



PRASAR BHARATI  
(INDIA'S PUBLIC SERVICE BROADCASTER)  
DOORDARSHAN KENDRA, R.G.B.ROAD, GUWAHATI 24.

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No.DDK/GHY/ES(METP)/e-Tender /2018-19

Dated: 12.10.2018

**e-Tender**

Sub: E- Tenders are invited from the reputed firms for the removal of the existing damaged insulation material fixed over the AC duct run over the studio portion (TERRACE) including removal of thermo coal, wire mesh and the cement plastering and again covering the same AC duct with new materials of thermo coal, wire mesh and the cement plastering as mentioned in the scope of the work.– reg.

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Sir,

On behalf of President of India, tender in two bid system are invited for the following proposed work as mention below.

Sl.No.	Description of works	Dimension	Quantity	Estimated Cost in Rs.
1.	Removal of the existing damaged insulating materials fixed over the AC Duct run over the terrace of Studio complex like thermo coal, wire mesh, and cement plastering carefully	75ft X 8ft X 8ft	1 Job	Rs.4,50,000
2.	Cleaning the AC Duct mentioned above and Fixing of extended polythene foam (Thermo coal of Density 32 Cuft/Kg) after applying tar (Bitumen) or any ISO adhesive. This thermo coal is to be covered with plastic sheet, over which GI wire mesh of 19 SWG is required to be covered completely. Above this cement, sand plastering of 12 mm is required to be covered thoroughly to avoid any water entry into the duct.	75ft X 8ft X 8ft	1 Job	
3.	Removal of the debris and transporting the same out of Doordarshan Area		1 Job	
4.	GST			
5.	TOTAL			

**Note: Payment will be released as per actual measurement**

**Consignee : Dy. Director General(Engg),Doordarshan Kendra ,R.G.Baurah Road,Guwahati.781024**

## PREPARATION OF TENDER:

### A. GENERAL INSTRUCTIONS TO BIDDERS:

- a. The scope of work to be tendered is available in the complete bid documents which can be viewed/downloaded from e-tender portal of [tenderwizard.com/PB](http://tenderwizard.com/PB).
- b. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://tenderwizard.com/PB>.
- 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 <http://tenderwizard.com/PB>.
- e. All documents/papers uploaded submitted by the bidder must be 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. 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.2,000/- (Rupees Two thousand only) per annum.
- h. **To participate in e-bid, bidders shall be charged e-tendering processing charges @ 0.1% of estimated cost with minimum Cap Rs.750/- only and maximum cap-Rs.7500/- only.**
- i. 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.
- j. Page No. shall be given on each and every paper/documents serially uploaded in the Technical bid.
- k. 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).
- l. The Earnest Money shall be in the form of FDR from an Indian Nationalized/scheduled Commercial Bank in favour of the DDG (E), DDK, Guwahati. However exemption will be given to the firms registered with NSIC.
- m. **EMD deposit'** shall be placed in a single sealed envelope super scribed with tender reference No and date of opening, so as to reach the Doordarshan Kendra, Guwahati, before scheduled time on prescribed tender opening date. EMD received late shall be summarily rejected. Hard copy of any other tender document shall not be accepted.

E-Tender support Help Desk :- 9706501633, 9864779970

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

- a. Past performance along with the user certificate in respect of timely and good Quality supply of materials /execution of work.
- b. Copy of EMD to be uploaded to **e-tender portal of <http://tenderwizard.com/PB>** & hard copy in sealed cover sends to DDK, and Guwahati.
- c. Copy of EMD/NSIC certificate in case of claim of exemption of EMD.
- d. Copy of GST/CST/ VAT/ PAN card /Service Tax Registration certificates as applicable
- e. Copy of Firm Registration Certificate/ commercial Certificate / Trade License etc.
- f. Complete tender document along with all Annexure and Specifications duly signed all pages.
- g. Contractor should provide the previous experience certificate

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

- n. **EMD.** : Earnest Money amounting to Rs.9,000/- (**Rupees nine thousand**)only shall be submitted to this office in the form of DD,FDR from an Indian Nationalized/ scheduled Commercial Bank in favour of DDO, DDK, Guwahati.
  - i) If any tenderer withdraws his tender before the expiry of the validity period, on 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 department 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.
  - 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 of forfeiture of earnest money as prescribed in (i) to (ii) above, the tenderer shall not be allowed to participate in the retendering process of the work

B. The tender shall consist of two bids namely:

**(a) TECHNICAL BID:** Technical bid should contain the confirmation to the enclosed technical specifications.

**(b) COMMERCIAL BID;** The commercial bid should contain the price bid and acceptance of the commercial terms and conditions of this tender document.

Both Technical Bid and Financial Bid will be submitted online concurrently duly digitally signed in the website **<http://tenderwizard.com/PB>**.

**C. SECURITY DEPOSIT:** The successful Tenderer shall furnish the Security Deposit @ 5 % of Tender amount within **2 weeks of placement of order** failing which the EMD will be forfeited automatically, without any notice. The security deposit shall be furnished in the form of Demand Draft / Fixed Deposit drawn in favour of The DDO, DDK Guwahati. The Security Deposit will be returned after the termination of the guarantee period of one year after deducting damages dues etc. to meet obligation under the agreement.

D. **The Tender bids** will be received online **upto 1500 Hrs on 30.10.2018**.The Technical bid will be **opened in this office at 15.00 Hrs. on the same day**. The date commercial bid opening will be informed to successful bidder through corrigendum.

**E. TERMS OF PAYMENT: -**

100% Payment will be released on satisfactory completion of job subject to availability of fund. The successful tenderer after satisfactory completion of the work shall submit the pre-receipted bill (GST Compliant bill) so that the payment shall be remitted in the bank through ECS/NEFT mode. No advance payment/Cash/Cheque payment shall be entertained by this office.

a. Clear indication on the top of the bills. "Payment by direct credit to bank account through ECS, NEFT, RTGS etc.

b. 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.

c. PAN No., GST No, Service Tax number should also be clearly indicated in the bill.

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

F. **RIGHT OF ACCEPTANCE:** The DDG (E), DDK , Guwahati reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever. Further, the DDG (E), DDK, Guwahati reserves himself/herself the right to increase or decrease up to 50% of the quantity of goods or 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 reserves the right of accepting the whole or any part of the Tender.

( K.K.Murthy)  
Assistant Director(E)  
For Dy. Director General(E)

**TECHNICAL SPECIFICATIONS**

1. The Technical bid shall contain the all details as detailed in Annexure 1 and in Annexure 2.
2. The commercial bid shall contain the details of Commercial information as prescribed in Annexure “. Commercial information shall not be mentioned in the Technical bid and if mentioned, the tender/ quote is liable for rejection.
3. The Technical Bid shall be opened at first and only those bidders who qualify in the Technical bid shall be included in the Commercial Bid which will be intimated by mail/tender wizard
4. Deputy Director General (E) reserves the right to reject any or all the tenders without assigning any reason therefor.
5. The quotations shall be opened in the office of **Dy. Director General (E)/ Head of Office, DDK Guwahati at 1500 hours on 30.10.2018** in the presence of those tenderers or their representatives as may choose to attend.
6. Printed terms and conditions of tendering firms will not be considered as forming parts of their tender.
7. The contractor shall make his own arrangement for storage of all equipment and Materials bought to site from time to time and their safe custody at site till they are taken over by the indentor/his representative. The contractor shall make his own Arrangement for providing accommodation for his workmen at site. The contractor shall arrange the scaffolding arrangement at site if required
8. The contractor shall make his/her own arrangements for procuring necessary labour, Skilled and Unskilled. He should also abide to all local government laws and regulations covering labour laws in force.
9. The contractor and his employees shall comply with the regulation in force for Controlled entry into premises where work is being carried out.
10. The bidders can inspect the site for actual assessment of the work before submission of the bids by obtaining permission from the concerned authorities of DDK Guwahati.
11. Contractor liability for damage caused during installation work and Imperfections noticed:

If the contractor or his/her workmen or servants shall break, deface, injure or destroy any part of the building in which they may be working or building road kerb, fence, enclosure, water pipe, cable, drain, electric or telephone posts or wires, trees, grass or grasslands or any Technical Equipment in the premises on which the work or any part of it as being executed, or if any defect, shrinkage or other faults appear in the work the contractor shall make good at his/her own expense, or in default, the indentor may get the same rectified and deduct the expense from any amount that may be than due or at any time thereafter may become due to the contractor.
12. The contractor shall take insurance for his men while working at **DD, site**, against any injury, accidents death etc. Similarly the equipment, instruments, tools etc, belonging to the contractor shall be insured against damage, loss, theft etc. **This office will not have any binding over any accidents to the men employed by the contractor.**
13. While engaging labour for carrying out obligations under the conditions laid down under contract

Contract, the contractor shall satisfy the labour (Regulation and Audition Act 1970 and (Central)Rules 1971 as amended from time to time and Observe all formalities required as per said Act/Rules. The contractor shall also observe the provision under minimum wages Act 1948 time (Central)Rules 1950 amended from time to while engaging labour.

14. The contractor shall indemnify and hold harmless the purchaser against all claims in respect of Injury to any person howsoever arising out of the work in the course of such installation. The Contractor shall discharge his entire obligation under the Indian Workmen Compensation Act in as for as it affects workmen in his Employment.
15. The contractor while execution of the work shall make his own arrangement for any scaffolding arrangement if required and this office shall not provide any facilities in this regard.
16. **COMPLETION PERIOD** : The entire works at Doordarshan site shall be completed within one month from the date of placement of order.
17. The quotations submitted shall remain open for acceptance for a period of **180 (One Hundred Eighty) 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.
18. Both your **PAN - Permanent Income Tax Account Number** and Income Tax Circle & your **GST No** and the Tax circle should be definitely indicated in your quotation **in addition to Service Tax Number**.
19. **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 upto 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 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.
20. 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.

## 21. FAILURE AND TERMINATION CLAUSE

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

- (a) Recover from the Supplier/Contractor as agreed, liquidated demurrages including Administrative expenses and not by way of penalty, a sum equivalent to 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof (this is an agreed, genuine pre-estimate of demurrages duly agreed by the parties) which the 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 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 the missing parts are also delivered.

## **22. 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 place of arbitration proceedings shall be **Guwahati**.

**23. 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.

**Note: 1. Payment will be released as per actual measurement**

**Note: 2. The lowest quotation will be arrived by inclusive of material charges, and Labour charge.**

Signature of authorised official of the agency



**Technical Compliance for Removal and replacement of damaged insulation of DUCT**

Sl.No.	Description	Quantity	Dimension	<u>Compliance</u> <u>Yes/No.</u>
1	Removal of the existing damaged insulating materials fixed over the AC Duct run over the terrace of Studio complex like thermo coal, wire mesh, and cement plastering carefully	One Job	75ft X 8ft X 8ft	
2	Cleaning the AC Duct mentioned above and Fixing of extended polythene foam (Thermo coal of Density 32 Cuft/Kg) after applying tar (Bitumen) or any ISO adhesive. This thermo coal is to be covered with plastic sheet, over which GI wire mesh of 19 SWG is required to be covered completely. Above this cement, sand plastering of 12 mm is required to be covered thoroughly to avoid any water entry into the duct.	One Job	75ft X 8ft X 8ft	
3.	Removal of the debris and transporting the same out of Doordarshan Area			

