

PRASAR BHARATI
(India's Public Service Broadcaster)
Office of the Additional Director General (Broadcast Operations) (WZ)
T. V. Maintenance Section, 10th Floor, ASF Building
Doordarshan Kendra Complex, Worli, Mumbai - 400 030

No.: ADG(BO)WZ/TVM/DDK-Mumbai /ARCA/ METP Spl.(04)/2022-23

Date: 01.12.2022

Tender No.: ADG (BO) WZ/TVM/ DDK Mumbai/ARCA/METP Spl.(04) DSNG/2022-23

Sub: - Repairs of Scorpio DSNG HPA Auto changeover system at DDK Mumbai

The sealed tenders/quotations, as per the Terms and Conditions mentioned herein below are invited from the OEMs/Authorised Service Dealers of OEMs/Reputed Companies/Firms/Dealers having requisite technical knowhow and experience in **Repairs of Scorpio DSNG HPA Auto changeover system at DDK Mumbai**, with capacity to provide genuine spare parts for " **Repairs of Scorpio DSNG HPA Auto changeover system at DDK Mumbai**,

The quotation should be sent in sealed cover addressed to undersigned by **22.12.2022** by 13:00 hours to below mentioned address by Speed Post/Courier/By Hand:

To:
The Additional Director General (Broadcast Operations), West Zone,
(Kind Attention: Shri V.K.Soni, Assistant Engineer)
T. V. Maintenance Section, 10th Floor, ASF Building,
Doordarshan Kendra Complex, P. B. Marg,
Worli,Mumbai-400 030.

Correspondence :

Telephone Nos. : 022 – 24919344, 24919345

Email IDs : – tvmwzmumbai@gmail.com & ddmaintenance.wz@prasarbharati.gov.in

All correspondence from tenderer/contractor shall be made to the Purchasing Authority (By Name) who has issued this tender. All correspondence shall bear reference to Tender No. ADG(BO)WZ/TVM/DDK-Mumbai /ARCA/ METP Spl.(04)/2022-23

The cover should be super subscribed with following details:

1. Enquiry Reference: "**Tender No.:** ADG(BO)WZ/TVM/DDK-Mumbai /ARCA/ METP Spl.(04)/2022-23
2. Date of Opening of Bids: **22.12.2022 16.00 Hrs.**

A: Important Information:

1	Tender Number	ADG(BO)WZ/TVM/DDK-Mumbai/ARCA/METP Spl.(04)/2022-23
2	Supply/Name of Work	Repairs of Scorpio DSNG HPA Auto changeover system at DDK Mumbai.
3	Delivery period	Within 30 (Thirty) days from date of placement of Supply Order
4	Estimated Cost	Rs. 4,98,781/- (Rs. Four Lakh Ninety Eight Thousand Seven Hundred & Eighty One only).
5	Bid Validity Period	Two Months from the date of opening of the financial bid.
6	Performance Security Deposit A. Amount B. Validity	A. 3% of the Purchase Order Value. B. 14 (Fourteen) Months beyond the date of completion of all contractual obligations including Warranty/Guarantee Period.
7	Correspondence Address	ADG (Broadcast Operations), (WZ), All India Radio & Doordarshan, TVM Section, 10 th Floor, ASF Building, Doordarshan Kendra Complex, P. B. Marg, Worli Mumbai - 400 030 22.12.2022 up to 13:00 hrs
8	Last date for submission	

	of Bids	
9	Date of Opening of Bids	22.12.2022 at 16:00 hrs
10	Consignee Details	Assistant Engineer , Doordarshan Kendra Mumbai - 400030 GSTIN: 27AAAJP0288R1ZF

B. General Terms and Conditions of Bid:

1. FALL CLAUSE: The Bidder has to accept this clause as under:

- (i) The price for the stores under the contract/Supply order by the contractor/Supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the stores or offers to sell stores of identical description to any persons/organisations including the purchaser or any department or the Central Govt. or any Department of State Government or any Statutory Undertaking of the Central or State Govt. as the case may be during the currency of the contract supply order.
- (ii) If at any time, during the said period the contractor/supplier or his agent/principal/dealer as the case may be reduces the sales price, sells or offers to sell such stores to any persons/organisations including the purchaser or any Department of Central Government or any Department of a State Government or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this supply order and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will however, not apply to:
 - (a) Exports by the contractor/supplier or
 - (b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
- (iii) The contractor /supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this supply order/contract:

"I/we certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the **"The Additional Director General (Broadcast Operations), West Zone, T. V. Maintenance Section, 10th Floor, ASF Building, Doordarshan Complex, Worli, Mumbai-400 030"**

under the contract/supply order here in and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of bill/during the currency of the supply order/contract whichever is later at a price lower than the price charged to the Organisation under the contract/supply order except for quantity of stores categories under sub-clauses (a) and (b) of sub para, (ii) above details or which are as follows.

2. The price 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 and subjected to fall clause mentioned herein above. 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.
 - f) If any disparity in the prices quoted in figure and words are noticed then in that situation; the prices quoted in the words shall treated as final and no complaint in this regards shall be entertained by this office.
 - g) The rate quoted/offered should remain valid for the period of two months from the date of opening of Price Bids.
 - h) Lowest Tender (L-1) will be decided on the basis of the total cost of Price Bid.**
3. In case of Quotation of F.O.R Station of dispatch basis, the purchaser will not pay separately transit insurance and the supplier will be responsible until the stores arrive in good condition at the destination. Tender/quotation in which transit insurance has been specified as an additional item of expenditure is liable to be ignored.
4. Bidders are encouraged to survey the site in their own interest for assessment of scope of work before the submission of their bids.
5. **SECURITY DEPOSIT:** The bidder shall furnish the Security Deposit within 02 (Two) weeks of the placement of order, at the rate of 3 (Three) percent of the order value. The Security Deposit may be furnished in the form of FDR/Bank Guarantee/Demand Draft in favour of "**Prasar Bharati, Chief Engineer (WZ), All India Radio & Doordarshan, Mumbai - 400 030**" from any Scheduled Commercial Bank. The Performance Security Deposit should be valid for the period of 14 (Fourteen) Months beyond the date of completion of all contractual obligations including Warranty/Guarantee Period. In case of non submission of Security Deposit the amount equivalent to Security Deposit will be deducted from the final bill as Performance Guarantee. The Security Deposit/ Performance Guarantee will be returned in full on completion of all contractual obligations.
6. **TAXES :**
- a. As per Govt. of India's decision, goods and Services Tax is introduced w.e.f 01.07.2019. Hence, taxes will be applicable as per provisions, Rules and Regulations of Goods and Service Tax Act.
 - b. In case of any change in Government Regulations regarding taxation, taxes will be applicable at actual on the date of billing.
7. The Supplier shall make his /her own arrangement for storage of all equipment and Materials bought to site from time and their safe custody at site till they are taken over by the indenter/ or his representative.
8. The Contractor shall make his own arrangement for providing accommodation for his workmen at site. The contractor shall indemnify and hold harmless the purchaser against all claims in respect of injury to any person howsoever arising during the execution of the work contract/SITC. The contractor shall discharge his entire obligation under the Indian Workmen Compensation Act in as far as it affects workmen in his employment.
9. The Supplier and his employees shall comply with the regulations in force for controlled entry into premises where supplies are to be made.
10. **GUARANTEE/WARRANTY PERIOD:** The equipment supplied/repaired work shall be guaranteed / warranted for trouble free operation for Twelve months from the completion period.
11. **PRE-DISPATCH INSPECTION:** The equipment will be inspected by the indenter or his authorised representative at consignee site.

- 12. COMPLETION PERIOD/DELIVERY PERIOD :** The entire works/supply at Doordarshan site shall be completed within thirty days from date of placement of order. The contract will be treated as terminated automatically unless otherwise extended in writing.
- 13. TERMS OF PAYMENT:** 100% payment will be released on satisfactory completion of entire supply as specified and final acceptance of the equipment by consignee. Provided that successful bidder has submitted the Security Deposit Clause 5 above. In case of non-submission of Security Deposit the amount equivalent to Security Deposit will be deducted from the final bill as Performance Guarantee. The Security Deposit/ Performance Guarantee will be returned in full on completion of all contractual obligations. Further the contractor/supplier/firm should submit bank details as detailed below :
- a. Name of Bank; b. Branch; c. Account Number; d. IFSC Code; e. MICR Code
- 14.** The Price Bid submitted shall remain open for acceptance for a period of 120 (One hundred twenty) days from the date of opening of the price bid.
- 15. Both your PAN & GST –** Permanent Account Number and Income Tax Circle & your TIN – Tax Identification Number should be indicated in your quotation in addition to GST Tax number.
- 16. ACCEPTANCE OF ORDER:**
- a. Within 02 (Two) weeks from date of mailing of order, Supplier /Contractor shall confirm acceptance of the order in its entirety.
 - b. The Order is accepted unconditionally by Supplier/Contractor by returning to this organization duly Signed copy of the ORDER within 02 (Two) weeks along with Security Deposit as per Clause 3(B) above.
 - c. When Supplier/Contractor 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.
 - d. 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.
- 17. MODIFICATION IN ORDER:**
- a. 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.
 - b. This Organization shall not be bound by any printed conditions, provisions 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.
- 18. Clarification of incomplete offer:**
- This Organization has to finalize the 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 asking any clarifications.
- 19. Replacement / Rectifications:**
- 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 will be borne by the Supplier.
- 20. RIGHT OF ACCEPTANCE:**

The undersigned reserves the right to reject the lowest vendor or all the tenderers 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 services specified in the schedule of the requirement without any change in the unit price of the order quantities or other terms and 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 respects are liable to be rejected, The Competent Authority on behalf of Prasar Bharati reserves 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. ENFORCEMENT OF LABOUR LAWS:

While engaging labour for carrying out obligation under the contract, the contractor shall satisfy the condition laid down under contract labour (Regulation and Audition) Act 1970 and (Central) Rule 1971 as amended from time to time and observe all formalities required as per the said act /Rule. The supplier shall also observe the provision under minimum wages act 1948 (Central Rule 1950) amended from time to time while engaging labour.

22. 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, fire, floods, explosions, epidemics, Quarantine Restrictions, strikes, lock-outs or Acts of God, herein after refer to as events and provided notice of happenings of any such eventuality is given by the contractor within 21 (Twenty One) days from the date of occurrence thereof, the purchaser shall by reason of such event, neither be entitle 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 (One Hundred and Eighty) 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.

23. 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 the 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 period, the Purchaser may without prejudice to any other right or remedy, available to him to recover demurrages for breach of the contract:

a. Recover from the Supplier/Contractor as agreed, liquidated demurrages including administrative expenses and not by way of penalty a sum equivalent to 0.5% per week up to maximum limit of 5% of the contract value for such delay or part thereof (this is an agreed, genuine pre-estimate of demurrages duly agreed by the parties) which the supplier/contractor has failed to deliver thereof is accepted after expiry of the aforesaid period. Provided that the total demurrages so claimed shall not exceed 5% of the contract price of the stores /SITC/SETC after full period of extension (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 in full.

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 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. 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 percent 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.

e. Notwithstanding anything stated above equipment and materials will be deemed to have been delivered/SITC/SETC will be deemed to have carried out only when all its components parts are also 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 also delivered.

24. 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 centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rule 1996.

- i. The number of arbitrators(S) shall be one who has legal as well as Technical Background.
- ii. The Place of arbitration proceedings shall be Mumbai only.

C: Scope of Work:

Repairs of Scorpio DSNG HPA Auto changeover system at DDK Mumbai

S. No	Item Name	Description	Qty.
1	M/s CPI make	Repairs of Scorpio DSNG HPA Auto changeover system at DDK Mumbai,	1 Nos.

1. **Consignee Address:** Doordarshan Kendra, Mumbai, Maharashtra.
2. **The works includes Technical Service / Repair Service etc.**

D: Bid Submission Format:

S/N	DESCRIPTION	Qty	Unit Price	Buy Back Price	Extended Price Rs.
1	DC-DC converter Part # 010305600-01 HSN - 8486	1			
2	CCA Controller P/N 0103891001 - HSN 8486	2			
3	Waveguide Switch CPI Part # 8347001100 operates @ +28VDC - HSN 8543	1			
4	SERVICE VISIT CHARGES (SAC - 998719)	Lot			

