

No.D-21013/03/2019-GA
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry & Internal Trade
(General Section)

Udyog Bhawan, New Delhi
Dated 7th November, 2019

E-TENDER NOTICE

Subject:- E-Tender Notice for 'Annual Maintenance Contract and Recharge for 92 Nos. of DTH Tata Sky Connections for Department for Promotion of Industry & Internal Trade, Udyog Bhawan, New Delhi.

1. Online e-Tenders are invited by the Department for Promotion of Industry & Internal Trade from reputed, experienced and financially sound firms for 'Annual Maintenance Contract and Recharge for 92 Nos. of DTH Tata Sky Connections for Department for Promotion of Industry & Internal Trade, Udyog Bhawan, New Delhi. The detailed terms and conditions of the contract are given in **Annexure-I**. The rates are to be quoted as per the packages prescribed in the bid format in **Annexure-II**.

2. The bid will be accepted as an e-tender only and intending bidders must be registered with the Central Public Procurement Portal (CPP) **i.e. <http://eprocure.gov.in/eprocure/app>**. The detailed schedule of **e-tender** is as under:-

SI. No.	SCHEDULE OF TENDER	DATE AND TIME
1.	Last Date time for submission of EMD	Up to 3.00 P.M. on 29.11.2019
2.	Last Date & Time for online submission of Tender Document	Up to 3.30 P.M. on 29.11.2019
3.	Date and time for opening of Tender Document	02.12.2019 At 3.30 P.M.

3. Interested service providers may submit their tenders online at **<http://eprocure.gov.in/eprocure/app>** as per the prescribed Performa. Tenders are to be submitted only online through e-Procurement Portal **<http://eprocure.gov.in/eprocure/app>**. Tenders sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time under any circumstances whatsoever.

4. Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand only) in the form of crossed Demand Draft/Bankers Cheque in favour of **DDO(Cash), Department for Promotion of Industry & Internal Trade Udyog Bhawan, New Delhi** has to be submitted to the Under Secretary (GA), DIP, Room No. 271-A, Udyog Bhawan, New Delhi-110011 by 3.00 P.M. on 29.11.2019. EMD's should be valid for a period of at least 90 (ninety) days from

the date of opening of the tender. In case EMD is submitted late or not submitted at all, the bid will be considered unresponsive and incomplete and will be summarily rejected. The firms registered with MSME and NSIC should submit a copy of EMD Exemption certificate for claiming exemption from EMD submission.

5. After commercial evaluation of the bids order shall be placed on the lowest offer which conforms to the bid norms.

6. The EMD's submitted by all the unsuccessful bidders shall be returned by the department after finalization of the tender.

7. The Department reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.



(Kundan Kumar)

Under Secretary to the Govt. of India
Tel. No. 2306 3697

Copy to:

1. All Ministries and Department of Govt, of India located in New Delhi / Delhi with the request that the contractors engaged by them for the purpose may be requested to submit their tenders, if interested.
2. NIC for placing this tender on the website of DIPP for wide publicity.

Copy for information to:

1. Reception Officer, Department of Industrial Policy and Promotion,
Gate No. 12, Udyog Bhawan, New Delhi.
2. CISF, Udyog Bhawan.

Annexure-I

GENERAL TERMS AND CONDITIONS OF CONTRACT

- (i) The contract for Annual Maintenance Contract and Recharge for 92 Nos. of DTH Tata Sky Connection will be for **two years** from the date of approval, but can be terminated at any time without assigning any reason, if the services are not found satisfactory, at the sole discretion of the Department. The rates quoted by the firm shall be valid for a period of two years from the date of award of the contract;
- (ii) The tenderer or his representative shall have to visit GA Section (Room No. 21) on all working days for collecting orders/complaints and to **rectify the problems on immediate basis.**
- (iii) The bidders are required to quote comprehensive cost and shall arrange for all material and machines required for execution of the job. Besides refundable security deposit and any other installation charges if any may also be indicated in the quotations.
- (iv) A firm blacklisted by any Govt. /State Government office will not be eligible to participate in this tender. In case any such firm obtain contract by hiding the facts and it comes to the notice of Department later, contract will be cancelled immediately and security forfeited;
- (v) **Earnest Money:-** The Tender/Quotation must be accompanied by EMD of **Rs. 15,000/- (Rupees Fifteen thousand only) in the form of Bank draft/Banker cheque in favour of DDO (Cash), DPIIT Udyog Bhawan, New Delhi.** The bid security should remain valid for a period of forty five days beyond the final bid validity period. Bid security of the unsuccessful bidder will be returned to them immediately but in any case within the 30 days after the award of the contract. EMD will be forfeited in case successful tenderer fails to abide by the terms & conditions or refuse to undertake the contract.
- (vi) The tender document must be filled in neatly and clearly. Incomplete and conditional tenders will not be entertained;
- (vii) Tenderer will not be allowed to withdraw his offer. EMD shall be forfeited at the risk of tenderer, if the tenderer fails to honor the contract;
- (viii) Any request for increase in quoted and/ or accepted rates will not be entertained for any reason during the currency of the contract;
- (ix) The rates must be written in figure as well as in words. Erasing and overwriting in the rates quoted will make the tender void. All alteration



in the rates should be signed in ink otherwise the quotation/tender will not be considered;

(x) Canvassing in any form is strictly prohibited and tender of the tenderer who resort to such activities will be summarily rejected;

(xi) The EMD shall be forfeited in case the firm does not fulfill/ produce the documents/ promises made before this Department or any committee constituted by this Department for this purpose;

(xii) The Department reserves the right to reject any or all the bids in full or part or not to award the contract to the lowest bidder without assigning any reason therefor and giving any compensation. The decision of the Department in this regard shall be final and binding on

(xiii) The **successful bidder (L1-Bidder)** shall be chosen on the basis of total bid price received.

(xiv) The successful bidder will have to furnish the names & the mobile numbers of their authorized worker to attend to the requirements of the DPIIT.

(xv) Performance Security: An amount of **Rs. 35,000/- (Rs. Thirty Five Thousand only)** will be the "Security Deposit" in the case of successful bidder, which may be furnished in the form of Fixed Deposit Receipt form a Commercial bank or Bank Guarantee from a Commercial Bank. The Performance Security should be valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. **EMD will be refunded to the successful bidder on receipt of Performance Security.**

(xvi) The successful bidder will be decided on the consolidated total cost of offer as per the financial bids format in the ANNEXURE-II. Commercial evaluation of financial bids shall be done and order shall be placed on the lowest offer which conforms to the financial bid norms.

(xvii) The persons deputed shall be not below the age of 18 years and they shall not interfere with the duties of the employees of the Department.

(xviii) The Contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, smoking, loitering without work;

(xix) The contractor will be responsible for the verification of the conduct/integrity of his deployed staff;

(xx) The contractor's personnel shall not divulge/disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters;



(xxi) Taxes, if any, must be quoted, failing which no amount would be paid towards taxes;

(xxii) TDS and other applicable taxes as per prevailing rates, will be deducted before making the payment;

(xxiii) **Advance Payments.** The advance payments shall be made only for recharging the DTH connection. Regarding maintenance the payment shall be made on monthly quarterly basis after completion of satisfactory service.

(xxiv) The Department reserves the right to impose any other conditions for regulating the contract in public interest;

(xxv) The scope of works covers comprehensive maintenance, including Hardware and all kinds of spare parts required to keep the connection operational;

(xxvi) The firm will have to provide its services in Udyog Bhawan, New Delhi from 9.00 A.M. to 6.00 P.M on all working days including holidays as and when required;

(xxvii) The complaint will have to be attended to promptly and rectified on the same day on which it is received, failing which a penalty of **Rs.500/- per day** for each default and for each unattended complaint shall be levied. Penalty, if any, shall be deducted from the payments due or from performance security.

(xxviii) In case of three successive failures to adhere to the above time-lines, the contract shall be terminated forthwith without giving any notice and the performance security deposit shall be forfeited.

(xxix) The firm shall have to make good the loss/damage caused to the Government property through their negligence.

(xxx) In case the successful bidder is found breaching any condition(s)/tender at any stage, legal action as per rules/laws shall be initiated against the agency concerned. In that case Earnest Money Deposit/ Performance security shall be forfeited after giving proper opportunity through show cause notice;

(xxxi) All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India;



(xxxii) No separate transportation charges/labour charges shall be paid for obtaining and delivering the order or replacing the material not found as per the specification;

(xxxiii) The Tender of tenderer who does not fulfill any of the above conditions and incomplete and conditional tenders are liable to be summarily rejected at the risk and cost of the tenderer only and any further correspondence in this regard will not be entertained; and



(Kundan Kumar)


Under Secretary to Govt. of India

Tel. No. 2306 3697

Under Secretary
Ministry of Commerce & Industry
Deptt. for Promotion of Industry &
Internal Trade
Udyog Bhawan, New Delhi

Annexure-II

Sl. No.	Name of the Packages	Rate per IDs (in Rs.) (Per Month)	Total Amount (in Rs) per year per ID
1.	Charge for one Tata Sky Connection (subject to requirement) for Annual Package (FTA Basic Pack with News channel)		
2.	Charge for one Tata Sky Connection Annual Package (Basic FTA Pack + FTA Complimentary Pack with News channel)		
3.	Charge for one Tata Sky Connection Annual Package (FTA Basic Pack + FTA Complimentary Pack + Hindi Lite Pack with News channels)		
4.	Charge for one Tata Sky Connection Annual Package (FTA Basic Pack+ FTA Complimentary Pack + News Channels + Hindi Lite Pack + Sports Pack)		
5.	Charges for one Tata Sky Connections for HD Annual Package (FTA Basic Pack+ FTA Complimentary Pack + News Channels + Hindi Lite Pack + Sports Pack) for Senior Officers of DPIIT and offices of CIM/MOS (C&I).		
	Total (in Rs.)		
		Per Month (in Rs.)	Per Year (in Rs.)
6.	Annual Maintenance Contract including Hardware and all kind of spare parts required to keep the 92 connections operational.		


KUNDAN SUMAR
 Under Secretary
 Ministry of Commerce & Industry
 Deptt. for Promotion of Industry &
 Internal Trade
 Udyog Bhawan, New Delhi