

**PRASAR BHARATHI
BROADCASTING CORPORATION OF INDIA
OFFICE OF INSTALLATION OFFICER
ALL INDIA RADIO, RAJBHAVAN ROAD
BANGALORE 560204**

No. AIR Bang/Install/RStudio/1/2010-11

Dated 2.2.2012

DESCRIPTION: Name of the Work: **Supply of C-Band Elliptical Waveguide to AIR, Bangalore - Reg**

Sealed tenders are hereby invited for and on behalf of the President of India from reputed firms for the following:

ITEM: Supply of C-Band Elliptical Waveguide of 50M length along with end connectors to AIR, Bangalore.

Sl.No	Specification for Elliptical waveguide with end connectors	Length
1	1) The tenderer shall quote professional standard elliptical Wave guide along with end connectors required for connecting Antenna output (interface type CPR 137G) to output of HPA (interface type CPR137). 2) The elliptical waveguide should be constructed as a longitudinally continuous seam welded, highly conductive copper tube, corrugated and precision formed into an elliptical cross section. 3) Frequency : 5.850 to 6.425 GHz 4) Attenuation: less than 4 db/100M. 5) Max. VSWR: 1.1	50M

1) Consignee: Deputy Director General Engg, AIR, Bangalore.

2) PAYING AUTHORITY: The Deputy Director General Engg, All India Radio, RajBhavan Road, Bangalore - 560204

3)EMD: Earnest Money amounting to **Rs.5,000/-** [Rupees Five Thousand Only] in the form of Demand Draft on Nationalized Bank / Commercial Bank drawn in favor of **The Deputy Director General Engg, All India Radio, RajBhavan Road, Bangalore - 560204** should accompany the tender. EMD by means of Bank guarantee or any other mode of payment other than DD shall not be accepted. Tenders without EMD shall be summarily rejected and their bid will not be opened at the time of tender opening (No exemption for payment of EMD is accepted by this office)

4)SECURITY DEPOSIT: The successful Tenderer shall furnish the Security Deposit within 2 weeks after placement of order at the rate of **10% of the Order Value**. The security deposit shall be furnished in the form of Demand Draft / Bank Guarantee drawn in favor of the **The Deputy Director General Engg, All India Radio, RajBhavan Road, Bangalore - 560204** . The Security Deposit will be returned in full on completion of successful Guarantee/Warranty Period.

5). VALIDITY: The tender should be valid for a minimum period of **120 days** from the date of opening.

6). DATE OF OPENING: The quotation should be sent in a sealed cover addressed to the **Deputy Director General (E), All India Radio, RajBhavan Road, Bangalore 560204**, so as to reach on or before **1230 hrs on 17.2.2012**. Enquiry letter No., date of opening and name of material should be superscripted on the envelope. The quotations will be opened in this office at **1500 hrs on 17.2.2012**.

7). PRICES: The prices quoted should be firm and for free delivery at AIR, RajBhavan Road, Bangalore inclusive of Transit Insurance, Excise Duty and Entry Tax if any. Tenderer should quote on figures as well as on words the amounts tendered by them.

8). SALES TAX: The prevailing rate of ST/CST/VAT should be clearly mentioned in the tender separately. The following certificates are required to be submitted by the supplier along with the bills: "Certified that the goods on which the sales Tax has been charged have not been exempted under Central Sales Tax Act of the rules made there under". The amount charged on account of Sales Tax on these goods is not more than what is payable under provision of the relevant act or the rules made there under. "Certified that we are registered as dealers on the State under registration No.____ for the purpose of Sales Tax". Any statutory variation in ST/CST/VAT taking place after acceptance of tender within the delivery date will be adjusted by the purchaser.

9). EXCISE DUTY: The prices should contain an element of Excise Duty, which should be indicated separately. Any statutory variation in Excise Duty taking place after acceptance of tender within the delivery date will be adjusted by the purchaser on production of documentary proof.

10). SERVICE TAX: If service tax / work contract tax is leviable by the concerned Central Government on work contracts, the same shall be clearly mentioned in the tender. "A copy of the challan endorsed by the Bank detailing the Service Tax remitted in r/o work carried out for this office should be submitted after remittance of the Service Tax, within the subsequent quarterly returns. The firms should highlight each of the Service Tax amount collected & remitted individually".

11)DELIVERY PERIOD: Tenderers may note that the entire Supply shall be completed within 45 days from the date of the order.

12). GUARANTEE/WARRANTY: The Tenderer shall guarantee the complete Supply and work job for a period of 3 months from the date of handing over after successful completion of the works

13). ACCEPTANCE / REJECTION OF TENDER: **The Deputy Director General Engg, All India Radio, RajBhavan Road, Bangalore – 560204** reserves to himself the right to accept the lowest tender or reject one or all of the tenders received without assigning any reason.

14). COMPLIANCE: A point by point compliance statement, in respect of all the points, sub-points in the specification is to be enclosed along with the offer.

15). GENERAL: The above tender notice has been uploaded in the Web Site <http://www.allindiaradio.org/tender.html>. Canvassing in connection with tender is strictly prohibited and the tenders submitted by tenderers who resort to canvassing will be rejected.

Enc l: General Terms and Conditions (Annexure-A)

(Sanjeev K.P)
Deputy Director (Engg.)
For Add. Director General (Engg.)(SZ),

GENERAL TERMS AND CONDITIONS FOR WORK ORDER

1) NAME OF PURCHASER: The President of India

2) PAYING AUTHORITY: The Deputy Director General Engg, All India Radio, RajBhavan Road, Bangalore - 560204

3) PAYMENT TERMS:

80% of payment will be made after satisfactory completion of Supply and balance 20 % will be made after successful installation and testing.

4) BILLS: All the supplies and works shall be in conformity with the order and all the part bills shall be prepared in quadruplicate in the same format as that of the Work Order. All those part bills shall be submitted to the consignee for necessary certificates and onward transmission to the paying authority.

5) SECURITY DEPOSIT:

Contractor shall furnish the Security Deposit within 2 weeks after placement of order at the rate of **10% of the contract value** at the time of signing the contract. The security deposit shall be furnished in the form of Demand Draft / Bank Guarantee drawn in favor of the **The Deputy Director General Engg, All India Radio, RajBhavan Road, Bangalore - 560204** . The Security Deposit will be returned in full on completion of successful guarantee/warranty Period.

6) DESPATCH INSTRUCTIONS:

The packing and marking of goods shall be as laid down in clause-12 of general conditions of contract DGS & D69 (revised).

7) The contractor shall arrange to dispatch the goods duly insured direct to the consignee under prior intimation for delivery at site by whichever mode of transport he may choose, to ensure safe delivery of goods at site. Unloading shall be done at site at the contractor's expense. The consignee will provide only storage space. The contractor will provide his own security like locking etc., and store the materials at his own risk.

8) INSPECTION:

Factory Test Report of the Waveguide must be submitted during delivery of the Waveguide.

9) INSURANCE:

The contractor shall arrange for the insurance covering the risk during transit, storage and Installation till commissioning. All the charges for such insurance shall be borne by the contractor.

10) ADDITIONAL QUANTITIES:

The purchaser reserves the right to place order for additional quantity up to 100% of the ordered quantity at the same rates and terms and condition during the currency of the contract.

11) GUARANTEE/ WARRANTY:

The contractor shall accept clause-18 of the Form no. DGS & D-71 with exception that his obligation shall be limited for a period of 12 months from the date of taking over completion of the successful performance excluding down time during which the

equipment was not working satisfactorily due to defective parts, faulty material/design/workmanship or faulty erection. During the guarantee period the contractor shall repair or replace free of charge any parts that will become defective due to faulty material design, workmanship or erection.

12) CONDITIONS OF CONTRACT:

a. DGS & D-68 (Revised) and DGS & D-71 as amended up to date. However, such of these conditions stipulated on this tender shall supercede corresponding conditions in DGS & D-71.

b. The contractor shall sign a contract agreement form in triplicate in the prescribed proforma and submit the same along with Security Deposit within 15 days. The complete form with the purchaser's signature shall be sent back to the contractor. No supplies will be made and no work shall start unless the agreement is signed by the contractor and the purchaser.

13) ENFORCEMENT OF LABOUR LAWS:

While engaging labour for carrying out obligations under the contract the contractor shall satisfy the conditions laid down under contract labour (Regulation and Audition) Act 1970 and (Central) Rules 1971 as amended from time to time and observe all formalities required as per the said Act/Rules. The supplier shall also observe the provision under minimum wages act 1948(Central) Rules 1950 amended from time to time while engaging labour.

14) ARBITRATION OF CONTRACTUAL DISPUTES:

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under ICADR Arbitration Rules, 1996. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative dispute resolution. The International Center for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

a) The number of arbitrator(s) shall be one who has legal as well as technical background.

b) The language of the arbitration proceedings shall be English.

c) The place of arbitration proceedings shall be Chennai.

15) FORCE MAJEURE:

a. If any time during the continuance of the contract the performance in whole or in part by the contractor shall be prevented or delayed by reason of any war, hostility acts of the public enemy. Civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions, strikes, lock-outs or acts of God (therein after restrictions refer to as events and provided notice of happenings of any such eventuality is given by the contractor within 21 days from the date of occurrence thereof, the purchaser shall by reason of such event, neither be entitled to cancel this order nor shall have any claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist.

b. Provided further that if the performance in whole or part or any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding 180 days, the purchaser and the contractor shall meet to find a neutral agreement to any effect resulting the reform or the purchaser may at his option cancel order provided also if the order is cancelled under this clause, the purchaser shall be at liberty to take over from the contractor at order prices all unused, un-damaged and acceptable material bought out components and stores in course of manufacture in the possession of the supplier at the time of such cancellation or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

16) CANCELLATION:

a. The purchaser reserves the right to cancel the order in the event of non-performance/ delay in execution of the work or unsatisfactory performance by the contractor and recover payment already made if any, along with losses/ damages incurred.

(Sanjeev K.P)
Deputy Director (Engg.)
For Deputy. Director General (Engg.),