

Bid Document

Bid Details	
Bid End Date/Time	10-06-2022 18:00:00
Bid Opening Date/Time	10-06-2022 18:30:00
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	All India Institute Of Medical Sciences (aiims)
Office Name	Aiims, New Delhi
Item Category	DTH/CABLE SERVICE
Contract Period	2 Year(s)
Years of Past Experience Required for same/similar service	2 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience	Yes
Startup Exemption for Years Of Experience	Yes
Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
ITC available to buyer	Yes
RCM Applicable	Yes
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
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ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	30

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Chief JPNATC

Aiims, New Delhi, Department of Health and Family Welfare, All India Institute of Medical Sciences (AIIMS), Ministry of Health and Family Welfare
(Chief Jpnatc)

Splitting

Bid splitting not applied.

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

5. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
18-05-2022 15:00:00	Store Section JPNATC RajNagar New Delhi

DTH/CABLE SERVICE (50)**Technical Specifications**

Specification	Values
Core	
Type of Service	New connection for DTH Service
Type of Package	Postpaid , Yearly
Type of Setup box	Digital HD
Bangla Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Bangla HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Zee Bangla HD
Bihar Paid Channel (Hint:- Buyer may select paid channel as per their requirement)	NA
Business News- English Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Business News- Hindi Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Eng Gec Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Eng Movies Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Eng Music Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Eng News Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Eng News HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	CNBC Prime HD , Times Now World HD
English GEC HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Star World HD , Star World Premiere HD , AXN HD
English Movies HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	&flix HD , &prive HD , HBO HD , Movies Now HD , Romedy Now HD , MNX HD , MN+ HD , Star Movies HD , Star Movies Select HD , PIX HD
Gujarati Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Hindi Gec Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA

Specification	Values
Hindi General Entertainment(GEC) HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Zee TV HD , &TV HD , Colors HD , Star Plus HD , Star Bharat HD , SET HD
Hindi Movies Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Hindi Movies HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Zee Cinema HD , &pictures HD , Colors Cineplex HD , Star Gold HD , Star Gold Select HD , MAX HD , UTV HD
Hindi News Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Hindi News HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Aaj Tak HD
Infotainment Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Infotainment HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	History TV18 HD , FYI TV18 HD , Nat Geo People HD , National Geographic HD , Nat Geo Wild HD , SONY BBC EARTH HD , Discovery HD , Animal Planet HD
Kannada Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Kannada HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Zee Kannada HD
Kids Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Kids HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Nick HD+ , Cartoon Network HD+ , Disney International HD
Lifestyle/Fashion Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Lifestyle/Fashion HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Living Foodz HD , Travel XP HD
Malayalam Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Malayalam HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Surya HD , Asianet HD
Marathi Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Marathi HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Colors Marathi HD , Star Pravah HD
Movies (Kannada) Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
MP Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Music Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA

Specification	Values
Music HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Vh1 HD , MTV Beats HD , MTV HD+ , Nat Geo Music HD
North East Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Oriya Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Other Regional Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Punjabi Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Punjabi/Haryana Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Rajasthan Paid Channel (Hint:- Buyer may select paid channel as per their requirement)	NA
Sport Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Sports HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Star Sports 1 HD , Star Sports 1 HD Hindi , Star Sports Select HD1 Star Sports Select HD2 , Star Sports HD2 , ESPN HD , TEN 1 HD , TEN 2 HD , TEN 3 HD , SIX HD
Tamil Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Tamil HD Paid Channel (Hint:- Buyer may select paid channel as per their requirement)	Sun TV HD
Tamil Movies Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Telugu Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Telugu HD Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	Zee Telugu HD , Gemini Movies HD , Gemini Music HD
UP Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA
Urdu Paid Channel(Hint:- Buyer may select paid channel as per their requirement)	NA

Addon(s)

Additional Details

Location of Service	JPNATC, Rajnagar,AIIMS,New delhi
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM	GST Cess 1 as per RCM	GST Cess 2 as per RCM	Optional RCM
18%	NA	Yes	18%	NA	18 (INR) - Per Unit	No

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of connection	Additional Requirement
1	Rakesh Kumar Dogra	110029,Ansari Nagar	50	N/A

Buyer Added Bid Specific Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

5. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

8. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

9. **Buyer Added Bid Specific SLA**

Text Clause(s)

GENERAL TERMS & CONDITION FOR NEW DTH/CABLE CONNECTION 2 YEAR CONTRACT

1. New Connection For DTH Services For 2 Years.
2. Validity of the prices in financial bid should be for a minimum of two years.
3. Scanned copy of rates of following items with HSN Code may be quoted separately for

each item including GST:

- i) Set-Top Box (Type of Set-Top Box Digital HD)
- ii) Remote
- iii) Adaptor
- iv) A.V. Cable/ HDMI Cable

4. Performance Security

Within Thirty (30) days from date of the issue of Notification of Award by the Purchaser, the supplier shall furnish Performance Security to the Purchaser for an amount equal to ten percent (3%) of the Estimated Quantity of the items for which Rate Contract is being awarded, valid up to currency of Rate Contract plus Warranty Period (if applicable) Thirt (30) Months.

5. Penalty clauses:

Sr. No.	Problem	Deduction	
1.	Downtime of network		Each connection
	a) Upto 4 hours	No. Deduction	
	b) 04-08 hours	2% of monthly bill amount on per day basis	
	c) 08-12 hours	4% of monthly bill amount on per day basis	
	d) >12 hours	6% of monthly bill amount on per day basis	
2.	Channel in the list not available	200/- per channel per day each connection	
3.	For Breach of any of the conditions of the contract	On 1st Occasion: Penalty of Rs.1000/- On 2nd Occasion: Penalty of Rs.2000/- On 3rd Occasion: Penalty of Rs.5000/- Even after 3rd occasion if the rectification is not done the Performance security will be forfeited or administrative action will be taken against the firm.	

6. Payment Terms

6.1 100% payment would be made on receipt the submission of the following documents:

- i) No payment will be done in advance.
- ii) Payment will be done on a quarterly basis.
- iii) Payment will be made on submission of bills within 30 days.
- iv) The quality and performance of each channel has to be satisfactory an regular. The payment will be made accordingly.
- v) The payment will be released after the deduction of any penalty that may b imposed by the Competent Authority as per contract agreement.

6.2 The advance payment terms will not be accepted by the Chief JPNATC..

7. Termination for Default

- 7.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier terminate the Rate Contract, if the supplier fails to deliver any or services or fails to perform any other contractual obligation(s) within the time period specified in the Rate Contract, or within any extension thereof granted by the Purchaser.
- 7.2 The Performance Security in such cases will be forfeited equivalent to the amount of Rate Contract.
- 7.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Rate Contract to the extent not terminated.

8. Force Majeure

- 8.1 Notwithstanding the provisions contained in above clauses of GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the Rate Contract is the result of an event of Force Majeure.
- 8.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.
- 8.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing the supplier shall continue to perform its obligations under the Rate Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 8.4 If the performance in whole or in part or any obligation under this Rate Contract is prevented or delayed by any reason of Force Majeure for a period exceeding six days, either party may at its option terminate the Rate Contract without any financial repercussion on either side.
- 8.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub paragraphs.

9. Resolution of Disputes

- 9.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Rate Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- 9.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India.
- 9.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Rate Contract such dispute or difference shall be referred to the sole arbitration to be appointed by the Chief JPNATC. The award of the arbitrator shall be final and binding on the parties to the Rate Contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 9.4 Venue of Arbitration: The venue of arbitration shall be the place from where the Rate Contract has been issued, i.e., New Delhi, India.
- 9.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., New Delhi, India.
- 9.6 Applicable Law: The Rate Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

Subject: Installation of new DTH/Cable Connections in Televisions at JPNATC, AIIMS, Raj Nagar New Delhi on 02 years rate contract basis.

SCOPE OF WORK & RESPONSIBILITY:

- 1) JPNATC is proposing to enter into rate contract for the period of Two Years further extendable up to another year for supply of Cable Connections in Televisions in JPNATC New Delhi from either a service provider or an authorized representative of Cable Connections service provider.
- 2) Rates for supply of DTH/Cable Connections are therefore invited from either a DTH/Cable Connections service provider or an authorized representative.
- 3) In case bidder is an authorized representative, valid authorization certificate issued by the original service provider shall be submitted with the bid.
- 4) The financial bids of eligible bidders will be evaluated in whole and lowest - 1 will be eligible for the award of the tender.
- 5) The work related to maintenance (preventive as well corrective) of DTH/Cable TV Connections: The approved vendor must undertake to maintain Cable TV connections during the contract period and will submit an undertaking on their firm's letterhead, in this regard.
- 6) The vendor will take all steps to ensure safety and prevent damage to the premises of the Institute or should not allow the above mentioned to be damaged. In case of damage to the premises or to any equipments / machinery provided by JPNATC, the vendor shall be responsible for repair / replacement.
- 7) The manpower engaged by the bidder for operation of the proposed work shall always carry an identity card issued by the firm so that they can be easily identified. It will be the responsibility of the contractor to provide identity cards and ensure compliance with this clause.
- 8) The bidder shall issue identity cards to its employees in consultation with Security officer, JPNATC to ensure safety of premises. Staff engaged by the firm will carry the card which can be randomly checked and non adherence will invite a penalty.
- 9) The bidder shall be responsible for taking all measures to safeguard (all the staff employed by the firm) from all the likely health hazards including Personal Protective Equipment (PPE) and immunization.
- 10) It is hereby also informed that in case any administrative action (imposing of risk purchase, warning letter etc.) is taken by the JPNATC during the rate contract period against any approved vendor, it would be reflected during finalization of the next rate contract as "past performance" of that firm.
- 11) The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
- 12) The tenderers must quote rates including installation, cartage, labor charges etc. on FOB, JPNATC, New Delhi basis.
- 13) **WORKLOAD:** The number of Cable Connections. Connections at present is approximately **37+13**. This quantity is likely to increase with the addition of patient care facilities.
- 14) **Site visit:** Interested vendors can visit the JPNATC for inspection and to collect all the information necessary for proper assessment of the prospective assignment. Bidder shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 15) **Manpower Adequacy:** The vendor shall employ adequate number of well trained staff.
- 16) **Organizational Information:**

Bidder is required to submit the following information in respect of his organization selection member my bye process.

- i. Name & Postal Address, Telephone & Fax Number etc.
- ii. Copies of original documents defining the legal status, place of Registration an principal places of business.
- iii. Names & Title of Directors / Officers to be concerned with the work, wit designation of individuals authorized to act for the organization.
- iv. Information on any litigation in which the applicant was involved during the la: five years, including any current litigation.
- v. Authorization for employer to seek detailed references.
- vi. Number of Technical & Administrative Employees in parent organizator subsidiary company and how these would be involved in this work.
- vii. Information regarding the business name, constitution of the firm and registratio of the firm.
- viii. Total number of employees along with their designations engaged by the bidde for the sanitation and housekeeping services.

17) SUPERVISION & QUALITY CONTROL:

- i. JPNATC management shall have the right to terminate the contract rendered by the vendor, if the services are not of the requisite standard.
- ii. This will be based on Performance. Any shortcomings in these will invite imposition of penalty clauses a described in terms and conditions. Decision of JPNATC authorities through designated officers/officials, with regard to quality assurance, shall be final, and penalty will be imposed accordingly.

18) Complaint reporting mechanism:

- i. The bidder will maintain a centralized complaint reporting and redressal contr room which will be equipped with landline and mobile telephone and an operator.
- ii. The bidder will circulate the scope of work and the address and telephone number of the centralized complaint and redressal room in a laminated format in all the area of the JPNATC. The bidder will also ensure that these are available in all the areas. I case of loss these have to be immediately replaced.

19) Uninterrupted and quality service in terms of clarity and sharpness of the signals and courteous and prompt response to the satisfaction of the users is essence of this tender.

20) Quality of audio/video singles should be excellent and uniform throughout the network.

21) The authorized service provider shall bear all cost related to maintenance and operation of the Network installed. **Any cable/ peripheral device to establish new connection will be provided by the service provider.**

22) In case of discontinuation of a paid/unpaid channel due to any circumstances, same shall be substituted k the mutually agreed another paid/unpaid channel accordingly.

23) The installation and transmission of the network to all connections will be established within 15 days from the date of agreement.

24) The authorized Cable Connections provider or his employee will not, at any time cause or permit to cause any nuisance at the premises.

25) The firm will supply the list of their employees along with photographs and his representative shall carry

proper photo identity card.

26) The firm shall receive and attend to the complaints 24x7 and will submit an affidavit in this regard.

27) Complaint Resolution:

a) The bidder will provide a dedicated complaint number for receiving any complaints with respect to a connection installed/ set-up at JPNATC.

b) Firm will ensure that a dedicated engineer is deputed at the institute to rectify any complaint arising in the connections.

c) Firm will provide an escalation matrix of its organization to the institute and SOP's / protocol which will be followed in case of a complaint.

d) Any complaint lodged with the Cable Connections provider will be rectified immediately within 2 hours of lodging of complaint.

e) **Any network issue arising due to bad weather has to be rectified within 05 hours.**

28) Firm will be responsible to provide training to all the staff w.r.t. operation of TV.

29) Firm will have to provide a written document indicating the SOP's and Do's and Don'ts instructions that shall be kept in each room along with TV sets.

30) Firm will provide a laminated copy of list of channels along with the channel number that shall be kept in each room along with TV Sets.

31) In case any person engaged by the Service Provider is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority

32) If any complaint of misbehaviour and misconduct by personnel of the service provider comes into the knowledge of the institute authorities then responsibility for all such activities shall be of the service provider and any loss owing to negligence or mishandling by the personnel employed by the service provider, the service provider shall himself be responsible to make good for the losses so suffered by the Institute.

33) The Institute will deduct Tax at Source (TDS) under section 194-c of the Income Tax Act, 1961 from the contractor.

34) The contract can be terminated by the first party (JPNATC, New Delhi) by giving three months notice. The second party (the service provider) if so desire to terminate the contract will be required to give six months notice or till institute is able to make alternative arrangements, whichever is earlier.

35) Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all compensation/damage/expenses/fines. The concerned Service Provider personnel shall attend the court and when required.

36) If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the 'Institute' from the Service Provider.

37) The bidder shall not engage any sub contractor or transfer the contract to any other service provider.

38) The service provider has to maintain all the appropriate records at his own cost as required by various

Government departments. In case of any violation of any statutory provisions under any applicable law related to the work, the liability of the same shall devolve on the contractor and not on Institute administration.

- 39) The service provider shall be responsible for all acts of omission/commission in the institute by their employees during the course of discharge of their duties at the institute. JPNATC New Delhi will not be responsible for any mishap while dealing with the work during the described scope of work because of such acts of omission/commission.
- 40) The contractor will be solely responsible for the compliance of all statutory regulations applicable to the contractor/labour as also other Central & State Government statutory regulations associated with such work. If on account of non-compliance with the provisions of any such laws, AIIMS is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Institute all such payment and Institute shall be free to make deductions on this account from the amount of Security Deposit, in which case, the service provider shall immediately pay to the Institute such amount as may be necessary to make up the required security Deposit, or from the dues which may be payable by the Institute to the service provider. The service provider will sign an Indemnity Bond in favor of AIIMS, to this effect. No liability whatsoever shall attach to the AIIMS on account of or any failure on the part of the service provider to observe these regulations.
- 41) The contractor shall indemnify the JPNATC against all other damages/charges and expenses for which the institute may be held liable or pay on account of the negligence of the approved contractor or his servant or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
- 42) If any information furnished by approved contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Principal Employer.
- 43) In the event of any dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the Chief JPNATC.
- 44) The courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising out of this contract.
- 45) Risk Purchase:- In the event of the Bidder/ Supplier's failure to supply the ordered services as per the contract the Client reserves the right to procure the services from any other source at the Bidder's risk and cost and the difference in cost shall be borne by the Bidder. Further, the purchaser shall retain the right of forfeiture of Performance Security and or any other action(s) as deemed fit.
- 46) The client reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality AIIMS further reserves to get the work done from some other agencies at the cost of bidding agency. The Agency will also be blacklisted in the institute for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited.
- 47) Furnishing of wrong information and false documents will make the bidder ineligible for bidding and liable to be debarred/blacklisted from participation in Tender enquiries/Open Tenders/Annual Rate Contracts by the client.
- 48) In case of any attempt for cartelization by bidder with a view to hike up the prices, all bids will be rejected and such bidders will be blacklisted and bid security will be forfeited.

- 49) The agency shall not engage the staff below the age of 18 years. All the staff deployed by the agency shall be medically fit and their antecedent be verified prior to the deployment in the Institute.
- 50) The Client (JPNATC) reserves the right to:
- i. Amend the scope and value of any contract under this project.
 - ii. Reject or accept any application without assigning any reasons thereof and
 - iii. Reject all applications and cancel the Tender.
 - iv. The Client/Employer/Consultant shall neither be liable for any such actions nor be under any obligation to inform the Applicants.
- 51) The Service Provider shall deploy his personnel only after the approval of the 'Institute'.
- 52) That in the event of any loss occasioned to the 'Institute' as a result of any lapse on the part of the Service Provider and that may be established after an enquiry conducted by the 'Institute', the said loss may be claimed from the Service Provider up to the value of the loss. The decision of the Head of the 'Institute' i.e. Chief JPNATC will be final and binding on the Service Provider.
- 53) The Service Provider shall indemnify and hold the 'Institute' protected/safe from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.
- 54) The 'Institute' shall not be under any obligation for providing employment to any of the worker of the Service Provider after the expiry of the contract. The 'Institute' does not recognize any employee employment relationship with any of the workers of the Service Provider.

Qualification Criteria

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1. The bidder should have registered DTH connection branch office at Delhi or NCR. The details of the office with address, telephone number, e-mail id and fax number should be provided (Documentary proof required).
 2. Bidder should be a registered Cable Connections service provider in Delhi/NCR. **The copy valid license registration certificate should be provided.**
 3. Bidder should be either a Cable Connections firm or an authorized representative of the firm. In case bidder is an authorized representative, valid authorization certificate to be issued by the original service provider.
 4. Bidder should have experience of providing Cable Connections services in **at least 01 organization** be public or private in NCR of Delhi. These organizations should belong to industry/sector where services are provided on 24 hours basis 7 days a week e.g. Hospital/Hospitality Industry with **minimum of 30 employees & minimum 50 Cable Connections.**
 5. The bidder should also submit a list of organizations where it has provided DTH Connections in the last 5 years. The vendor is required to submit satisfactory performance certificate from such organizations where it has been providing services.
 6. **Vendor should submit statement of financial standing from chartered accountant.** The name of the bank / firm along with full address (IFSC code) should be furnished.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSM policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representation and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---