



**9PRASAR BHARATI  
(INDIA'S PUBLIC SERVICE BROADCASTER)  
DOORDARSHAN KENDRA ,SWAMI SIVANANDA SALAI  
SWAMI SIVANANDA SALAI, CHENNAI-600 005.**

**No.DDK/GHY/ARCCA/ES/2018-19**

**Date: 01.10.2018**

**Notice Inviting e-Tender**

E-tenders are invited online in [www.tenderwizard.com/PB](http://www.tenderwizard.com/PB) under single bid system for the following work from Original Equipment Manufacturer(OEM) CPI / Authorised Agencies by OEM in India reputed as detailed below:-

Servicing of CPI make 400Watt HPA Model No: TO4CO with Sl.No: H1160719 which is faulty at DDK Guwahati  
The OEM/Authorized service agency may visit the Kendra and inspect the unit before submission of quotation.

**NOTE:**

**Consignee: The Deputy Director General(Engg.), Doordarshan Kendra, Guwahati.**

**The tenders will be received online up to 14.30 Hrs on 16.10..2018 and opened at 15.00 Hrs. on the same day.**

Yours faithfully,

K.K.Murthy  
AssistantDirector( E)  
For Deputy Director General (E)

**Web Site: <http://www.tenderwizard.com/PB>**

## Terms and Conditions

### 1) DESCRIPTION:

E- Tenders are hereby invited for and on behalf of PRASAR BHARATI from firms which have **OEM certificate from CPI** for the following works: -

**Repair of CPI make 400 Watt HPA Model No: TO4CO with SI.No: H1160719 which is faulty.**

2) Tenderer should inspect the equipments on their own cost and quote their price and accept the commercial terms and conditions of these tender documents. Tenderer should indicate their GST registration number.

### 3) VALIDITY:

The tender shall be kept valid for six months from the date of opening of bid.

### 4) PRICES, DUTIES AND TAXES :

A) **PRICES :** The prices quoted should include charges for

1. Inspection,
2. Servicing,
3. Replacement of faulty spares
4. Delivery at DDK GUWAHATI

With transit insurance, excise duty and entry tax if any. Tenderers should quote in figures as well as in words the amounts tendered by them.

### B. DUTIES AND TAXES:

#### GST:

The prevailing rate of IGST/CGST/SGST as applicable should be clearly mentioned in the tender separately. The following certificates are to be submitted by the supplier along with the bills.

“Certified that the repairing charges on which the tax has been charged have not been exempted under central sales tax act of the rules made there under”.

Certified that we are registered as dealers in the State under registration No. for the purpose of GST.

### 5. TERMS OF DELIVERY :

F.O.R. Destination at DDK, Guwahati.

### 6. DELIVERY PERIOD: -

Tenderers may note that the entire repair work shall be completed within 30 days from the date of the order.

### 7. EXPERIENCE:

The firm should submit the documentary proof of Original Equipment Manufacturer Certificate / Authorized Dealership Certificate from CPI along with the quote.

The tenderers without OEM certificate shall be rejected.

### 8. ACCEPTANCE / REJECTION OF TENDER:

The acceptance of a tender will rest with The Deputy Director General (Engg), Doordarshan Kendra, GUWAHATI, who does not bind himself to accept the lowest tenderer and reserves to himself the authority to reject any or all of the tenders received without assigning any reason.

9. GENERAL:

Canvassing in connection with tender is strictly prohibited and the tenders submitted by tenderers who resort to canvassing will be rejected.

10. PERFORMANCE GUARANTEE:

The successful bidder required to submit performance guarantee an amount equivalent to 10% of the basic cost, in the form of Demand Draft drawn in favour of "Dy. Director General (Engg.) Doordashan Kendra,Guwahati" or Bank guarantee. The performance guarantee will be released after 10<sup>th</sup> day of successful completion of guarantee period.

For DEPUTY DIRECTOR GENERAL (ENGG)  
DOORDARSHAN KEDRA, GUWAHATI

## **INSTRUCTIONS TO BIDDERS**

1. The scope of work to be tendered is available in the complete bid documents which can be viewed/downloaded from e-tender portal of DD <http://tenderwizard.com/PB>.
2. Financial Bid will be submitted duly digitally signed in the website <http://tenderwizard.com/PB>.
3. 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.
4. All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://tenderwizard.com/PB>.
5. All documents/papers uploaded submitted by the bidder must be legible.
6. 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.
7. 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 <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.
8. To participate in e-bid, bidders shall be charged e-tendering processing charges @ 0.1% of estimated contract value with minimum Cap Rs.750/- only and maximum cap-Rs.7500/- only.
9. 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.
10. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.

11. 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).
12. Bidders should indicate at the time of quoting against this tender their full postal/ fax / E-mail addresses.
13. Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and source of his ability to bind the bidder. The Power of Attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the tender. This organisation may reject outright any tender unsupported by the adequate proof of the signatory's authority.

The tender will be on the basis of "Single Bid System" to be Submitted through e-tender.

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

The following documents needs to be uploaded.

- a. Copy of SGST/CGST/IGST Registration Certificate/GSTIN Number and HSN code for supply items.
- b. Original Equipment's Manufacturer's (OEM) Authorization for the above Equipment .
- c. Past Performance in the along with the user certificate in respect of work quoted of the same capacity and higher.
- d. Full details of after sales service capability with the locations of service centres in Guwahati / across the country be indicated.

The commercial bid in the prescribed format as per Annexure (Price Bid) shall be uploaded.

- a. The tender will be on the basis of "Single Bid System" offers are to be Submitted through e-tender.

- b. The "Price bid" will contain the price schedule duly filled-in and contain all the commercial details of the bid online duly digitally signed.
- c. Your offer shall be submitted online up to 14:30 hrs on 16.09.2018 and the tenders will be opened at 15.00 hours on the same day

**16. Eligibility:**

**Bids should be from the original Equipment manufacturers/authorized agents/dealers.**

**17. PRICE:**

The price quoted must be net per unit and the applicable Tax Components must be quoted separately. The break up for the modules replaced and servicing charges must be indicated in the Bill. The prices quoted shall remain fixed during the entire period of service/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.

**18. Payment of SGST/CGST/IGST (on ultimate products)**

- a. Payment of SGST/CGST/IGST (on ultimate products), as applicable on the closing date of tender will be to the supplier's / contractor's account. Any statutory variation (both plus and minus) in the rate of SGST/CGST/IGST after closing date of tender/revised price bid but before the expiry of the contractual delivery / completion period will be to the account of the office.  
The bidder(s) will indicate, in their bid, the amount with exact rate of SGST/CGST/IGST on ultimate finished product, as applicable at tendering stage, The bidder(s) will indicate, in their bid, the amount with exact rate of SGST/CGST/IGST on ultimate finished product, as applicable at tendering stage, separately in the bid. In case the above information subsequently proves wrong, incorrect or misleading (a) this Organisation will have no liability to reimburse the excess in the difference in rates of the item under which the duty/tax assessed finally (b) this Organisation will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.
- b. Any increase in SGST/CGST/IGST during extended period of the contract / supply order will be to supplier's / contractor's account where such extension in delivery of the materials/completion of the project was on the request of supplier / contractor. However, any

decrease in SGST/CGST/IGST during extended period of the contract / supply order, will be to the account of this Organisation.

- c. In case of SITC of / SETC tenders, pro-rata breakup details of cost of all the identifiable store items of supply / work and ITC / ETC charges with HSN/SAC code shall be given along with a price bid.
- d. The taxes like SGST/CGST/IGST/GST service tax etc. as applicable on the goods / services shall be quoted separately in the price bids.

**19. Payment Terms:**

The 100 % payment will be made on receipt and testing of the materials in good condition at Doordrashan kendra , Guwahati.

**20. Validity :**

The offer submitted should be valid for a period of 120 days from the date of opening of the commercial bid. The date of commercial bid opening will be informed in due course.

**21. Preference for Product/Services of Public Enterprises:**

- a. The Organisation reserves the right to allow to the public enterprises, purchase preference facilities as admissible under the existing policy of the Government of India and not to accept the lowest rate quoted by the tenderer.

**22. Consideration of offer in full or in part:**

- b. This Organization may reject / accept or prefer any tender without having to assign any reason whatsoever. This Organization also reserves to itself the right to accept any tender in part or split the order between two or more bidders. Further, the DDG(E) ,DDK, Guwahati 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.

### **23. GUARANTEE:**

The Equipment serviced shall be guaranteed for one year from the date of receipt at Consignee .If the supplier/contractor fails to take proper corrective action to repair/replace the defects satisfactorily within 15 days, this Organisation shall be free to take such corrective action as may be deemed necessary at contractor's risk and cost after giving notice to the Supplier/Contractor.In case defects are of such nature that equipment shall have to be taken to suppliers/Contractor's works for rectification etc. Supplier/Contractor shall take the equipment at his cost after giving necessary undertaking or security as may be required by the Organisation. After repairs suppliers/contractors shall deliver the equipment at site on freight pre-paid basis. All risks in transit to and fro shall be borne by the supplier/contractor.

### **24. DELIVERY PERIOD:**

The entire work as per the order should be completed with in 10 days of placement of work order.

### **23. FAILURE AND TERMINATION CLAUSE**

- a. 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:-
  
- b. 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 Organisation.
  
- c. Purchase or authorise 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,



**d. Cancel the contract or a portion thereof by serving prior notice to the Contractor/Supplier and if so desired purchase or authorise 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 purchaser, which shall be opinion of final readily procurable) at the risk and cost the contractor/supplier.**

**e. If the contractor/supplier had defaulted performance of the original contract the purchaser shall have the right to terminate the purchase 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.**

**f. 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.**

**g. It may further be noted that clause (b) 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.**

**h. 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.**

#### **24. Arbitration :-**

- a. It is a further term of this contract that no person other than the person appointed by the Deputy Director General (E) ,Doordarshan, Guwahati as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time, with the written consent of all the parties to the contract enlarge the time for making and Publishing the award. It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under the clause.**
  
- b. It is also term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.**
  
- c. The arbitrator shall give reasoned award in respect or each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the law.**
  
- d. The Venue of the arbitration shall be at Guwahati .**

#### **25. FORCE MAJEURE:**

- a) If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (here-in-**

**after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence there-of. Neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Doordarshan as to whether the deliveries have been so resumed or not shall be final and conclusive,**

- b. provided further that if the performance in whole or in part or any application under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may opt to terminate the contract, provide also that if the contract is terminated under this clause, the purchaser shall have liberty to take over from the contractor at a price fixed by Doordarshan, all unused, undamaged and acceptable materials, bought-out components and stores in course of manufacture in the possession of the contractor at the time of such termination of such portion there-of as the purchaser may deem it fit except of such materials, bought out equipments and stores as the contractor may with the concurrence of the purchaser elect to retain.**

**ANNEXURE**

PRASAR BHARATI DOORDARSHAN KENDRA GUWAHATI									
PRICE BID									
TENDER NO.				DDK/GHY/ARRCA/ES/2018-19					
DESCRIPTION OF WORK				Servicing of <b>CPI make 400 Watt HPA Model: TO4CO</b> <b>Sl.No:57891</b>					
NAME OF THE BIDDER									
TENDERER'S QUOTATION NO.									
S. No.	Description of items/Works	Qty	Unit	HSN Code	PRICE				Total Amount including taxes (Rs).
					Unit Rate (Rs)	Rate of SGST (%)	Rate of CGST (%)	IGST%	
1	<b>Servicing of CPI make 400 Watt HPA Model:TO4CO Sl.No: H1160719</b>	1	Job						
GRAND TOTAL									
GRAND TOTAL IN WORDS									
ADDITIONAL INFORMATION									
1	Due Date of the Tender								
2	Validity of the quotation								
3	Delivery Period								
4	Warranty								
5	Additional Information on Taxes, if any								
6	GST Registration NO.								
7	Any Other Information								
NOTE									
1.The statutory charges like SGST/CGST/IGST & GST on Service Tax etc which will not be borne by the bidder must be indicated as applicable with rates of taxes in the relevant columns, failing which this Organisation will not be liable for payment of any such charges.									
2. SGST/CGST/IGST and other taxes which are collected by statutory bodies on the way during transportation of materials shall not be included in the price bid. These taxes, if paid, may be reimbursed as per actual on claim with original receipt of payment.									