

PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
DOORDARSHAN NEWS: TOWER-B,
DOORDARSHAN BHAWAN, NEW DELHI

No. DDN/5(115)/15(02)/2018-19 G (E)

Date: 18.06.2018

M/s.
.....

Subject: - Tender Enquiry for AMC of Split A/Cs, Tower A/Cs and Packaged A/Cs of DD News Technical Area.

Dear Sir,

Please furnish your quotation for the job mentioned in the enclosed quotation form. Your quotation should fulfill the following conditions: -

Quotation should be sent in an envelope sealed with wax. The cover should be superscribed with following details:-

1. **Material for which the tenders are enclosed.**
2. **Reference to the letter of enquiry.**
3. **Opening date of quotation 16.07.2018 at 1530 hrs.**
4. **EMD of Rs. 5,000/- (Rs. Five thousand only) enclosed.**
5. **Tender Fee Rs. 500/- (Rs. One thousand only)**

The quotation will be in **two parts**:

Part I: One sealed envelope would be submitted which should contain only rates. The envelope cover should be clearly marked "**Price Bid**". Break up prices for all Items/Equipments should be provided in the **bid**.

Part II: Another sealed envelope should be submitted which should contain:

(A) **EMD** in a separate envelope as per clause.

(B) The detail of the experience in the field of Air conditioning and previous orders of AMC in the field. The tenderer shall submit a compliance statement. The tenderer is also required to provide all details of work mentioned in the Technical experience along with conditions on which firms have worked in past. This envelope should be marked as "**TECHNICAL BID**".

The Technical Bid will be opened on the date of opening of the tender if the EMD has been submitted in a separate envelope and in proper order as required above. The technical evaluation committee appointed by the DDG (E), DD News, New Delhi will evaluate the various clauses in Technical Bids and give recommendation based on their interpretation. The decision of DDG (E) NEWS, regarding interpretation of various clauses in Technical Bid tendered by the Tenderer shall be final. The opening of the prices bid will be initiated separately to the shortlisted entities after technical evaluation.

The envelope should be addressed to the Assistant Engineer, DD News so as to reach him up to **1400 Hrs.** on or before **16.07.2018** The quotation will be opened on same day at **1530 hrs** in presence of those tenderer or their authorized agents who may choose to attend. Quotations received without proper wax sealing are liable to be rejected. Any additional charges if claimed after opening the tender will not be admissible.

C. GST / Sales Tax/Vat/ Service Tax: The tenderer should quote Sales Tax/VAT separately (If any).Service tax No., copy of service tax/Sale tax should be furnished along with PAN No. Tender simply mentioning with sales tax, service tax, pan no included without giving details are liable to be rejected.

D. Excise duty: The tenderer should furnish the excise duty charged by them separately in clear terms wherever applicable. Tenders with excise duty included without details are liable to be rejected.

E. Terms of Payment: 100% payment after the completion of job as per condition mentioned in job order.

F. Validity: Tender should remain open for acceptance for a period of Four months from the date of opening.

G. This office reserves the right of increasing/decreasing the quantity of the material of tender depending on actual requirements. The unit rate quoted in tender shall be applicable to the quantity for which the order is placed.

H. The complete technical details required as per our specification should be furnished along with tender.

I. The quotation not fulfilling condition under para A, B, C, D, E, F & K, L be summarily rejected without any further reference.

J. The **Earnest Money Deposit (EMD)** of **Rs. 5,000/- (Rs. Five thousand only)** should be submitted along with the tender in the form of DD/ Pay Order/FDR payable at New Delhi in favour of DDO, DD News, PB-BCI, New Delhi.

K. Tender Fee: A Demand Draft of Rs. 500 (Five hundred only) as non refundable processing fee in favour of DDO, DD News, PBBCI, New Delhi.

L. DDG (E) News, New Delhi reserves to himself the right to accept/reject any or all tenders without assigning any reason whatsoever.

M. Eligibility: Bids should be from the firms dealing with repair/ maintenance of Split A/C, Tower A/C, and packaged Air Conditioner. Bid from sole selling agents/authorized distributors / Authorized dealers/ Authorized contractors can also be considered provided such bids are accompanied with necessary supporting documents / authority letter from concerned actual manufacturers who authorized them to market their products, provided further, such an authority letter is valid at the time of bidding. The supplier / contractor shall ensure that the required warranty cover is provided by the original manufacturer of the product.

N. Liquidated Damages: if the firm is not able to complete the job as per the condition of job order they are liable to be penalized as per the conditions

O. The tenderer should produce the cost break up as prescribed in quotation form otherwise tender liable to be rejected.

P. Arbitration: All disputes, differences or question including the subject matter of the contract on the rights and liabilities of the parties, hereunder of whatsoever arise between parties except those, the decision thereof is herein before otherwise expressly provided for shall be referred to the sole arbitration of the DDG (E) DD News, New Delhi or any person nominated by him and his decision shall be final and binding on the parties. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under for the time being in force shall apply to such arbitration. The arbitration proceedings shall be held in New Delhi.

Q. Penalty Clause: Keeping in view that the services involve transmissions of national channels and transportation of important feeds of national importance, it is expected that the successful bidder will provide uninterrupted services. However, in case of any breakdown in any of the channel of any link, the penalty would be levied as per the following:

1. An amount equivalent for 5% of monthly payment of per AC after the delay of more than 24 hours. Penalty of 10% of monthly payment for per AC for 48 hours.
2. Penalties imposed on ten or more occasions in any quarter for all the links would be considered as rendering of unsatisfactory services and the agreement is likely to be terminated prematurely at the sole discretion of Doordarshan, News.

Q Inspection & Inspection Authority:

- a. **Inspection:** The material will be inspected by the indenter or his authorized representative at manufacturer's work place before dispatch in accordance with various standards/procedures specified in tender specifications or modification thereof that may be carried out by the indenter in consultation with supplier. Supplier shall intimate the indenter in advance about readiness of material for inspection at a date mutually agreed upon by the indenter and supplier.
- b. The material will be accepted only after meeting the specifications/conditions stipulated in tender documents or modification that may be carried out by the indenter in the consultation with the contractor.

(P. K. Mehrotra)
ASSISTANT DIRECTOR (ENGG.)
For Deputy Director General (News)

PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
DOORDARSHAN NEWS: TOWER-B,
DOORDARSHAN BHAWAN, NEW DELHI

No. DDN/5(115)/15(02)/2018-19 G (E)

Date: 18.06.2018

QUOTATION FORM FOR PRICE BID

Please read carefully the terms and conditions in the enquiry form attached to the quotation form.

Quotation No

Quotations for: **Tender enquiry for Supply of AMC of Split A/Cs and Packaged A/Cs.**

***Last date** of receipt of quotation in this office **16.07.2018** up to **14:00 Hrs.**

S.No.	Description of Stores	Qty.	Rate per Unit (In figure and words)	Total Price (In figure & Words)
1.	AMC of 02 Ton Split A/C	29 Nos.		
2.	AMC of 1.5 Ton Split A/C	09 Nos.		
2.	AMC of 4.5 Ton Tower A/C	04 Nos.		
3.	AMC of 5 Ton Packaged A/C	02 Nos.		
4.	AMC of 3.5 Tower A/C	10 Nos.		
5.	AMC of 5.5 Ton Packaged A/C	01 No.		

1. GST/Excise duty, Sales Tax /Service Tax/VAT etc (if any): -.....
2. (a) GST/Sales Tax/VAT no.: -..... (b) PAN No.
(If sales tax no/VAT/Service tax is not mentioned tender will be rejected)
4. Terms of Delivery: - **At DD News, DD Bhawan, Copernicus Marg, New Delhi.**
5. Inspection:- Material is subject to pre-dispatch inspection.
6. Forwarding & Transportation Charges: - shall be included in the above. No separate charge will be paid on this account.
7. Delivery Period:- Maximum eight weeks from the date of order.
8. Consignee:- **DD News, DD Bhawan, Tower –B, Copernicus Marg, New Delhi.**
9. Validity - Six Months.
10. **Terms of Payment:** - 100% payment on receipt of store in good condition.
11. Declaration: - We declare that all the conditions as given in the enquiry have been read by us and are acceptable.

(Sig. of tenderer with seal.)

Specification for AMC of Split A/Cs, Tower A/Cs and Packaged A/Cs

1. SCOPE :

This specification lays down the criterion of maintenance of Split A/C's, Tower A/C's, and Packaged A/C's of DD News, New Delhi.

2. GENERAL:

The firm must a professional firm dealing with service, repairing, gas charging and replacement of other parts of mentioned air conditioners.

3. ESSENTIAL Conditions for AMC :

1. The Earnest money deposit (EMD) amount of Rs. 5,000/- (Rupees Five Thousand only) shall be submitted along with the quotation in the form of a Bank Guarantee Demand Draft/Banker's Cheque/FDR from any commercial bank drawn in favour of the **DDO DD NEWS MANDI HOUSE PHASE – II NEW DELHI**. The EMD amount will be refunded to unsuccessful bidder(s) only after finalization of the tender. However, in case of successful bidder it will be refunded only after the award of the contract.
2. The amount of the AMC charges should be mentioned clearly indicating service charges, taxes and any other charges, if any.
3. Routine inspection, checking, servicing and preventive maintenance of the units will be thoroughly done once every three weeks.
4. Any breakdown call made by the customer during the formal working hours will be attended on same working day.
5. Annual maintenance contract is full and comprehensive, including supply of all spares including compressor, gas and material, manpower, free of cost, which are found defective/need repair and necessary for smooth functioning of units.
6. No conditional quote shall be accepted.
7. DD News has right to summarily reject any conditional quote submitted by any vendor.
8. Emergency visits shall be made on the same day of lodging of complaint.
9. In case of replacement of compressor(s), it shall be replaced within 2 days from complaint date.
10. In case AMC provider does not comply with the terms & conditions or work is not satisfactory, DD news can deduct the AMC charges as deemed fit or the AMC contract may be terminated on discretion of DD News by giving 15 days notice.
11. The payment shall be made on quarterly basis after the end of each quarter after certification by the competent authority of DD News.
12. DD News reserves the right to accept/reject the quotation in partial form or in total without assigning any reason thereof.
13. DD News reserves the right to award the contract to any of the bidders irrespective of not being lowest and in this respect the decision of the DD News shall be final.
14. The bidder may visit the DD News before submitting the bids. The ACs can be inspected on any working day between 10.00 Am to 05.00 PM. Faulty AC, if any, at that time may be brought to notice.
15. The A/C must be attended within 24 hours of Registration of complaint other wise, 5% of quarterly cost of AMC of that type of Air conditioner per day penalty will be deducted after the completion of 24 hours.
16. You are requested to quote your most competitive rate and submit your quotation in a sealed envelope super scribing "**Tender for quotation of Annual Maintenance Contract for Air-Conditioners**". The EMD may also be enclosed by way of Demand Draft/Banker's Cheque/Bank Guarantee/FDR in favour of the **DDO DD News**, which will be opened on same day at 15.00 hrs.

17. The bidder has to quote their rates per quarter in the given Performa in annexure-2.
18. L-1 will be decided on this basis of total cost of AMC of all ACs. as included in the list.

Annexure-2

S. No.	Type of A/C	Rate per A/C per Quarter	Service Tax	Quantity in Nos.	Total

Yours faithfully,

P.K.Mehrotra
Asstt. Director (Engg.)
For DDG (E)

PROFORMA OF BANK GUARANTEE FOR BID BOND

Bank Guarantee No. _____

Ref:-

To,

**Director General (N&CA),
Prasar Bharati,
(Broadcasting Corporation of India),
Doordarshan News, Tower -B
Doordarshan Bhawan, Copernicus Marg,
New Delhi-110 001**

Dear Sirs,

Whereas the PRASAR BHARATI (BCI), Doordarshan News having its head office at address of the organization, at Doordarshan Bhawan, Tower B, Copernicus Marg, New Delhi-110 001, (hereinafter called the organization) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees has floated a Tender No. _____ and M/s _____ having Registered/head office at _____ (Hereinafter called the "Tenderer" which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. _____ and tenderer having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs./US Dollar _____ (Rupees/US Dollar _____ Only) for the due performance of tenderer/s obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by the Organization specially the conditions that (a) tenderer shall keep his tender open for a period of _____ days, i.e, from _____ to _____ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the Organization (b) the tenderer will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the Organization within the required time. The tenderer has absolutely and unconditionally accepted this conditions. The Organization and the tenderer have agreed that NIT/tender document is an offer made on the condition that the tender, _____ if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the Organization for a period of

_____ days, i.e., from _____ to (_____) or any, extension thereof and that making of the tender itself shall be regarded as an uncondition and absolute acceptance of the conditions, contained in NIT and the tender documents. They have further agreed that the contract consisting of NIT/Tender documents as the OFFER and submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is

finally accepted by the Organization. The consideration for this separate initial contract preceding the main contract is that the Organization is not agreeable to sell the NIT/tender documents to the tenderer and to

consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the tenderer desires to make a tender on this condition after entering into this separate

initial contract with the Organization promises to consider the tender on this condition and tenderer agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we _____ registered
(Indicate the name of Bank)
under the laws of _____ having head/registered office at _____(hereinafter) referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees or in such convertible currency as acceptable to the Organisation and all money to the extent of Rs/US Dollars _____ (Rupees/US Dollar _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the tenderer and any such demand made by the Organization on the bank shall be conclusive and binding notwithstanding any difference between organization and the

tenderer or any dispute pending before any court arbitrator or any other matter whatsoever. We also agree to give that Guarantee here in the this Organization in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the tenderer and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the Organization at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the tenderer.

The bank further agrees that as between the bank and the Organization, purpose of the guarantee, any notice of the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above given to the bank by the Organization shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Organization or that of the tenderer. We also undertake not to revoke, in any case, this Guarantee during its currency.

4. The bank agrees with the Organization that the Organization shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the Organization or any indulgence shown by the Organization to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under this Guarantee is limited to Rs./US Dollar (Rupees/US Dollars _____ only) in aggregate and it shall remain in full force upto and including **60 days** after _____

unless extended further (indicate the last date of validity period) from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto and including **60 days** after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of **60 days** from _____ or (indicate the last date of validity period) before the

expiry of **60 days** after the expiry of extended period, if any, if no such claim has been received by us within **60 days** after the said date/extended date, the rights of the Organization under this guarantee will cease subject to para 8. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all right of the organization under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the tenderer here in after referred to as: contractor" the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to the Organization a bank guarantee for Rs./US Dollar _____ (in _____ figure) Rupees/US Dollars _____ only (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this Organization by the required date the claim must be submitted to us **within 120 days** after the last date of validity period or extended period, if any. If we have received no such claim **within 120 days** after the said date/extended date, rights, of the organization under this guarantee will cease. However if such a claim has been received by us within and **upto 120 days** after the said date/extended date all rights of the Organization under this guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in _____ and any other authority (indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee.

The bank confirms that this guarantee has been issued with observance of the appropriate Exchange Control rules and Regulations of the country.

In witness where of the Bank, through its authorised officer, has lent its hand & stamp on this _____ day of _____ at _____ of _____ (month & year)

Witness No.1 Signature
Signature (Full name in capital Letters)
(Full name and address in capital letters) Designation with bank stamp

Witness No. 2
Signature Attorney as per power of attorney
(Full name and address in capital letters) No _____
Date _____

INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR BID BOND

1. The bank guarantee should be stamped in accordance with Stamp Act.
2. The non-judicial stamp paper should be in the name of the issuing bank.
3. Clause 8 of the bank guarantee is applicable in cases of global tenders where foreign tenders also participate. When tenders are invited from parties within India, clause 8 may be deleted. The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction.
4. Please indicate the currency in which bank guarantee is being given Rs/US Dollars have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in a currency other than Rupees' or US Dollars' these terms may be deleted and replaced by relevant currency.
5. The period of **sixty (60) days** mentioned in clause 6 and one hundred twenty **(120) days** as given in clause 7. Should be available after the expiry of the validity period of the tender or any extension thereof.
6. The bank guarantee by Indian bidder will be given from scheduled Bank only. The foreign bidders will give Bank Guarantee from an Indian Bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from foreign bank acceptable to the Organization will be considered.
7. In the case of guarantee by a foreign bank, these must be got confirmed by an Indian public sector bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.