandi House .The supplied equipment is to be tested for all of its functions under the supervision of Engineer in Charge.

Successful tenderer shall submit a mandate from duly completed along with the bill. The details of beneficiary's name, name of the bank and branch, address, bank account no, IFSC Code, MICR Code, along with the full address, Phone No and e-mail ID of the beneficiary.

28. The tender bids will be received online up to **14.00 Hrs on 17/09/2019** will be opened in this office at 15.00 Hrs. on the same day.
29. The quotations submitted shall remain open for acceptance for a period of 180 days.

30. **RIGHT OF ACCEPTANCE:**

The undersigned reserves the right to reject the lowest tender or all the tenders after assigning reasons whatsoever. Further, the undersigned reserves himself 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. 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 President of India reserves the right of accepting the whole or any part of the Tender shall be bound to perform the same at the rate quoted. 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.

31. **CONDITIONS OF CONTRACT:** As contained in DGS&D-68, DGS&D 36, 71 and instructions to bidders rule DGS&D-230

FAILURE AND TERMINATION CLAUSE

Time and date of delivery shall be essence of the contract. If the Contractor / Supplier fails to deliver the stores, 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) Penalty will be imposed at the rate of 0.5% per week in limit of 20 week & prorate there after not exceeding 10% of contract value.

(b) Purchase or authorize the purchase elsewhere on the account and at the risk of the contractor/supplier, of the stores not so delivered 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 there of by serving prior notice to the Contractor/Supplier and if so desired purchase or authorize the purchase of the stores not so delivered 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 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 Performance Guarantee 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 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 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.

ARBITRATION OF CONTRACTUAL DISPUTES:

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under ICADR Arbitration Rules; 1996. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative dispute resolution. The International centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

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

FORCE MAJEURE:

a. If any time during the continuance of the contract the performance in whole or in part by the contractor shall be prevented or delayed by reason of any war, hostility acts of the public enemy, Civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions, strikes, lock-outs or acts of God (therein after restrictions refer to as events and provided notice of happenings of any such eventuality is given by the contractor within 21 days from the date of occurrence thereof, the purchaser shall by reason of such event, neither be entitled to cancel this order nor shall have any claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist.

b. Provided further that if the performance in whole or part or any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding 180 days, the purchaser and the contractor shall meet to find a neutral agreement to any effect resulting the reform or the purchaser may at his option cancel order provided also if the order is cancelled under this clause, the purchaser shall be at liberty to take over from the contractor at order prices all unused, un-damaged and acceptable material bought out components and stores in course of manufacture in the possession of the supplier at the time of such cancellation or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

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.

GENERAL:

All the pages of the tender document should be duly signed, stamped and serially numbered on submission, failing which the tender may not be considered as qualified tender.

(Urmila Pandita)
Assistant Engineer,
For Deputy Director General (Engg)
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Room No:238
Tower B Copernicus Marg New Delhi
Pin:10001

COMMERCIAL BID/ BILL OF MATERIAL

Sl. No.	Items Description	Qty	Rate (Rs.)	CAMC Amount(Rs.)	Remark
1.	Packaged A/C,5.5 Tons	02 Nos.			
2.	Tower AC,4.5 Tons	03 Nos.			
3.	Tower AC,3.5 Tons	09Nos.			
4.	Split AC ,2.0 Tons	22 Nos.			
5.	Split AC,1.5 Tons	15 Nos.			
Total					
GST					
Grand Total					