



Notice Inviting e-Tender

E-tenders are invited online through www.tenderwizard.com/PB under single bid systems from the reputed supplier **for supply of 3 Nos. Of ADOBE CC All Apps license for one year** as per the technical specification given below:-

SNo		Specification
1	<u>ADOBE CREATIVE CLOUD All Apps license</u>	License for one year for 3 systems. The license should be activated for the Email ID given by our office.

Estimated Cost : Rs 2,25,000/- (Rs Two Lakhs and Twenty five thousand Only)

The tenders will be received online up to 14.30 Hrs on 28.5.2019, and opened at 15.00 Hrs. on the same day.

Yours faithfully,
(S.MURALI)
Assistant Engineer(Stores)
for Dy. Director General (E)
Web Site: <http://www.tenderwizard.com/PB>
<http://ceszairdd.org.in/tenders.php>
<http://doordarshan.gov.in/ddpodhigai>

ANNEXURE-I

INSTRUCTIONS TO BIDDERS

1. The scope of work or stores to be tendered are available in the complete bid documents which can be viewed/downloaded from e-tender portal of AIR <http://tenderwizard.com/PB>.
2. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://tenderwizard.com/PB>.
3. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
4. All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://tenderwizard.com/PB>.
5. All documents/papers uploaded submitted by the bidder must be legible.
6. It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying Agency.
7. To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the e-tendering portal of AIR <http://tenderwizard.com/PB> to have user ID & Password from M/s ITI Ltd.,. The Annual registration charges for vendor/supplier are Rs.2,000/- (Rupees Two thousand only) per annum.
8. To participate in e-bid, bidders shall be charged e-tendering processing charges @ 0.1% of estimated contract value with minimum Cap Rs.750/- only and maximum cap-Rs.7500/- only.

9. Bid document contains certain conditions for Manual submission of tender and are now redundant. Document shall be deemed to have been modified to that extent.
10. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
11. Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as "0" (Zero).
12. Bidders should indicate at the time of quoting against this tender their full postal/ fax / E-mail addresses.
13. Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and source of his ability to bind the bidder. The Power of Attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the tender. This organisation may reject outright any tender unsupported by the adequate proof of the signatory's authority.

E-Tender support Help Desk :- 9894191904,80984699169,080-40482000,011-49424365

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

- a. Copy of EMD/ Copy of Registration of firms/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME)* or registered with National Small Industries Corporation (NSIC) under Single Point Registration System (SPRS) or registered with the Central Purchase Organisation or the concerned Ministry or Department or any other body specified by Ministry of Micro, Small and Medium Enterprises(MSME) for exemption of EMD(copy of registration certificate to be enclosed).
- b. Copy of SGST/CGST/IGST Registration Certificate/GSTIN Number and HSN code for supply items.
- c. Original Equipment's Manufacturer's (OEM) Authorization for Software quoted, wherever applicable.

COMMERCIAL BID

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

1.Submission OF TENDER

- a.The tender will be on the basis of "single Bid System" and offers are to be Submitted through e-tender.
- b.EMD should be sent to The Deputy Director General (E) ,Doordarshan Kendra ,Chennai – 600 005 by post/in person in a separate cover super scribed with "**Name of the tender and due date" well in advance** before the date of opening the bid. In case the agency is claiming exemption for submission of EMD, the copy of the exemption certificate as mentioned in 14(a) should be **sent by post or in person ,so as to reach this office before the date of opening of tender.**
- c.The "Price bid" will contain the price schedule duly filled-in and contain all the commercial details of the bid. The commercial bid will be submitted concurrently online duly digitally signed.
- d.Your offer shall be submitted online up to 14:30 hrs on 28.05.2019, the date of closing of the tender. The Bid of the tenders will be opened at 15.00 hours on the same day

1.Eligibility:

Bids should be from the reputed Service provider / authorised agents of the software providers.

Earnest Money Deposit (EMD)

- a.The bidders must submit EMD OF Rs.11,000/- in the form of Demand Draft from a Commercial Bank in favour of **DDO, DDK, Chennai-600 005.** EMD should be placed in a sealed envelope superscribed with tender reference number and date of opening and should reach the "The Deputy Director General (Engg),Doordarshan Kendra ,Swami Sivananda Salai ,Chennai – 600 005 well in advance **before the prescribed tender opening date.** However

exemption will be given to the firms/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)* and Policy meant for only goods produced and services rendered by MSEs and Traders are excluded from the purview of Public Procurement Policy or registered with National Small Industries Corporation (NSIC) under Single Point Registration System (SPRS) or registered with the Central Purchase Organisation or the concerned Ministry or Department or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME).

b. Tenders without EMD shall be summarily rejected and their bid will not be opened and shall be rejected as non responsive at the bid opening stage .

c. The Earnest Money deposited by the tenderer shall be forfeited by this Organisation in the following events:

(i) If tender is withdrawn during the validity period or any extension thereof.

(ii) If tender is varied or modified in a manner not acceptable to this Organisation during the validity period or any extension of the validity duly agreed by the bidder.

(iii) If a tenderer, whose tender has been accepted, fails to furnish Security Deposit within 2 weeks from the issue of the acceptance offer of the tender.

(iv) If the successful tenderer fails to submit the duly signed agreement copy within 2 weeks from the date of issue of the order.

a. The EMD of unsuccessful bidders will be returned on finalization of the tender. The EMD of successful bidder will be returned on receipt of security deposit or it may be adjusted in the security deposit if requested by the tenderer.

1. Performance Security Deposit:

a. The contractor shall furnish the security deposit within 2 weeks of placement of order at the rate of 10% of the total contract value at the time of signing the contract. The Security deposit shall be furnished in favour of " DDO, DDK, Chennai-5 in any one of the forms of DD Payable at Chennai from a Commercial Bank valid up to the end of service period as per contract.

b. Performance Security deposit shall be refunded to the Service provider /supplier/contractor after completion of all contractual obligations of the supplier, including warranty/guarantee obligations.

PRICE:

a. The price quoted must be net per unit and the applicable Tax Components must be quoted separately. The prices quoted shall remain fixed during the entire period of service/supply/contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non responsive and rejected.

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

a. Payment of SGST/CGST/IGST (on ultimate products), as applicable on the closing date of tender will be to the supplier's / contractor's account. Any statutory variation (both plus and minus) in the rate of SGST/CGST/IGST after closing date of tender/revised price bid but before the expiry of the contractual delivery / completion period will be to the account of the office.

b. The bidder(s) will indicate, in their bid, the amount with exact rate of SGST/CGST/IGST on ultimate finished product, as applicable at tendering stage, separately in the bid. In case the above information subsequently proves wrong, incorrect or misleading (a) this Organisation will have no liability to reimburse the excess in the difference in rates of the item under which the duty/tax assessed finally (b) this Organisation will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

c. Any increase in SGST/CGST/IGST during extended period of the contract / supply order will be to supplier's / contractor's account where such extension in delivery of the materials/completion of the project was on the request of supplier / contractor. However, any decrease in SGST/CGST/IGST during extended period of the contract / supply order, will be to the account of this Organisation.

d. In case of SITC of / SETC tenders, pro-rata breakup details of cost of all the identifiable store items of supply / work and ITC / ETC charges with HSN/SAC code shall be given along with a price bid.

f. The taxes like SGST/CGST/IGST/GST service tax etc. as applicable on the goods / services shall be quoted separately in the price bids.

1. Payment Terms:

Validity :

The offer submitted should be valid for a period of 120 days from the date of opening of the commercial bid.

1. Preference for Product/Services of Public Enterprises:

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

1. Consideration of offer in full or in part:

This Organization may reject / accept or prefer any tender without having to assign any reason whatsoever. This Organization also reserves to itself the right to accept any tender in part or split the order between two or more bidders. Further, the undersigned reserves himself the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of the requirement without any change in the unit price of the order quantities or other term conditions at the time of award of contract.

1. GUARANTEE:

The supplier shall ensure that the license availability throughout the period of service being offered.

1. DELIVERY PERIOD:

The successful bidder shall have to provide license at DDK, Chennai within 7 days of placement of purchase/Work order.

2. FAILURE AND TERMINATION CLAUSE

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

b. Recover from the Supplier/Contractor as agreed, liquidated demurrages including Administrative expenses and not by way of penalty, a sum equivalent to 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof (this is an agreed, genuine pre-estimate of demurrages duly agreed by the parties) which the supplier/contractor has failed to deliver thereof is accepted after expiry of the aforesaid period, provided that the total demurrages so claimed shall not exceed 10% of the contract price of the stores / SITC / SETC. After full period of extension, termination of the contract will be considered by the Organisation.

c. Purchase or authorise the purchase elsewhere on the account and at the risk of the contractor/supplier, of the stores not so delivered / SITC / SETC not carried out or other of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the contractor/supplier without cancelling the contract in respect of the instalment not yet due for delivery or,

d. Cancel the contract or a portion thereof by serving prior notice to the Contractor/Supplier and if so desired purchase or authorise the purchase of the stores not so delivered / SITC / SETC not carried out, or others of a similar description (where stores not delivered / SITC / SETC not carried out, exactly complying with particulars are not in the 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.

e. 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.

f. It may further be noted that clause (b) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order, from the bill for payment of the cost of materials / works submitted by the supplier / contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated demurrages amount.

g. 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.

3. Arbitration :-

a. It is a further term of this contract that no person other than the person appointed by the Deputy Director General (E) (SZ), Doordarshan, Chennai as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time, with the written consent of all the parties to the contract enlarge the time for making and Publishing the award. It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under the clause.

b. It is also term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

c. The arbitrator shall give reasoned award in respect or each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the law.

d. The Venue of the arbitration shall be at Chennai .

4. FORCE MAJEURE

a. If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence there-of. Neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Doordarshan as to whether the deliveries have been so resumed or not shall be final and conclusive,

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

ANNEXURE-B

PRASAR BHARATI
DOORDARSHAN KENDRA CHENNAI

PRICE BID									
TENDER NO.				NO.9/IT/DKC/ES/2019-20/2 DATED 14.5.2019					
DESCRIPTION OF WORK				Providing license of Adobe CC All Apps-3 Nos. for one year at DDK, CHENNAI					
NAME OF THE BIDDER									
TENDERER'S QUOTATION NO.									
S.No.	Description of items/Works	Qty	Unit	HSN/SAC Code	PRICE				Total Amount including taxes in Rs.
					Unit Rate in Rs.(Amount per Annum)	SGST%	CGST%	IGST%	
1	Providing license of Adobe CC All Apps-3 Nos. for one year at DDK, CHENNAI as per the technical specifications , terms and conditions.	One job (Service to be provided for One year)	One job						
GRAND TOTAL									
GRAND TOTAL IN WORDS									
ADDITIONAL INFORMATION									
1	Due Date of the Tender								
2	Validity of the quotation								
3	Delivery Period								
4	Warranty								
5	Additional Information on Taxes, if any								
6	GST Registration NO.								
7	Any Other Information								
NOTE									
<p>1. The statutory charges like SGST/CGST/IGST & GST on Service Tax etc which will not be borne by the bidder must be indicated as applicable with rates of taxes in the relevant columns, failing which this Organisation will not be liable for payment of any such charges.</p> <p>2. SGST/CGST/IGST and other taxes which are collected by statutory bodies on the way during transportation of materials shall not be included in the price bid. These taxes, if paid, may be reimbursed as per actual on claim with original receipt of payment.</p>									