

**PRASAR BHARATI
BROADCASTING CORPORATION OF INDIA
O/o ADDITIONAL DIRECTOR GENERAL (E)(WZ)
ALL INDIA RADIO & DOORDARSHAN
MUMBAI-400 020.**

No. ADG (E-WZ)/37(2)/2019-20/M/IEBR (METP)/02

Dated 26.12.2019

M/s Horizon Broadcast LLP
319-321, Spazedge Tower B,
Sector 47, Sohna Road,
Gurgaon-122 002
(E-mail sales@horizonind.org)

Sub: Tender Enquiry for Supply of spare parts of 5/10 KW Harris make FM Transmitters on PAC basis.

Sir,

This office is interested in getting done the below mentioned Spares for 5/10 KW Harris make FM as per specifications & part number

Sr. No.	Part No. of required Spare	Transmitter Details	Consignee/Station
1	Front Panel overlay Board Part No.646 1509 200	10 KW, Harris make FM Transmitter Model No.Z10CD	All India Radio, Vadodara (Gujrat)
2	PWA controller Life support Board Part No. 9929516001	5 KW Harris make FM Transmitter. Model No.Z5CD	All India Radio, Sindhudurgnagari (Maharashtra)

You are requested to submit your quotation subject to below mentioned terms and conditions below on below mentioned addressed at the earliest but not later than 08.01.2020.

The quotation should be sent in sealed cover addressed to undersigned by on below mentioned address by Speed Post/Courier

The Additional Director General (E)(WZ),
All India Radio and Doordarshan,
Pratishtha Bhavan, Old CGO Building
101, M. K. Road
Mumbai-400020

The cover should be superscribed with following details

1. Enquiry Reference
2. Summary of the supply

Important:-

Fall Clause: The firm should accept fall clause undertaking that in case it supplies or quotes lower rates to other Governments, Public Sector Undertaking or other private organizations, it would reimburse the excess.

Correspondence:

Our telephone Fax / Email address is:
Tel. No. (022) 22031351/22031397/22031415 extension 215
Email ID- Mumbai.cewz@gmail.com

All correspondence from tenderer / contractor shall be made to the Purchase Authority (by name), who has issued this tender. All correspondence shall bear reference to Tender No.

Terms and conditions

1. 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 delivery at given place in India and Inclusive of charges as packing, customs, etc, wherever applicable.
 - d) The quotation should specifically mention rates for specified Supply/works & Taxes if any, separately.
 - e) Prices including grand total are to be written in figure as well as in words.

2. 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.

3. The tender shall consists of namely:

- A. **EMD: Earnest Money** amounting to **Rs. 11750/-** (Rupees Eleven thousand seven hundred fifty only) in the form of Demand Draft on Nationalized Bank/Commercial Bank drawn in favor of **Prasar Bharati, CE(WZ), AIR & DD, Mumbai** should accompany the tender.

The Earnest Money deposited by the bidder shall be forfeited by this Organization in the following events:

- (a) If tender is withdrawn during the validity period or any extension thereof.
- (b) If tender is varied or modified in a manner not acceptable to this Organization during the validity period or any extension of the validity duly agreed by the bidder.
- (c) **The bidder fails to furnish Security Deposit within 2 weeks from the issue of the acceptance offer of the tender, the offer is likely to be cancelled.**
- B. **SECURITY DEPOSIT:** The bidder shall furnish the Security deposit within 2 weeks after placement of order at the rate of 5 % 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 from nationalized bank drawn in favour of Prasar Bharati, CE (WZ), AIR & DD, Mumbai. The security deposit will be returned in full on completion of Guarantee/Warranty Period.

4. TAXES:

- a. As per Govt of India's decision, Goods and services Tax is introduced w. e. f. 1.07.2017. Hence taxes will be applicable as per provisions, Rules and regulations of Goods and Services Tax Act.
 - b. In case of any change in Government Regulations regarding taxation, taxes will be applicable at actual on the date of billing.
5. The Supplier shall make his/her own arrangement for storage of all equipments and Materials bought to site from time and their safe custody at site till they are taken over by the indenter /his representative. The contractor shall make his own arrangement for providing accommodation for his workmen at site.
 6. The Supplier and his employees shall comply with the regulation in force for controlled entry into premises where supplies are to be made
 7. **GUARANTEE/WARRANTY PERIOD:** The equipment supplied shall be warranted for trouble free operation for one year.
 8. **PRE-DISPATCH INSPECTION:** The equipment will be inspected by the indenter or his authorized representative at consignee site
 9. **COMPLETION PERIOD:** The entire works/supply at AIR site shall be completed within **four months** from the date of placement of order. The contract will be treated as terminated automatically unless otherwise extended in writing.
 10. **TERMS OF PAYMENT:** 100% Payment will be released on satisfactory completion of entire Supply as specified and final acceptance of the equipments by consignee.

Further the contractor/supplier/firm should submit bank details as detailed below;

- | | | |
|---------------------|--------------|-------------------|
| a. Name of the Bank | b. Branch | C. Account Number |
| d. IFSC code | e. MICR Code | |

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

11. The Price Bid submitted shall remain open for acceptance for a period of **180 (one hundred eighty) days** from the date of opening of the price bid if any bidder/suppliers withdraws his Tender/quotation before the said period or makes any modification 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, by at the liberty to forfeit 50% of the Earnest Money as aforesaid.

12. Both your PAN- permanent income tax account number and income tax circle & your TIN-Tax identification number and the tax circle should be indicated in your quotation in addition to GST Tax number.

13. ACCEPTANCE OF ORDER

- Within fifteen (15) days from date of mailing of order, SUPPLIER/CONTRACTOR shall confirm acceptance of the order in its entirety.
- The ORDER is accepted unconditionally by SUPPLIER/CONTRACTOR by returning to this Organization duly signed copy of the ORDER within 15 days along with security deposit as per clause 3.B.
- When Suppliers/Contractors has accepted the order with all its terms and conditions, tenderer's bid with general sales conditions and all his previous correspondences are considered superseded and void.
- 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.

14. MODIFICATION IN ORDER

- All 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.
- This 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.

15. 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 conform 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.

16. Replacement/Rectification:

In the event the stores supplied are found to be defective, the supplier will have to take back the defective materials at his own cost and replace the defective Stores free of charge without loss of time. The supplier 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.

17. **RIGHT OF ACCEPTANCE:** The undersigned reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever. Further the undersigned reserves himself the right to increase or decrease up to 50% of the quantity of goods and service 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 reject. 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.

18. 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 (Maximum 2 months after the normal delivery period), the contract will be automatically treated as terminated, unless otherwise extended in writing and the security deposit will be forfeited.
- b. Purchase or authorize the purchase elsewhere on the account and 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 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 other 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 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 purchaser or if there is agreement, to purchase, such agreement is made in case of failure and ion case of repudiation of contract the contractor/supplier shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the contractor/supplier.
- e. It may further be noted that clause (a) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 5% of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order from the bill for payment of the cost of materials/works submitted by the supplier/contractor in accordance with terms of supply order on instruction from purchaser regarding liquidated demurrages amount.
- f. Notwithstanding anything stated above equipment and materials will be deemed to have been delivered /STC/SETC will be deemed to have carried out only when all its components parts are also delivered. If certain components of stores are not delivered in the time /SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the parts are also delivered.


19. 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 arbitrators shall be the International centre for Alternative dispute resolution.

The international center for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rule 1996

A) The number of arbitrators (s) shall be one who has legal as well as Technical Background.

B) The Place of arbitration proceeding shall be Mumbai only.



(Ravindra Goyal)

Director (E)

For Additional Director General (E)(WZ)

Tel. No. (022) 22031351/22031397/22031415

Email ID- mumbai.cewz@gmail.com

