

PRASAR BHARATI
(Broadcasting Corporation of India)
OFFICE OF THE ADDITIONAL DIRECTOR GENERAL (SOUTH ZONE)
ALL INDIA RADIO & DOORDARSHAN
Swamy Sivananda Salai, Chennai - 600 005

NO. ADG(E)(SZ)/PUR/69/SRMST/2011-12/

Date:- 18.11.2011

SUB: SITC of 30M SS Tower after dismantling the existing 30M SS Mast on Buy bask basis(Materials of 30M mast only)-1No. at LPT Carnicobar in A&N Islands.

Sir,

Kindly find enclosed the tender enquiry for the Supply, Installation, Testing and Commissioning (SITC) of 30M SS Tower after dismantling the existing 30M SS Mast on Buy bask basis(Materials of 30M mast only)-1No.

Tender documents can be downloaded from the following web sites on free of cost:

www.ceszaidd.org.in/tenders.html

www.allindiaradio.org/tender.html

www.tenders.gov.in.

The tenders will be received at the Office of The ADG(E) (SZ), AIR & DD, Swamy Sivananda Salai, Chennai-5, up to **1230 Hrs** on **02.12.2011**. The technical bid and E.M.D. will be opened on the same day at **1500 Hrs**. The commercial bid will be notified after recommendation of technical committee.

Yours faithfully,

(Jothi Vijayakimar)
Assistant Engineer

for ADG(E)(SZ)

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Date:- 18.11.2011

SUB: SITC of 30M SS Tower after dismantling the existing 30M SS Mast on Buy bask basis(Materials of 30M mast only)-1No at LPT Carnicobar in A&N Islands.

1. DESCRIPTION:-

SEALED TENDERS ARE HEREBY INVITED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA, FROM REPUTED FIRMS FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SITC of 30M SS Tower after dismantling the existing 30M SS Mast on Buy bask basis(Materials of 30M mast only)-1No.

2. The tender shall consists of three parts (bids) namely:

(a) EMD:- Earnest Money amounting Rs.20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft on Nationalized Bank drawn in favor of ADG(E)(SZ), AIR & DD, Chennai-5 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 technical cum commercial bid will not be opened at the time of tender opening. (No exemption for payment of EMD is accepted by this office.). However Exemption of EMD will be considered for the firms who will submit the proof of registration with NSIC.

(b) TECHNICAL BID:

Technical bid should contain the confirmation to the enclosed technical specifications. This should be submitted in a separate sealed envelope with "TECHNICAL BID" written on it.

(c) COMMERCIAL BID:

The commercial bid should contain the price bid and acceptance of the commercial terms and conditions of this tender document. The price should be quoted for free delivery of materials at respective destinations. This should be submitted in a separate sealed envelope with "COMMERCIAL BID" written on the envelope.

The tenders will be submitted in sealed envelopes with the name of work, date of opening and the bid enclosed written on the envelopes.

The above mentioned envelopes should be enclosed and submitted in another large size envelope duly sealed and superscribed with "30M SS Tower after dismantling the existing 30M SS Mast on Buy back basis(Materials of 30M mast only)" and date of opening. The envelope will be received at this office of The Additional Director General (E)(SZ), AIR & DD, Swamy Sivananda Salai, Chennai-5 up to 1230 hrs. on 02.12.2011. The technical bid and E.M.D. will be opened on the same day at 1500 hrs. The commercial bid will be notified after recommendation of technical committee.

In case tender opening date falls on a holiday, the bids will be received and opened at the same specified time on next working day. Bids received late or submitted after the scheduled specified time on scheduled date will not be entertained and will be returned back unopened.

3.Tenderer should quote for all the required items. Partial tenders will be rejected.

4. **VALIDITY:-** The tender shall be kept valid for **Six months** from the date of opening.

5. **PRICES:-** The prices quoted should be firm and for free delivery at site inclusive of transit insurance, excise duty and entry tax and other tax if any should be quoted separately. Tenderers should quote in figures as well as in words the amounts tendered by them. In the case of illiterates, the rates or the amounts tendered should be attested by a witness. Breakup of prices for individual/ whole units should be specified wherever possible instead of bunching all units together. Similarly supply price and works price (Like installation, testing, Commissioning) should be quoted separately.

6. **DUTIES AND TAXES:-**

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

(b) **SALES TAX / VAT:-** The prices should be exclusive of ST/CST/VAT. The prevailing rate of ST/CST/VAT should be clearly mentioned in the tender.. The following certificates are 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 thereunder. The amount charged on account of Sales Tax/VAT on these goods is not more than what is payable under provision of the relevant act or the rules made thereunder".

"Certified that we are registered as dealers in the State under registration No. for the purpose of Sales Tax. Any Statutory variation in ST/VAT taking place after acceptance of tender within the delivery date will be adjusted by the purchaser. For this purpose, Government order should be produced".

(c) **WORKS CONTRACT:-** If work contract tax is leviable by the concerned State Government on works contracts, the same shall be clearl

y mentioned in the Tender. The contractor should furnish the service tax number in the quotation.

7. **TERMS OF DELIVERY:-** F.O.R. Destination.

8. **DELIVERY PERIOD:-** Tenderer may note that the entire work shall be completed within **3 months** from the date of the work order. The lay out wirings and other drawings wherever applicable shall be got approved within 10 days from the date of Work order.

EMD of all but the last three tenderer will be returned back within 10 days opening of tenders. EMD of the remaining two tenderer other than that of the successful tenderer will be returned after finalising the contract. EMD of the successful tenderer will be returned after expiry of Guarantee period.

9. **IT CLEARANCE CERTIFICATE:-** Income tax clearance certificate shall be submitted along with the tender, without which the tender is liable to be rejected.

10. **EXPERIENCE:** The tenderer should give documentary proof for having successfully designed. Fabricated, installed and commissioned similar type of equipment/work. They should also submit list of works which are in hand at the time of submission of tender. The list shall contain the name of work, cost of work and present position of work.

11. **AFTER SALES SERVICE:-** The Tenderer should give full details of after sales service capability. The locations of service centers across the country shall be indicated. If there is no service centers at/ near the location of the site the tender is likely to be rejected.

12. **TECHNICAL SPECIFICATION AND GENERAL TERMS AND CONDITIONS:-**
For technical specification for other general terms and conditions see the Annexures. The tenderer should submit necessary pamphlets description of items being offered along with technical bid and also the firms to which similar items were supplied in the near past and completion report.

13. ACCEPTANCE/REJECTION OF TENDER:- The acceptance of a tender will rest with the ADG(E)(South Zone), AIR & TV, Chennai-5 who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason.

14. GENERAL:- Canvassing in connection with tender is strictly prohibited and the tenders submitted by tenderness who resort to canvassing will be rejected. All the pages of the tender document should be duly signed, stamped and serially numbered on submission, failing which the tender may not be considered as qualified tender.

(Jothi Vijayakumar)
Assistant Engineer
for ADG(E) (SZ)

SPECIFICATIONS OF 30 M SELF SUPPORTING STEEL LATTICE MAST TO SUPPORT VHF/UHF ANTENNA FOR TV TRANSMITTER AT LPT, CARNICOBAR at LPT Carnicobar in A&N Islands.

SITC of 30 M Self supporting lattice steel tower to support TV transmitting antenna on the existing foundation at Doordarshan Carnicobar as per Specifications. The tower will be square section open face galvanized steel structure of four legs. The tower is to be supplied as per IS 800, 801, 802, PI & II and IS (Part 03)-1987 and supplied as per Doordarshan drawing No.TVT-5879, TVT-5880, TVT 5877 and TVT 7230 for 30 m SS Tower

SCOPE OF THE WORK:

1. Dismantling two numbers of Antennae and RF Feeder Cables, Lightning Arrester from the existing 30 M SS Mast
2. Dismantling of the existing 30M SS mast
3. Supply and Erection of new 30 Meter mast on the existing foundation
4. Installation of Lightning arrester, AOL Lamp and Weather proof cable on the 30 M mast and painting of tower with one coat of epoxy primer, two coats of epoxy paint as per civil aviation regulation.
5. Hauling up of two numbers of 100W Antennae, RF cables on the newly constructed 30 M Mast (**Antenna, RF cables will be Supplied by department**)
6. Testing and handing over of the entire set up.

DETAILED SPECIFICATIONS ARE AS FOLLOWS:

1. SITC of 30 M Tower materials and Erection (Approximately 6 tons) on the existing foundation SITC of 30 Meters Self Supporting tower consisting of tower structure, ladder, platform, handrail, Galvanised fasteners in all respects along with supply and fixing Aviation objection lights, and protection against lightning and earthing with required cables and junction boxes etc. This tower is to be erected on the existing foundation at LPT Doordarshan, Carnicobar, Andaman and Nicobar Island. The details of the materials is given in the

Annexure.1

1. Material to be used for fabrication of tower: Tested steel as per IS-226-1962 will be used for bolted work. Tower members should yield strength for steel conforming to IS-1786. All steel sections (as enclosed in the Annexure) will be clearly rolled to the dimensions, size and weight, as per IS 226. The material shall be free from cracks, surface flaws, lamination imperfection and rough edges

2. Fabrication and Workmanship: Fabrication of tower material as well as operation such as cutting, straightening, making holes and bolting will be done as per IS 800. The steel sections

will be of correct length. No two sections will be welded to make up for required length of member; the bolts used for connection shall conform to IS-1367.

3. **Galvanization:** All steel members including those of accessories, bolts, nuts, except templates, anchor bolts and anchor plates will be hot dip galvanized in accordance with IS-2633. Threads of bolts and nuts will be made as to ensure a neat fit.

4. **Protection against lightening:** The tower shall be provided with suitable lightening protection system (supplied by department) in accordance with the provisions of IS-2309-1969 including necessary earthing based on the specific resistivity of the soil and sub-soil water level.

5. **Earthing:** All the four tower legs shall be connected to ground separately, following the standard practice of earthing with copper plate of size 600 x 600 x 5 mm and copper strip (25 X 3mm). The Copper strip should be connected to the ground from top of the mast. The earthing resistance of the tower shall be within one Ohm.

6. **Facilities to be provided on the tower:** Following items will be provided on the tower by the contractor.

i) **Ladder:** Ladder with guard rings should be provided starting at a height up to 30 m from the base as per drawing No. TVT-5880 for 30 m.

ii) **Platform:** To be provided at the top of the tower alongwith railing as per TVT-5877

iii) **Aviation Light** : 2 Nos of RED LED Medium intensity aviation obstruction (as per ICAO regulation) at the top of the tower should be provided. The housing of the LED should be strong, weather proof and of approved manufacturer. Weather proof cable will be procured by the purchaser. One 2 core 10 Sq.mm copper cable has to be laid separately for this lamp from the building. The contractor shall install the light and hoist the cable as per guidance of the purchaser.

iv) **Steel Mounting Clamp for antenna:** Steel Mounting Clamp for antennae (**two numbers**) with accessories has to be provided for fixing the two antennae on tower. Antennae mounting arrangement is shown in the drawing. A platform is to be provided at the height of about 30 metres and it should have a projection of nearly two feet.

v) **Cable clamps:** Cable clamps for fixing the feeder cable of size 1 5/8 inch for 30 m tower (for every 3 feet) are to be provided along with the ladder as per drawing No. TVT-5880 for 30 m tower.

vi) **Painting of the mast:** The lattice steel portion of the mast should be paint with one coat of epoxy primer and two coatings of epoxy paint (make: Nerolac/ **Asian /Berger/ Dulux**). The mast shall be painted to have alternate bands of white and international orange with top and bottom bands painted in orange as per the civil aviation regulations. The width of white bands shall be approximately half of the orange bands. The width of orange bands shall be approx. 1/7 th of the total height of the tower.

vii) **Maximum tilt:** Maximum tilt at the top of the tower should not exceed ± 0.5 degrees.

viii) **Lightening Arrester:** The lightening arrester provided at the top of the mast should be earthed properly as per specifications. The copper plate and strip for earthing should be supplied by the contractor for earthing the lightening arrester from the top of the tower to the earth pit.

NOTE: 1. The antennae and feeder cable will be supplied by the Department.
2. All tower members shall be structural steel conforming to IS:2062 grade having min. Y.S = 2600 Kg/cm.cm and ultimate tensile strength of 4200 Kg/cm.cm
Antennae Weight : 150 Kg (approximate) two antennae
Antennae Length : 29 feet
Cost of each Antennae is Rs.2,50,000. /

It will be the responsibility of the contractor to ensure the antennae are not damaged during hauling & de-hauling. They should adopt proper method and due care is to be taken while doing the works. Any damage to the antenna and other property of the department will be recovered from the firm.

Encl:

1. Details of the materials for the 30 M Mast Annexure.1
- 2 Drawings- 4 Nos.(**Diagram will be furnished on request, Contact,Shri. M.Sundaram DDE,Phone:25369978/Shri.T.Shanmuga Raju DDE Phone: 25382583**)

i) TVT- 5877 General Arrangement diagram 30M and 45 M Steel Tower

ii) TVT-5879- Details of Elevation between 0 M to 30 M Steel Tower

iii) TVT-5880 Details of ladder of 30M TV tower

vi) TVT-7230 UHF Antenna fixing arrangement of 45 m Tower

FORMAT FOR TECHNICAL BID

PART – A (Supply of material)			
Sl. No	Description	Quantity	Make
1	Supply of Fabricated and Galvanized Steel Structure (tower material including platform ladder, antennae mounting clamps fixers and accessories)	6 MT	
2	Supply of Lightning arrester (1 No) AOL Lamps (2 Nos)and Weather proof cable for AOL lamp including junction box (2 core 10 Sq.mm weather proof copper cable 60M)	1 No 60M	Cables should be (Havells / Finolex)
3	Supply of Epoxy Paint for 30 M erected new mast 1. Epoxy White 2. Epoxy International orange 3. Epoxy primer 4. Epoxy Thinner	60 lts 60 lts 60 lts 60 lts	Nerolac/Bergar/ Dulux/ Asian)
4.	All materials required for tower earthing (four legs separately) including copper plate and strip etc Earthing material (98% purity) 1.Copper plate(600 x600 x 5mm) 2.copper strip (25 x 3mm)	4 Nos 50 M	98% purity
5.	Any other items not covered above but required for full filing the SITC of 30 M meter and testing (Full details and quantity to be furnished)	1 lot	
PART-B (WORKS)			
Sl. No	Description	Quantity	Remarks
1	Dismantling of the 30M SS mast	1job	
2	Labour charges for erection of 30 M galvanized Steel Structure (tower material including platform ladder, antennae mounting clamps fixers and accessories)	1job	
3	Labour charges for painting 30 M height 6 MT with one coat of epoxy primer , and two coats of Epoxy paint (alternate band of international orange and white as per civil aviation norms.)*	1job	

4	Labour charges for fixing all electrical works including fixing of AOL, laying of power supply cable, earthing, fixing of lightning arrester etc	1job	
5	Labour charges for Hauling up of antennae system and RF feeder cable and routing up to building (Antennae system and RF feeder cable will be provided by the department) after proper clamping with every 3 feet	1job	
6	Labour charges for Earthing of four legs as specified in the specification	1job	
7	Any other work not covered above but required for full filing the SITC of 30 M meter and testing (Full details to be furnished)	1job	

NOTE: 1. 80 % of the Material cost of **Part A** will be paid after receipt of the Material at site.
 2. Remaining 20% of **Part A** and **Part-B** will be paid only after completion **of all the works** and handing over of the tower to the Installation **Officer at Site**.

FORMAT FOR COMMERCIAL BID

PART – A (Supply of materials)				
<u>Sl. No</u>	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
1	Supply of Fabricated and <u>Galvanized</u> Steel Structure (tower material including platform ladder, antennae mounting clamps fixers and accessories)	6 MT		
2	Supply of Lightning arrester AOL Lamps and Weather proof cable on the 30 M mast including junction box (<u>Cable make</u> Havells / Finolex)	1 lot		
3	Supply of Epoxy Paint for 30 M erected new mast (make : <u>Nerolac/ Asian/ Berger/ Dulux</u>) 1. Epoxy White 2. Epoxy International orange 3. Epoxy primer 4. Epoxy Thinner	60 lts 60 lts 60 lts 60 lts		
4.	All materials required for tower earthing (four legs separately) including copper plate and strip etc Earthing material(98% purity) 1.Copper plate(600 x600 x 5mm) 2.copper strip (25 x 3mm)	4 Nos 50 M		
5.	Any other items not covered above but required for full filing the SITC of 30 M meter and testing (Full details and quantity to be furnished)	1 lot		
Sub Total. A				
PART-B (Works)				
<u>Sl. No</u>	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>1</u>	<u>Dismantling of the 30M SS mast</u>	<u>1job</u>		
<u>2</u>	<u>Labour charges for erection of 30 M galvanized Steel Structure (tower material including plat form ladder, antennae mounting clamps fixers and accessories)</u>	<u>1job</u>		
3	Labour charges for painting 30 M height 6 MT with one coat of Epoxy primer, and two coats of	1job		

	Epoxy paint (alternate band of international orange and white as per civil aviation norms.)*			
4	Labour charges for all electrical works including fixing of AOL, laying of power supply cable, earthing, lightning arrester etc	1job		
5	Labour charges for Hauling up of antennae system and RF feeder cable in clamping and routing up to building (Antennae system and RF feeder cable will be provided by the department)	1job		
6	Labour charges for Earthing of four legs as specified in the specification	1job		
7	Any other work not covered above but required for full filing the SITC of 30 M meter and testing (Full details to be furnished)	1job		
Sub Total. B				
GRAND TOTAL		((A+B))		

NOTE: 1. 80 % of the Material cost of Part A will be paid after receipt of the Material at site.
2. Remaining 20% of Part A and Part-B will be paid only after completion of all the works and handing over of the tower to the Installation Officer at Site.

GENERAL TERMS AND CONDITIONS FOR WORK ORDER

1. **NAME OF PURCHASER** : The President of India
2. **PAYING AUTHORITY** : The Additional Director General(E)(SZ)
All India Radio & Television
Swami Sivananda Salai,
Chennai-600 005.

3. PAYMENT TERMS:

- (i) 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.
- (ii) 20 % of the contract price for equipments and 100 % of installation charges on satisfactory completion of installation, commissioning and handing over.

4. BILLS:

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

5. SECURITY DEPOSIT:

The contractor shall furnish the security deposit with in 2 weeks of 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 favour of "The ADG(E) (South Zone) AIR & TV,Chennai-5" in any one of the forms mentioned below.

- a) Cash in full (b) DD Payable at Chennai (c) Bank Guarantee from any Nationalized Bank valid upto the end of warranty period as per contract. The warranty period starts from the date after completion of the SITC work and taking over.(Not from the date of supply of DG and Standard Control Panel set).

The EMD received will be returned after receipt of S.D. The security Deposit shall be refunded in full on completion of successful guarantee/Warranty.

6. DESPATCH INSTRUCTIONS:

The packing and marking of goods shall be as laid down in clause-12 of general conditions of contract DGS & D 69 (Revised).

- a) The contractor shall arrange to dispatch the goods duly insured direct to the consignee after prior intimation for delivery at site by whichever mode of transport he may choose, to ensure safe delivery of goods at site. Un loading shall be done at site at the contractor's Expense. Only storage space will be provided by the consignee. The contractor will provide his own security like locking etc and store the materials at his own risk.
- b) The contractor must submit his challans in triplicate to the consignee sufficiently in advance of the actual arrival of the stores at the destination failing which he will be held responsible for any subsequent discrepancies between the actual receipt and the material detailed in the challan received later. The challan must also contain the following informations:
 1. Brief description of stores.
 2. Railway/ Lorry Receipt No. & Date.
 3. Supply order No. & Date.
 4. Inspection note No. & Date
- c) The consignment received at site shall be opened and checked for Shortages/damages by the contractor himself. He shall show all the Materials received at site to the consignee to enable him to certify Receipt of stores in good condition. However, in exceptional circumstances, the contractor may request the consignee to check the consignment on his behalf. In such cases the consignee shall notify the contractor of the shortage/damages immediately on receipt of consignment at site. Expenses incurred, if any, in any, in checking the consignments shall be debitable to the contractor's account.

7. INSPECTION:

a) **SCOPE OF INSPECTION:**

i) **PRE INSPECTION:**

Manufacturers / Contractors must satisfy themselves that the stores are in accordance with the terms of the contract and fully conform to the required specification by carrying our thorough pre-inspection of each lot before actually tendering the same for inspection to the inspecting officer nominated under the terms of the contract. A declaration by the contractor the necessary pre-inspection has been carried out on the stores tendered shall be submitting along with the challan. The declaration will also indicate the method followed in carrying out pre-inspection showing the

features checked, tested and will have the certificates attached to the challan/declaration. If the Inspecting officer finds that pre-inspection of the consignment' as required above has not been carried out the consignment is liable for rejection.

ii) INITIAL INSPECTION:

All the supplies including fabricated items and bought out items shall be inspected before actual inspection. The place of inspection shall be as at below. Also the installation at the site shall be inspected periodically during installation. If the inspecting officer finds initial inspection that the supplies are not according to specification, the suppliers are liable for rejection. The purchaser may at his discretion waive initial inspection in respect of those supplies which bear ISI certificates or manufacturer's test certificates. The contract shall approach the inspecting officer for inspection at least two weeks in advance of the actual date of inspection. All arrangements for inspection shall be made by the contractor. Any deviation in stores after initial acceptance by the Inspector and their receipt by the consignee shall be to the account of the contractor. The contractor shall forward the relevant copies of the inspection certificates of the stores to the consignee along with delivery challan.

iii) FINAL INSPECTION:

The entire installation shall be inspected by the inspecting officer on completion of Installation, commissioning and Complete work at the project.

INSPECTING OFFICER: Consignee or Nominees of the ADG(E)(SZ)/I.O. at Site.

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. 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 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 total contract price. The contractor's liability for delay, however, shall not exceed 5% of the total contract price.

10. 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 24 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 fault 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.

11. CONDITIONS OF CONTRACT:-

DGS & D-68 (Revised and DGS & D-71 as amended upto date. However, Such of these conditions stipulated on this tender shall supercede corresponding conditions in DGS & D-71. The contractor shall sign a contract agreement form in triplicate in the prescribed Proforma and submit the same alongwith 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.

12. SPECIAL CONDITIONS:-

In addition to the terms and conditions contained in the general conditions of contract DGS & D-68 (Revised and DGS & D-71, the contract would also be governed by the following special conditions:-

- i) In case where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period the purchaser reserves the right to cancel the balance quantity not found acceptable after carrying out the inspection at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable the purchaser may grant an extension of the delivery period subject to the following conditions:-
 - (a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty leviabale in respect of the stores specified in the acceptance of tender shall be admissible on such of the stores as are delivered after the expiry of the delivery period stipulated in the A/T.
 - (b) That not withstanding any stipulation in the contract for increase in price or any other grounds no such increase which takes place after the date of delivery stipulated in the A/T. shall be admissible on such of the stores as are ordered after the expiry of the delivery period stipulated in the A/T.
 - (c) But, nevertheless the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax on account of any other ground stipulated in the price of variation clause which takes

place after the expiry of the date of delivery stipulated in the A/T.

- (d) The contractor shall not dispatch the stores till such time extension in delivery period is granted by the purchaser and accepted by the supplier before and extension letter as aforesaid is issued by the purchaser, the same are deemed to the subject to the conditions set out in proceeding paragraph.
- ii) Incase where the entire quantity has not been tendered for inspection within the delivery period stipulated in the A/T and the purchaser chooses to grant and extension of delivery period, the same would be subject to conditions mentioned in (i) above.
- iii) The contractor shall refund any advance/part payment issued to him in respect of the rejected stores within 14 days of the receipt of intimation from the consignee about the rejection of such prices. This is strictly without prejudice and in addition to the rights provided in the clause-17 (8) of form DGS & D-67.
- iv) The contractor is required to replace the rejected stores forthwith but in any event not later than a period of 14 days from the date of rejection and the contractor shall bear all the costs of such replacement including freight, if any but without being entitled to any extra payment or any other account.
- v) Where under the contract, price payable is fixed F.O.R. dispatching station, the contractor shall, if the stores are rejected at destination by the Consignee, be able to, in addition to his other liabilities (including refund of price recoverable in respect of the stores rejected) to reimburse to the purchaser the freight and all other expenses.

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 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. FORCE MAJURE:-

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 he 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 and practicable after such events have come to an end or ceased to exist. 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 natural agreement to any effect resulting the reform or the purchaser may at his option cancel order provided also that if the order is cancel the order provided also that 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.

15. TECHNICAL MANUALS & DRAWINGS

Contractor shall furnish six copies of comprehensive technical manuals for use by the operation staff. Such manuals shall contain instructions from the preventive as well as routine maintenance of the plant. The contractor shall also furnish copies of approved wiring diagrams, schematics, etc., for various items equipment.

16. CANCELLATION:

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

(Jothi Vijayakumar)
Assistant Engineer
for ADG(E)(SZ)