Notice Inviting e-Tender

E-tenders are invited online in www.tenderwizard.com/PB under single bid system for Non comprehensive Annual Maintenance Contract for 250KVA CUMMINS Diesel Generators installed in Doordarshan Kendra, Chennai as detailed below.

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<th>S. No.</th>
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| 1.    | No.9/DG set AMC/E-Tender//DKC/2019-20 | Non Comprehensive Annual Maintenance Contract for 250KVA CUMMINS make Diesel Generators with following specifications:  
1. Cummins Engine 250KVA Model No:QSL9G16  
2. Cummins Engine 250KVA Model No:6CTAA8.3G4 | 2 nos     | The price quoted should include charges for inspection, maintenance, servicing and for one year from the date of issue of order. |

NOTE:

Consignee: The Deputy Director General (Engg.), Doordarshan Kendra, Swamy Sivnanda Salai, Chennai-600 005.

The tenders will be received online up to 14.30 Hrs on 26.08.2019 and the bid will be opened at 15.00 Hrs. on the same day.

Yours faithfully,

(R K ACHANTA)
Assistant Engineer(Stores)
For Deputy Director General (E)

Web Site: http://www.tenderwizard.com/PB  
http://ceszairdd.org.in/tenders.php  
http://ddpodhigai.org.in
**SCOPE OF WORK:**

The contractor shall provide maintenance service to upkeep the **250KVA CUMMINS Diesel Generators** in good and efficient working condition covered under this contract. In addition to this, the contractor should provide preventive and corrective maintenance of **250KVA CUMMINS Diesel Generators** and should get verified from authorized official of the concerned in the Kendra. He should also carry out necessary repairs and provide exact replacement of defective part(s)/ equipment as required. AMC period will be one year from the date of issue of order.

**1. Terms and Conditions**

1. The contract will be non-comprehensive in nature that is including labour and excluding material. i.e. cost of parts replaced by contractor will be borne by Office. The spare part to be replaced should be genuine and branded.
2. The complaint should be attended within short period of time to restore the service and there is no limit of breakdown calls to be attended with no extra cost. If the **250KVA CUMMINS Diesel Generators** is not repaired within three working days after reporting of the complaint, liquidated damages will be levied at the rate of 0.5 % per week of AMC value and there after the machine shall be repaired from outside at the risk and expense of the contractor firm.
3. The service provider will be responsible for any mishap or accident or untoward incidence during the maintenance of machine which may occur due to negligence of the service engineer of the contractor firm.
4. The agency shall depute a Qualified Service Engineer to support and carryout the maintenance works. The service Engineer of the company will have to visit once in a month. In addition to that he will have to attend the urgent calls for rectifying the faults for keeping the machines in good working condition at any time on short notice.
5. All the essential spares are kept ready stock to replace the defective spares to bring the **250KVA CUMMINS Diesel Generators** in working condition as early as possible.
6. The preventive maintenance is to be carried out once in a month. The preventive maintenance includes the following.
   a) Cleaning of the unit.
   b) Checking of all parameters of the **250KVA CUMMINS Diesel Generator**
7. Modification / alteration in the design / specification of any equipment / material will not be permitted.
8. For repairing or replacement the contractor should use OEM or OEM approved spares only.
9. After the completion of contract period all the **250KVA CUMMINS Diesel Generators** should be handed on good working condition in all respect.
10. The agency who has quoted the lowest shall be awarded the AMC work for a period of ONE year which may be extended further on mutual consent of both the sides.
11. The successful renderer will have to deposit an amount of equivalent to 10% of the order value as Security Deposit in the form of an Account Payee Demand Draft drawn in favour of “**Drawing and Disbursing Officer, Doordarshan Kendra, Chennai**” or in the form of Bank Guarantee has to be submitted within seven days from the date of intimation, failing which this offer will be cancelled. The Security Deposit will be retained
by the Kendra till the end of the contract period and will be returned on satisfactory completion of the work (AMC).

12. The contracting agency will have to sign a contract form before the Commencement of the work wherein it will give an undertaking that, you accept and adhere to the Terms & conditions of contract.

13. The contract will be valid for a period of one year from the date of signing the contract. The period can be extended on mutual agreement. If the firm wishes to discontinue the agreement in the event of any circumstances beyond their control, they shall have the right to cancel the agreement giving prior notice to The DEPUTY DIRECTOR GENERAL (ENGINEERING) DDK, Chennai. In such an event, the agreement shall cease to have effect on the expiry of 60 days from the receipt of the notice and the firm may not be considered for participating in the future tenders and also the security deposit submitted by the firm will be forfeited.

14. No advance payment will be made by the Kendra. Payment for the AMC will be disbursed on Monthly basis after submission of bill in duplicate along with Bank details and duly certified for satisfactory completion of work by the Competent Officer of this Kendra. The Nodal Officer of the Kendra (Asst. Director (Engg.) / Asst. Engineer), will coordinate and supervise the works.

15. The Dy. Director General (Engg.), DDK, Chennai reserves the right to terminate the agreement at any time by giving one month advance notice and levy penalty on account of breach of the conditions stipulated in the agreement, on the part of the firm, including not maintaining the equipments in optimum working condition.

16. The firm shall be solely responsible for observation and implementation of labour laws in force.

17. The firm shall be solely liable for compensation against any claim arising out of accident during the maintenance.

18. The contract shall be deemed to have been concluded at Chennai and all the settlement of disputes, if any emanating from the resultant contract shall be within the jurisdiction of Chennai. The resultant contract will be interpreted under Indian Laws.

19. The firm should adhere to the security instructions and obtain permission for the entry during the period of the contract.

20. The firm should have their service centre within Chennai City.

2. INSTRUCTIONS TO BIDDERS

1. The scope of work or stores to be tendered is available in the complete bid documents which can be viewed/downloaded from e-tender portal of AIR http://tenderwizard.com/PB.

2. 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

14. The tender will be on the basis of “Single Bid System” and offers are to be Submitted through e-tender.

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

a. Copy of GST Registration Certificate Number and HSN code for supply items.

b. Original Equipment’s Manufacturers (OEM) Authorization for servicing of Equipment quoted, wherever applicable.

c. Past Performance along with the user certificate in respect of supply/repair of similar Cummins make Diesel Generators.

d. Full details of after sales service capability with the locations of service centres in Chennai / across the country are indicated.

e. The commercial bid in the prescribed format as per Annexure-A (Price Bid) shall be uploaded. Breakup of cost of spares to be replaced and Repair charges involved may be indicated separately.
15. Submission OF TENDER

a. The “Price bid” will contain the price schedule duly filled-in and contain all the commercial details of the bid.

b. Your offer shall be submitted online up to 14:30 hrs on 26.08.2019 and the tenders will be opened at 15.00 hours on the same day.

16. Eligibility:

The bidder should have supplied / serviced similar Equipment. Bids should be only from the OEM or their authorised agents in India. OEM authorisation certificate must be enclosed and uploaded. Bids without OEM authorisation will be rejected.

17. 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 “Deputy Director General (E), Doordarshan Kendra, Chennai-5” in the form DD Payable at Chennai, from a Commercial Bank valid up to the end of warranty /Guarantee period.

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

18. PRICE:

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.

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

a. Payment of GST (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 GST 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 GST 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 GST 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 GST 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.

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

20. Payment Terms:

The 100 % payment will be made on satisfactory completion of work..

21. Validity:

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

22. Arbitration :-

a. It is a further term of this contract that no person other than the person appointed by the Deputy Director General (E), Doordarshan, 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 .

23. 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.