

PRASAR BHARATI
DIRECTORATE GENERAL: DOORDARSHAN
DOORDARSHAN BHAVAN, NEW DELHI-110001

No. 2/19/2017-18-A&G

Date:- 14.2.2019

e-TENDER NOTICE

Subject: Comprehensive Annual Maintenance Contract in respect of Panasonic Fax Machines/ Multifunction Fax Machines installed in DG:Doordarshan.

The Directorate General of Doordarshan intends to enter into a contract for Comprehensive Annual Maintenance Contract (CAMC) of 95 Nos. of **Panasonic Fax Machines/ Multifunction Fax Machines** installed in this Directorate. Those firms who fulfill the conditions and are interested may submit Online Tender with reference to the following:-

1.	General Information	Part-I
2.	Description Service required	Part-II
3.	Standard Condition of RFP	Part-III
4.	Special Condition of RFP	Part-IV
5.	Evaluation criteria & Price Bid issues	Part-V
6.	Technical Bid, Price Bid & other Terms & Conditions	Annexure- I-IX
7.	Earnest Money Deposit (EMD) is	Rs. 14,000/-

The tender is to be submitted online, latest by 02.00 PM on 11.3.2019. An Earnest Money Deposit (EMD) of Rs. 14,000/- (Rupees Fourteen Thousand) only is required to be submitted alongwith the Technical Bid. The EMD should be in the form of Bank Draft/Pay order drawn in favour of "PBBCI, DG: Doordarshan, New Delhi". The Technical Bid shall be opened on the same day at 3.00 PM. Tenders will be opened online. DG: Doordarshan reserves the right to reject any or all the tenders without assigning any reason whatsoever.

14.2.2019
(MANOJ KUMAR)
(Dy. Director (Admin))

Copy to: NIC DG: DDN for uploading on website.

PRASAR BHARATI
DIRECTORATE GENERAL: DOORDARSHAN
DOORDARSHAN BHAWAN, COPERNICUS MARG
NEW DELHI- 110001

REQUEST FOR PROPOSAL/TENDER DOCUMENT

Invitation for e-tender/online Bids for Comprehensive Annual Maintenance Contract in respect of Panasonic Fax Machines/ Multifunction Fax Machines installed in DG:Doordarshan.

Request for Proposal (RFP) No. No. 2/19/2017-18-A&G Dated

1. Online Bids (Technical & Commercial) are invited for Comprehensive Annual Maintenance Contract in respect of Panasonic Fax Machines/ Multifunction Fax Machines installed in DG:Doordarshan listed in Annexure-III of this RFP.

2. The address and contact numbers for seeking clarifications regarding this RFP are given below:

a. Queries to be addressed to	Deputy Director Administration
b. Postal address for sending the Queries/EMD/Bid etc.	Director General Doordarshan, Doordarshan Bhawan Copernicus Marg New Delhi-110001
c. Name/designation of the contact person/officer	Shivam Saxena, Section Officer (A&G)
d. Telephone number of the contact person/officer	011-23114222
e. e-mail id of contact person/officer	dgddagsection@gmail.com
f. Fax number of the Office	23388429

3. **This RFP is divided into five parts as follows:**

- a. **Part I:** Contains General Information and instructions for the Bidders about the RFP such as the instructions to the bidders for online bid submission, time, EMD, place of submission and opening of tenders, modification and withdrawal of bid, clarification regarding contents of the bid/RFP and Validity period of tenders, etc.
- b. **Part II:** Containing essential details of the services required, such as the Scope of work, Technical parameters, Educational Qualifications, technical details, eligibility criteria, consignee details, period of contract etc. alongwith number of documents to be uploaded online in PDF format with technical bid followed by hard copies.
- c. **Part III:** Contains essential and standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

- d. **Part IV:** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- e. **Part V:** Contains Evaluation Criteria and Format for Price Bids.
- 4. **This RFP is being issued with no financial commitment and the customer /Buyer reserves the right to change or vary any part thereof at any stage. Customer/Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.**

A handwritten mark, possibly a signature or initials, consisting of a stylized 'N' or 'M' followed by a diagonal line.

Part I – General Information
Last date and time for submission of online Bids:

The online Bids should be uploaded/sent by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of submission of online Bids:** Instruction for online bid submission is given in detail at Annexure-I of this RFP. All the required documents in support of the eligibility criteria alongwith scanned copy of EMD are also to be uploaded alongwith the bids. The bidders are advised, in their own interest, to submit the requisite papers/documents with their bid as per the specifications/eligibility criteria indicated in part-II of the RFP failing which their bids may be declared as non-responsive/ineligible. Complete e-tender documents may be downloaded from the website of Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) or from Departmental website –<http://www.ddindia.gov.in> or e tender portal of Doordarshan <http://www.tenderwizard.com> with effect from the date of publication of the tender notice. Information or any issue of corrigendum related to this tender/RFP will be made available/uploaded only on the website of <http://www.tenderwizard.com> and the Departmental website. Such amendments/modifications shall be binding on all the prospective bidders. **Late tenders will not be considered. No responsibility will be taken for any delay on account of non-delivery/non-submission of online bid on or before time. Bids sent by post/fax or e-mail will not be considered and liable to be rejected.**

3. **Time and date for opening of online Bids:**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer/buyer).

4. **Location of the Tender Box for submission of EMD (in original):**

A&G Section, Room No.222, Tower-A, DG: Doordarshan Mandi House, New Delhi 110001

5. **Place of opening of the Bids:**

A&G Section, Room No.222, Tower-A, DG: Doordarshan Mandi House, New Delhi 110001

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. Details of EMD and technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of bidders representative.**

6. **Submission of online Bids:** Online bids should be submitted by the Bidders under their original memo/letter head inter alia furnishing details like TIN number, PAN Number, GST Number, Bank Branch address, account number with IFSC code for e-payment with complete postal & e-mail address of their office. Scanned copy of PAN card, GST Registration Certificate, Annual Income Tax Returns filed for last three years, EMD, work experience of similar nature with requisite proof and scanned copy of the tender acceptance letter duly signed by the authorized representative of the firm as a token of acceptance of the terms & conditions of the RFP are also to be submitted online followed by hard copies of these documents.

7. **Modification and Clarification regarding contents of the RFP :** At any time prior to the deadline for e-submission of bids, the customer/buyer may for any reason, whether on its own initiative or in response to the clarification request by a prospective

bidders, modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for e-submission of bid will be uploaded as "corrigendum" on <http://www.tenderwizard.com> and Departmental website. Such amendment/modifications shall be binding on all the prospective bidders. Customer/Buyer at its discretion may extend the deadline for the e-submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the customer/buyer in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids. Copies of the query and clarification issued by the customer/buyer will be sent to all prospective bidders who have received the bidding documents and will also be posted on website.

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his online bid after submission provided that the written notice of modification or withdrawal is received by the customer/buyer prior to deadline prescribed for submission of online bids. A withdrawal notice may be sent by fax/e-mail but it must be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the deadline for submission of online bids. **No bid shall be modified after the deadline for submission of online bids. No online bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.**

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. The customer/buyer also reserves the right to call for additional information from the bidders. **No post-bid clarification on the initiative of the bidder will be entertained.**

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**

11. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. Validity of Bids: The Bids should remain valid for six months from the last date of submission of the Bids.

13. Earnest Money Deposit: Bidders are required to submit scanned copy of Earnest Money Deposit (EMD) for an amount of Rs. 14,000/- (Rs. Fourteen Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque in favour of "PBBCI, DG: Doordarshan, New Delhi", or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-VII. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them without interest at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered

with the Central Purchase Organization and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The hard copy of the EMD has to be submitted as per manner indicated in para-4 above.

15. Two bid system- It is a two bid system. Only the technical bids would be opened on the time and date mentioned above. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by the customer/Buyer. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the customer/buyer (i.e. DG/DD).



Part II - Description Services required

1. Schedule of Requirements(SOR): List of services required is as follows:

Name/Type of item/services/description of stores with Qty required
Comprehensive Annual Maintenance Contract in respect of Panasonic Fax Machines/
Multifunction Fax Machines installed in DG:Doordarshan.

Eligibility Criteria/Technical Details/Qualitative requirement/Scope of Work, specification of stores/equipments etc.: is given below

- a) Eligibility criteria :- Given in Annexure-IV
 - b) Terms and Conditions :- Given in Annexure-II
 - c) Scanned copy of EMD, PAN card, GST Registration Certificate, Annual Income Tax Return filed for last three years, copy of work experience of similar nature with requisite proof and scanned copy of the tender acceptance letter duly signed by authorized representative of the firm as a token of acceptance of the terms & conditions in pdf format.
 - d) Technical details with technical parameters
 - e) Any other details, as considered necessary depending upon nature of tender/case.
1. Two-Bid System - In respect of Two-bid system, Bidders are required to furnish clause by clause compliance in respect of eligibility criteria, qualitative requirements, technical details and specifications etc. bringing out clearly the deviations
2. Delivery Period - Delivery period for supply of items/services would be from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer/Customer in case items/services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer/Customer with applicability of LD clause.
3. Consignee details - A&G Section, Room No.222, Tower-A, DG: Doordarshan Mandi House, New Delhi 110001
4. Period of Contract: The contract would be for one year from the effective date of contract. Please note that Contract can be cancelled unilaterally by the customer/buyer in case services are not received as per quality and standard specified in the RFP and contract within the contracted period. The customer/buyer reserves the right to exercise the option clause and repeat order clause as per text given in Chapter IV of this RFP.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the essential and Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder(i.e. Contractor/Supplier in the contract) as selected by the customer/buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The format of arbitration clause in respect of indigenous private bidders, is given in Annexure- VIII.

4. **Penalty for use of Undue influence:** The contractor/supplier undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be

paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier by contractor/supplier with the Government of India or with customer/buyer.

6. Access to Books of Accounts: In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. Penalty and Liquidated Damages: In the event of the contractor failure to submit the Bonds, Guarantees and Documents, supply the coordinator, supervisor and office helpers & services as specified in this contract, the customer may, at his discretion, withhold any payment until the completion of the contract. The customer may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. Termination of Contract: The customer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.
- (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or

registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. Amendments: No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Statutory Duties & Taxes:

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- (b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon the Customer.
- (c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between the customer & successful contractor. This is a binding agreement between the customer and contractor for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the Principal/ Office and successful contractor for this specific activity (the successful Bidder);
- b. An undertaking by the Principal/Office that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;

- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding company/ contractor will be made "in the name for and on behalf of the company's Chief Executive Officer".
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - (i) Denial or loss of contracts;
 - (ii) Forfeiture of the bid security and performance bond;
 - (iii) Liability for damages to the principal/office and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal/Office for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviours and compliance program for the implementation of the code of conduct throughout the company).



Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private section bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure IX.

2. Repeat Order Clause: The contract will have a Repeat Order Clause, wherein the customer can repeat the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the customer to place the Repeat Order or not.

3. Payment Terms: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made as per the following terms, on production of the requisite documents. Payments terms have been mentioned in Terms & Conditions (Annexure-II).

4. Paying Authority: The payment would be made on submission of following documents:-

- i. Ink signed copy of contractor bills
- ii. Log book maintained by the Engineer.
- iii. Preventive maintenance report of all the machines.
- iv. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- v. Any other document/certificate that may be provided for in the Job Order/Contract.
- vi. User Acceptance & Satisfactory Services Report.
- vii. Xerox copy of PBG.

5. Fall Clause: The following Fall clause will form part of the contract placed on successful Bidder:

- I. The price charged for the services supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- II. If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including the customer or any department of central Government or any Department of the State Government or any Statutory

undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.

- III. The contractor shall furnish the following certificate to the customer along with each bill for payment for services made against the contract –

"We certify that there has been no reduction in service price for the CAMC of Panasonic make Fax machine to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the customer or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

6. **Risk & Expense clause:**

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- iii) In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by Customer.

7. **Force Majeure Clause:**

- a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract). If the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately.

but in any case not later than 10 (Ten) days from the moment of their beginning.

- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

A handwritten mark, possibly a signature or initials, consisting of a stylized 'S' or '8' followed by a diagonal slash.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:-
 - a. **Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RPF, both technically and commercially.**
 - b. The technical Bids forwarded by the Bidders will be evaluated by a duly constituted Committee with reference to the technical characteristics/technical parameters/ eligibility criteria as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
 - c. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Annexure III (Financial Bid). The consideration of taxes and duties in evaluation process will be as follows:
 - (i) All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of Bids.
 - d. The Bidders are required to spell out the rates of GST in an unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have. The documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 - e. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - f. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by the customer. Customer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full number of store & services within stipulated time and the same will be placed at Lowest-1 rate.
 - g. **Any other criteria as applicable to suit a particular case.**
 - h. **Evaluation will be done as per extant orders issued by MoF on time to time on above subject.**

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/Tender Document. I understand that in case any deviation is found in the above statement at any stage, I / We will be blacklisted and will not have any dealing with the DFF in future.


(Signature of Authorized signatory with date and seal)



**PRASAR BHARATI
DIRECTORATE GENERAL: DOORDARSHAN
DOORDARSHAN BHAWAN
NEW DELHI – 110001**

Annexure-I

Notice inviting e-tender

A) GENERAL INSTRUCTIONS TO BIDDERS

1. The scope of work for Comprehensive Annual Maintenance Contract of Panasonic Fax Machines/ Multifunction Fax Machines installed to be tendered are available in the complete bid documents which can be viewed/downloaded free of cost from Doordarshan portal <http://www.ddindia.gov.in> or e-tender portal of Doordarshan <http://www.tenderwizard.com/PB> or CPP Portal <http://www.eprocure.gov.in>.
2. Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/PB>.
3. No claim shall be entertained on account of disruption 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://www.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 Doordarshan <http://www.tederwizard.com/PB> to have user ID & Password from M/s ITI Ltd.
8. Page no. shall be given on each and every paper/documents serially uploaded in the Financial bid.
9. 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).
10. The Earnest Money shall be in the form of Bank Draft/Pay Order from an Indian scheduled Commercial Bank in favour of **PBBCI, Director General Doordarshan, New Delhi – 110001**.
EMD deposit shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach Section officer (A&G) in Room no. 222, Doordarshan Directorate Doordarshan Bhawan, Copernicus Marg, New Delhi-110001 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.


Conti.....

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11. The successful tenderers will be required to furnish Performance Bank Guarantee within 30 days of placement of contract at the rate of 10% of value of contract in the form of Demand Draft/ Pay Order or Bank Guarantee in the Performa enclosed with the tender documents.
12. Small Scale Units Registered with NSIC under Single Point Registration Scheme for the item required in NIT shall be exempted from payment in respect of cost of Tender/Earnest Money as per the Government instructions on the subject on submission of documentary evidence of valid Registration.
13. The purchaser reserves the option to give Purchase preference to the offer from Public Sector Units and/or from Small Scale Cottage Industries Units over those from other firms, in accordance with policies of the Government of India from time to time.
14. Tenderers shall separately indicate the rate and amount of GST as applicable on the date of tendering in their offer failing which the offer will be summarily rejected.
15. Each file uploaded in Connection with the tender shall be digitally signed and impression of digital signature of authorized signatory should appear on the last page of each file. Failing which the bid shall be rejected.

B) LIST OF MANDATORY DOCUMENTS

1. Copy of EMD.
2. Doordarshan Tender Document complete along with all Annexures digitally signed and enclosed with the offer.
3. Original Equipment's Manufacturer's authorization for Equipment quoted.
4. Past performance along with the user certificate in respect of Comprehensive Annual Maintenance Contract of Panasonic Fax Machines/ Multifunction Fax Machines.
5. Authorization to sign the bid by the bidder.
6. Pan No. / ISO Certified Number/ GSTIN with relevant document enclosed with offer.
7. Copy of ITR of last three years.


Section Officer
For Director General

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(CAMC)

For 95 Nos. OF FAX MACHINES.

TERMS & CONDITIONS

1. Open tenders are invited from amongst Service provider of OEM i.e. M/s Panasonic India Pvt. Ltd for provision of CAMC for fax machines in DG: Doordarshan office. The firm /company applying for this tender would provide authorization certificate from the OEM only in this regard with the quotation mentioning that the Firm is authorized to participate in this tender. The firms should be located in Delhi/NCR.
2. The offers should be valid for atleast 180 days from the date of opening of the financial bids.
3. The firm / company should have a previous experience in maintenance of such equipments with Government Department/Public Sector Undertaking in Delhi of maintaining Fax machines. Necessary documents must accompany with the quotations.
4. The Firm/Company should submit self attested Photocopies of documents related to PAN/ GST Registration etc. alongwith the quotation form.
5. The Firm/Company should submit the ITR of the firm for last three years.
6. The Comprehensive Annual Maintenance Contract (CAMC) shall be valid for a period of one year w.e.f. the date of award of work.
7. The contract (AMC) may be renewed further for a period of one year on the same rates and conditions on the request of the successful bidder (firm/company) by DG:Doordarshan. The decision in this regard will be the sole discretion of DG:Doordarshan.
8. The Contractor/ Firm (successful bidder) should deposit 10% of the CAMC value as security deposit in the form of a bank draft/pay order/bank Guarantee drawn in favour of "PBBCI, DG:Doordarshan, New Delhi" within 30 days of the award of the CAMC, which shall be liable to be forfeited due to any deficiency in service on its part.
9. The successful bidder (contractor/firm) shall have to enter into an 'Agreement' containing the terms & conditions mentioned herein with this Directorate upon award of the contract failing which EMD will be forfeited. A copy of Agreement is enclosed at Annexure.
10. The security deposit, submitted by the successful bidder (Contractor/ Firm) shall be returned to the successful bidder (Contractor/Firm) after completion of the contract to the satisfaction of DG: Doordarshan without any interest for the period it was under deposit with DG: Doordarshan. However, the security deposit or Bank Guarantee shall be liable to be forfeited for any deficiency in its services or violation of any provision of the terms & conditions of the contract, by it.
11. Under the CAMC, the following services should be provided by the Contractor Firm without any extra charges:-
 - a. The Contractor Firm should undertake regular maintenance of the fax machine under CAMC, so that the said fax machines function is in good working order at all times during the period of CAMC.
 - b. The Contractor Firm should also undertake repair and replacement of defective /worn out parts with genuine parts (excluding ink cartridges, paper rolls, plastic parts, burnt or mishandled parts) of the said fax machines.

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12. The Director General Doordarshan reserves the right to increase or decrease the number of fax Machines offered for Comprehensive Maintenance Contract, during the currency of the contract if required. Payment for any inclusion/deletion of fax machines will be calculated on pro-rata basis. No advance in any case would be made.
13. The Contractor/ Firm should ensure that the faults/defects arising in the said fax machines are rectified within 24 hours of the lodging of the complaint by the concerned users. If the event of defects remains unaltered for more than one clear working day a penalty of Rs. 500/ day per machine will be imposed on the firm.
14. **Force Majeure:-** If, at any time during the subsistence of this contract the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events") provide notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.
15. **Earnest money Deposit (EMD)** of unsuccessful bidder will be refunded to the respective firms within 30 days from the date of award of tender without any interest. Further Earnest Money Deposit in respect of successful bidder will be forfeited, if the firm does not submit / produce Performance Bank Guarantee within stipulated time period.
16. Any of the fax machine(s) proposed to be put under this contract can be withdrawn from the CAMC at any time during the period of contract by DG: Doordarshan at its sole discretion and accordingly, the contract value will be reduced proportionately.
17. The payment will be made on quarterly basis after satisfactory maintenance/servicing/repair of the fax machines during a particular quarter, upon submission of pre-receipted bill, by the Contract firm duly verified by the concerned users. No advance payment would be made.
18. The contract (AMC) can be terminated by either party giving 45 days notice period of such termination.



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19. In case of any dispute between the successful bidder (firm/company) and DG: Doordarshan arising out of or in relation to this Contract, the dispute shall be referred to a sole Arbitrator to be appointed by DG: Doordarshan. Any decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration proceedings shall be held at Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
20. The Courts of Delhi will have jurisdiction over all legal disputes arising out of or in relation to this Contract.
21. DG: Doordarshan reserves the right to reject any or all the bids without assigning any reason, whatsoever.



19. In case of any dispute between the successful bidder (firm/company) and DG: Doordarshan arising out of or in relation to this Contract, the dispute shall be referred to a sole Arbitrator to be appointed by DG: Doordarshan. Any decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration proceedings shall be held at Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
20. The Courts of Delhi will have jurisdiction over all legal disputes arising out of or in relation to this Contract.
21. DG: Doordarshan reserves the right to reject any or all the bids without assigning any reason, whatsoever.



Annexure- III

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR
95 Nos. OF FAX MACHINES

FINANCIAL BID

S.No.	Machine model No.	Qty.	Unit Rate in Rs. (Per Annum)	Total Amount for One year	GST Rate	GST Amount	Total Amount + taxes for 1 year
1.	Panasonic model No.1520	01					
2.	Panasonic model No.772	38					
3.	Panasonic model No.2130	09					
4.	Panasonic model No.1530	47					
	Total	95					

Annexure- IV**TECHNICAL BID**

	Tender no.	2/19/2017-18-A&G	
	Specification		
	Specification for	Comprehensive Annual Maintenance Contract of 95 Nos. Fax Machines installed in DG:Doordarshan.	
	Name of Bidder		
S.no.	Description of Item as per specification	Description / Number	Whether Submitted / Not Submitted GSTIN
1	Details of EMD		
2	ISO certificate No.		
3	Past performance certificate (Experience Certificate Details of Deptt./ Ministries with name, Designation, Address, telephone Number/ Fax number of the concerned office and details of value of comprehensive Annual Maintenance Contract (CAMC_ alongwith copy of order.)		
4	PAN No. (Copy Enclosed)		
5	GSTIN NO. (Copy Enclosed)		
6	Certificate of an authorized Service Provider of OEM i.e. M/s Panasonic India Pvt. Ltd.		
7	ITR for last three financial year		

Terms & Conditions

1	Validity of Offer	
2	Full Address	
3	Telephone No. /Fax No.	
4	The statutory charges which will not be borne by the bidder must be indicated failing which this Organisation will not be liable for payment of any such charges.	
5	Any other information.	

Annexure - V**Check List**

Tender no.		2/19/2017-18-A&G	
Specification no			
Specification for		Comprehensive Annual Maintenance Contract of 95 Nos. Fax Machines installed in this Directorate.	
(COMMERCIAL)			
Group A			
Name of Bidder and Address			
S.No	Description	Yes/No/Not applicable	Remarks
1	Whether Bank Draft / Pay Order for the requisite earnest money/Bid Bond enclosed with the offer?		
2	Have the rates, prices and totals etc. been checked thoroughly before signing the tender?		
3	Has statement incorporating the deviation from the commercial terms and conditions of this Organisation has been prepared and enclosed with the offer.		
4	Whether the period of validity of the offer is as required in tender document, if not mention the extent of variation in days.		
5	Whether the offer has been signed indicating full name and clearly as to whether it has been signed		
6	If the tenderer is seeking business with this Organisation for the first time, has he given the details of the parties to whom they tendered services have been provided in past along with their performance report?		
7	Are the pages of the tender consecutively numbered and an indication given on the front page of the tender as to how many pages are contained in the tender?		
8	Has the tender been prepared in sufficient details/clarity so as to avoid post tender clarifications/amendments?		
9	Whether Commercial bid of the tender document duly filled in and submitted.		
10	Whether each Page of Annexure I,II III and IV of the tender document is signed and submitted with the offer.		

DECLARATION

1. I..... Son/Daughter of Sh..... Partner of M/S..... am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the details of tender and these are fully acceptable to me.
3. I hereby certify that our company has not been blacklisted by any Government Ministry/ Department/PSU/Private Sector.
4. The Information/Documents furnished along with the above documents are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing any false information/fabrication document will lead to rejection of tender at any stage besides liable to prosecution under appropriate law.

Date.....

Place.....

Partner.....

Full name.....

Company seal



EMD Bank Guarantee format

Whereas.....(hereinafter called the "Bidder") has submitted their offer dated.....for the services and supply of.....(hereinafter called the "Bid") against the customer's request for proposal No.....KNOW ALL MEN by these presents that WE.....of.....having our registered office at.....Are bound unto.....(hereinafter called the "Customer") in the sum of.....for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank this.....day of20.....
The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch)

Format of Arbitration Clause –Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by DG:Doordarshan agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.



Performance Bank Guarantee Format

From:
Bank _____

To

The President of India through Directorate of _____
Ministry of Information & Broadcasting
Government of India
New Delhi.

Dear Sir,

Whereas you have entered into a contract No. _____ Dt. _____ (hereinafter referred to as the said Contract with M/s. _____, hereinafter referred to as the "Contractor/Supplier" for supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by an change in the constitution of the bank or in the constitution of M/s. _____

Notwithstanding anything contained HEREIN:-

- (i) Our Liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____).
- (ii) This Bank Guarantee shall be valid up to _____



(iii)

We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

For Bank

A handwritten signature or mark, possibly a stylized 'V' or a signature, located in the upper right quadrant of the page.