

PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
DOORDARSHAN KENDRA::GUWAHATI: 781 024

No. DDK/GHY/ES(MW)/Tender.2/2017

Dated: 03.08.2017

Sub.: Enquiry for the removal of existing PVC sheet provided on the wooden floors and re-fixing with ceramic tiles with adhesive in Doordarshan Kendra, Guwahati (MSR).

Dear Sir,

This office is interested in the following **works** as per specification given below/attached and invites your quotation.

1.

Sr. No.	Description of works	Unit	Rate
	Removal of the existing PVC sheet fitted on the wooden 2X2 planks and fixing with new ceramic 600X600mm floor tiles of branded quality Similar to Somany, Kajaria, Johnson.	700 sq. feet	Rate should be quoted as in Commercial bid

1. **Location of the work:** Works to be carried out at: Doordarshan Kendra, Guwahati, MSR room (**Interested contractor may visit the site from 1100hrs to 1600Hrs any working day**)
2. The quotation should specifically mention **works to be carried out**, completion date, terms and condition of works. 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 F.O.R. Station of destination in India and Inclusive of charges as packing customs, etc., wherever applicable.
 - (d) **The quotation should specifically mention rates for specified works & Taxes separately.**
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. Eligibility condition – The Firm should submit minimum 02 certificate of similar work.
5. The tender shall consists of namely:
 - (a) **EMD:** Earnest Money amounting to **Rs.1000/-** [Rupees One Thousand Only] in the form of Demand Draft on Nationalized Bank / Commercial Bank drawn in favour of Drawing and Disbursing officer, Doordarshan Kendra, Guwahati, payable at Guwahati, should accompany the tender. Tenders without EMD shall be summarily rejected and their bid will not be opened at the time of tender opening [EMD exemption is applicable for those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the Concerned Ministry or Department [MIB / DG:AIR / DG:DD].

Tenderer should quote for all the required items. Partial tenders will be rejected.

6. TAXES:

- a. As per Govt. of India's circular regarding payment of Service Tax following Reverse Charge Mechanism, Service Tax No. is mandatory to be quoted in Quotation/Tenders/Bills/Invoices. Without which Tender is liable for rejection. The amount Service Taxes should be shown separately in their quotation/ invoices.
- 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 no 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.**

7. Printed terms and conditions of tendering firms will not be considered as forming parts of their tender.
8. 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 indenter/his representative. The contractor shall make his own arrangement for providing accommodation for his workmen at site.
9. The contractor shall make his/her own arrangements for procuring necessary labour, skilled and unskilled. He should confirm to all local government laws and regulations covering labour and their employment.
10. The contractor and his employees shall comply with the regulation in force for controlled entry into premises where work is being carried out.
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 indenter may get the same rectified and deduct the expense from any amount that may be than due or at any time there after 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 constrictor shall be insured against damage, loss, theft etc.
13. While engaging labour for carrying out obligations under the contract, the contractor Shall satisfy the conditions laid down under contract 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 (Central)Rules 1950 amended from time to time 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. **COMPLETION PERIOD** : The entire works at Doordarshan site shall be completed within **One Month** from the date of placement of order. The work order will be issued on case by case basis within the period of one year.

16. TERMS OF PAYMENT:

100% payment will be released on satisfactory completion of entire works as specified and Handing over. **A contractor/supplier/firm should submit all Bank details alongwith bill for online payment such as : i) Name of Bank, ii) Branch, iii) Account No., iv) IFC code & v) MICR No. (if possible, a cancelled cheque leaf enclose with the bill).**

17. The quotation should be sent in a sealed cover addressed to the undersigned, by name, so as to reach on or before **22.08.17 at 04.00 P.M.** below mentioned address:

The Assistant Engineer (Engineering Store), Doordarshan Kendra, Guwahati 781 024

THE COVER SHOULD BE SUPERSCRIBED WITH THE FOLLOWING:

- a. **Works for which quotations are enclosed.**
- b. **Reference to letter of enquiry.**
- c. **Due date of opening quotation.**

18. The Quotations will be opened in this office at **4.00 P.M. On 22.08.2017** in the presence of tenderers or their agents such as they may choose to attend.

19. QUOTATIONS NOT PROPERLY SUPERSCRIBED WILL NOT BE CONSIDERED.

20. 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.

21. Both your **PAN - Permanent Income Tax Account Number** and Income Tax Circle & your **TIN - Tax Identification Number** and the Tax circle should be definitely indicated in your quotation **in addition to Service Tax Number.**

22. **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 him self 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 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.

23. 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.

24. 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 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.

25. 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. The place of arbitration proceedings shall be **Guwahati**.

26. 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.

27. The tender can be downloaded from **ddkguwahati.gov.in**

(K.K.MURTHY)
ASSISTANT ENGINEER
For Dy. Director General(E)

COMMERCIAL BID

Sl.No	Description of work	Qty In sqft	Rate to be quoted for	Amount Quotated
1	Removal of the existing PVC sheet fixed over the wooden planks (600X600mm), and scrapping the wooden planks so that it get even surface without any undularance			
2	Supply and Fixing of new (600X600mm) tiles of branded quality similar to ceramic floor tiles with very good adhesive over the cleaned surface of the above mentioned wooden plank without any uneven surface and noise. (Supplier should include the rate for the supply of items required for fixing, any small correction required to fix the tiles over the existing cleaned wooden plank)	700	In per sq.ft. Floor area One job	
	GST			
	Total in Expenditure for 1 Job			

NOTE:

1. The Area Mentioned above are Approximate only . Payment will be released as per actual measurement of floor area
2. Tenderer are required to visit the site and may ascertain the actual requirement before submission of tender.
3. The Vender registration form enclosed herewith should be filled and submitted along with the quotation.
4. All the documents required as per the latest Government of India Should be submitted along with the tender

Sign of bidder:- _____

Date: - _____

Name of the bidder:- _____

Firm's Name:- _____