

PRASAR BHARATI  
(BROADCASTING CORPORATION OF INDIA)  
O / o ADDL.DIRECTOR GENERAL (ENGG.)(SOUTH ZONE)  
ALL INDIA RADIO & DOORDARSHAN  
SWAMY SIVANANDA SALAI, CHENNAI – 600 005

No. ADG (E) (SZ)/PUR /49/ FCAP/2011-12

Date: 14.09.2011

**1. DESCRIPTION:**

**NAME OF THE WORK: Providing & Fixing of False Ceiling at SPF, Tirupati, Andhra Pradesh.**

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

Sl. No.	Description of work	Qty.
1	Providing & Fixing of False Ceiling with Calcium Silicate Tiles of Size 600x600x15mm with dignified edges Grid made of Galvanized Steel Sections (Chicago Metallic Grid), cleaned coffering pre finished Main "T" , size 15 x 38 x 0.33mm. Tiles in count bite as per BS 476, Part IV, 100% RH Resistance, NRC of 0.50, Light Reflector of 85%, Sound Reflector of 0.5%, including <b>8 Nos. of Decorative Light Fittings.</b>  <b>Transmitter Halls – 2M x 20M x 3 Nos. of Hall = 120 SqMtrs.</b>	<b>120 Sq. Mtrs.</b>

**Note:** Payment may be made as per actual only.

**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 favour of the ADG(E) (SZ), AIR&DD, Chennai-5. The Security Deposit will be returned in full on completion of successful Guarantee/Warranty Period.

**2. VALIDITY:**

The tender should be valid for a minimum period of six months from the date of opening.

**3. DATE OF OPENING:**

The quotation should be sent in a sealed cover addressed to the ADG (E) (SZ), AIR & DD, Chennai, so as to reach on or before **1230 hrs on 28.09.2011**. Enquiry letter No., date of opening and name of material should be superscribed on the envelope. The quotations will be opened in this office at **1500 hrs on 28.09.2011**.

**4. PRICES:**

The prices quoted should be firm and for free delivery/work at the site as mentioned above 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.

**5. 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.

6. **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.
7. **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 high light each of the Service Tax amount collected & remitted individually".
8. **DELIVERY PERIOD:**  
Tenderers may note that the entire Supply & Fixing shall be completed within **90 days** from the date of the order.
9. **GUARANTEE/WARRANTY:**  
The Tenderer shall guarantee the complete Supply, Fabrication & Erection of False Ceiling & Wall Treatment works for a period of 12 months from the date of handing over after successful completion of the works.
10. **PAN & TIN NOS.**  
Both your PAN-Permanent Income Tax Account Number and Income Tax Circle & your TIN-Tax Identification Number and the Tax circle should be definitely indicated in your quotation.
11. **EXPERIENCE:**  
The tenderer should give documentary proof of the following for having successfully carried out similar type of work.
  - a. Documentary proof for the previous experience may be furnished.
  - b. The successful tenderer should furnish a certificate that the bills will be furnished along with IT clearance certificate for the preceding two years.
  - c. The tenderers should enclose the user list clearly mentioning the name of the users/installations. The tenderers without the user list shall be rejected out rightly.
12. **TECHNICAL SPECIFICATIONS:** As mentioned in the **Description of work.**
13. **ACCEPTANCE / REJECTION OF TENDER:**  
The ADG (E) (SZ), AIR & DD, Chennai 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:**  
Canvassing in connection with tender is strictly prohibited and the tenders submitted by tenderers who resort to canvassing will be rejected.

Web Site <http://www.cesairdd.org.in/tenders.html/>

Web Site <http://www.allindiaradio.org.in>

Web Site <http://tenders.gov.in>

Encl: 1. GTC (Annexure-1)

(R.VASUMATHI)  
ASSISTANT ENGINEER  
FOR ADG (E) (SZ)

**GENERAL TERMS AND CONDITIONS FOR WORK ORDER**

- 1) **NAME OF PURCHASER** : The President of India
- 2) **PAYING AUTHORITY** : The Addl. Director General(E)(SZ), AIR & DD  
Swamy Sivananda Salai, CHENNAI-600005
- 3) **PAYMENT TERMS**
  - (a) 80 % of the contract price for the equipments/materials inclusive of excise duty and Sales tax shall be paid on initial inspection and delivery of equipments at site in good condition. The consignee will complete necessary formalities at his end and verify the bill and submit to the paying authority along with measurement book for making payment.
  - (b) 20 % of the contract price for equipments and 100 % of installation charges on satisfactory completion of installation, testing, commissioning and handing over. The consignee will complete necessary formalities at his end and verify the bill and submit to the paying authority along with measurement book for making payment.
- 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) **DESPATCH INSTRUCTIONS:**

The packing and marking of goods shall be as laid down in clause-12 of general conditions of contract DGS & D69 (revised).
- 6) 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.
- 7) **INSPECTION** :

The material will be inspected at site. If any damages are found, material will be rejected.
- 8) **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.
- 9) **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.
- 10) **PENALTY FOR DELAY**

If the contractor is unable to complete the supply, installation, testing and commissioning within the stipulated time limit the purchaser may at his option allow such additional time as may be considered justified with/without penalty and without altering terms and conditions of the order. In the event of failure of the contractor to complete the supply, installation testing and commissioning within the stipulated time or the extended time, the purchaser has the right to impose penalty of **Rs.350/-** per week or part thereof for every Rs.1,00,000/- of the contract price. The Contractor's liability for delay, however, shall not exceed 5% of the total contract price.
- 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 2 weeks. 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.

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

- a) The language of the arbitration proceedings shall be English.
- b) The place of arbitration proceedings shall be Chennai.
- 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 not 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.

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