

PRASAR BHARATI
(Broadcasting Corporation of India)
O / O ADDITIONAL DIRECTOR GENERAL (E) (SZ),
ALL INDIA RADIO & DOORDARSHAN
Swamy Sivananda Salai, Chennai - 600 005

No. ADG (E) (SZ)/PUR/AIR-IEBR/34/FCAP/2011-12

Date: 28.11.2011

Sub: Extension of due date for the Enquiry for Repainting of STL towers at Studios & Transmitters of All India Radio, Tuticorin, Tamil Nadu - reg.

Ref: This office enquiry of even No.Dt: 20.10.2011& Extension of due date letter
Dt.09.11.11 & 18.11.11.

Sir,

This has reference to this office Enquiry letter referred above, for Repainting of STL towers at Studios & Transmitters of All India Radio, Tuticorin, Tamil Nadu.

The due date for the opening of quotation is hereby extended up to **07.12.2011 at 3.00 P.M.**

Please submit your quotation before **12.30 Hrs**, on or before **07.12.2011**. All the Terms & Conditions remains same as in the original enquiry.

Yours faithfully,

R.Vasumathi
Assistant Engineer (PUR)
For ADG (E) (SZ)

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/AIR-IEBR/34/FCAP/2011-12

Date: 20.10.2011

1. DESCRIPTION: NAME OF THE WORK: Repainting of STL towers at Studios & Transmitters of All India Radio, Tuticorin, Tamil Nadu -reg.

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

Sl. No.	Description	Qty.
I	Description of work	
1	Repainting of STL Towers of height 40 meters at Studio & 30 meters at Transmitter of All India Radio, Tuticorin, Tamil Nadu, including Cable Tray connecting between Studio & Transmitter Buildings and Tower Bases, Feeder Poles, PDA Dish (6 mtr. Dia), Ladder and its Steel Pillar situated at Studios at Millerpuram & Transmitters at Meelavitan (INCLUDING LABOUR CHARGES AND MATERIALS)	2 Jobs (Studio & Transmitter)
II	Requirement of Material for 2 jobs:	
2	Synthetic Enamel paint colour International Orange / Deep Orange -- (Similar to Asian paints , Berger, Nerolac, etc.,) Specification - IS2932	Approximately 70 litres
3	Synthetic Enamel Paint colour : White – Specification – IS2932(Similar to Asian paints , Berger, Nerolac, etc)	Approximately 50 litres
4	Zinc Chromate Primer – Specification IS2074 (Anti corrosive)	Approximately 70 litres
5	Thinner -- Specification – IS 800	Approximately 100 litres

Note:

- 1. Tenderers may visit the sites on any working day between 10.00Hrs & 17.00Hrs.**
- 2. All the tools required like wire brush, paint brushes and any other material required has to be brought by the contractor himself.**
- 3. Contractors have to sign the copy of agreement enclosed, work will be executed as per the agreement terms, as per the procedure / specifications attached (Schedules A, B, L (1 & 2))**

EMD:

Earnest Money amounting to **Rs.2,000/-** [Rupees Two Thousand Only] in the form of Demand Draft on Nationalized Bank / Commercial Bank drawn in favour 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 bid will not be opened at the time of tender opening (No exemption for payment of EMD is accepted by this office).

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 09.11.2011**. 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 09.11.2011**.

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) **100 % of the Total Contract price will be paid on satisfactory completion of the whole works 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 bills shall be prepared in quadruplicate in the same format as that of the Work Order. All the 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.

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

SCHEDULE - A

SPECIAL CONDITIONS FOR REPAINTING OF TOWER AT AIR, TUTICORIN

1. The work is for repainting of 100 meters self supported steel tower. The details of the tower are given in the schedule : L (1 & 2): as enclosed
2. No covered or enclosed accommodation is available at site for storage of materials or for contractor's staff. The contractor shall, therefore, make his own temporary arrangements for such accommodation.
3. All the tools and materials like painting brushes, wire brushes, emery sheets, sand papers etc. for scraping, cleaning, painting etc. for the work shall be provided by the contractor and the tools shall not be loosely carried but in a bag.
4. The contractor shall maintain a record of progress of work, checks examined at various stages of execution and certificate obtained. These records duly certified by the Station Engineer or his representative shall be handed over to the Station Engineer after completion of the work
5. The daily time schedule for repainting the tower will have to co-ordinate with the Station authorities. Where the masts are of the self-radiating type, only the gaps in the transmission time as decided by the Superintending Engineer/SE/ASE will be available for painting. Even in the case of the self supporting mast, the time schedule II have to be according to the decision of the Superintending Engineer/ASE who will communicate it in writing to the contractor. The specific concurrence of the authorities should be taken before starting the work every time.
6. The time allowed for completion of the work is four weeks from the date the contractor is instructed to start the work which will be intimated to the contractor(s) 15 days in advance.

SCHEDULE - B

SPECIFICATION FOR REPAINTING OF TOWER AT AIR, TUTICORIN

Repainting of Self Supported Steel Tower with one coat of primer and two coats of required International Orange /Deep Orange / White Paint.

1. All Dust, dirt, grease, scale should be removed and the surface thoroughly cleaned.
2. No chemicals of any kind are to be used for removal of dirt, grease, scales etc.
3. Surface has to be perfectly dry
4. No dryers like lithanage or turpentine are to be used. The practice of mixing kerosene oil with paint is strictly prohibited.
5. The surface should be cleaned thoroughly and a coating of primer should be applied before painting.
6. Painting should not be done either in very cold weather (temperature less than dew point) or in unusually high humidity conditions.
7. After application of primer as described above and ensuring that the surface to be painted is dry, apply first coat of final paint. Follow up the second coat of paint after 48 hours in dry weather.
8. The painting should be done carefully so that all the corners and crevices of the tower receive the paint evenly. The paint should be evenly and uniformly applied. The tower shall be painted in alternate bands of International / Deep orange and White as per existing pattern.

Engineering Head

SCHEDULE : L (1)

The Tower is located within the premises of Studios of All India Radio, Millerpuram, Tuticorin (3 Kms. from Tuticorin Railway Station)

The details of tower to be painted as indicated as below :

1. Quantity in Nos. and Height of the towers: 40 meter self supported Steel Tower to be repainted. 1 No.
2. Requirement : Repainting of Self Supported Steel Tower is inclusive of Cable Tray connecting between studio building and Tower Base, Feeder Poles, PDA Dish (6 mtr. Dia), Ladder and its Steel Pillar, Safety Cages, Cable Conduits, Termination Boxes Winches, Counter Weights etc.
3. Completion Time : The work should be completed within 30 days, from the date of acceptance of the work order.

Engineering Head

SCHEDULE : L (2)

The Tower is located within the premises of Transmitters of All India Radio, Meelavitan Tuticorin (8 Kms. from the Studios at Millerpuram)

The details of tower to be painted as indicated as below :

1. Quantity in Nos. and Height of the towers : 30 meter Self Supported Steel Tower to be repainted. 1 No.
2. Requirement : Repainting of Self Supported Steel Tower is inclusive of Cable Tray connecting between transmitter building and Tower Base, Feeder Poles, PDA Dish (6 mtr. Dia), Ladder and its Steel Pillar, Safety Cages, Cable Conduits, Termination Boxes Winches, Counter Weights etc.
3. Completion Time : The work should be completed within 30 days, from the date of acceptance of the work order.

Engineering Head

CONDITIONS OF CONTRACT

Interpretation Clauses::

1. The president means the president of India and his successors.

The Station Director / Head of Office means the Station Director of a station and a subordinate office respectively of the Director of the Directorate General , All India Radio / Doordarshan.

The expression “Works ” or “Works ”where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of the contract contracted to be executed whether temporary or permanent , and whether original, altered, substituted or additional.

2. Words importing the singular number only include the plural number and vice versa.The person(s) whose tender may be accepted (herein after called the contractor(s) shall within ten days of the receipt by him/them of the notification of the acceptance of his/ their tender , deposit with the Station Director / Head of office in cash or Government Securities endorsed to the Station Director / Head of Office (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him / them with his tender to make up the full security / deposits specified in the tender such payment as last aforesaid. All compensation or other sums of money – payable by the Contractor to the Government under the terms of his / their contract may be deducted from, or paid by the sale of a sufficient part of his / their security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor(s) by Government on any account whatsoever and in the event of his / their security deposit being reduced by reason of any such deduction or sale as aforesaid , the contractor(s) shall within ten days thereafter make good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his/ their security deposit or any part thereof.

3. The contractor(s) is / are to provide everything of every sort and kind (with the exceptions noted in the schedules attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract whether original or altered according to the intent and meaning of the specifications, which are to be signed by the station Director / Head of Office and the contractor(s) whether the same may or may not be particularly described in the specifications. The Station Director /Head of office is to decide which shall be followed. The contractor (s) shall also provide all necessary fencing and lights required to protect the public from accident and shall be found to bear the expenses of defence of every suit , action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may awarded in any such suit action or proceeding to any such persons or which may with the consent of the contractor(s) be paid to compromise any claim by any such persons.

4.The contractor(S) is / are be set out the whole of the works in connection with an officer to be deputed by the Station Director/ Head of Office and during the progress of the works to amend on the requisition of the Station / Office any errors which may arise therein and provide all the necessary labour and materials (with the exceptions noted in the schedule attached which will supplied free of cost) which may be necessary and requisite for the works. All materials and works man ship are to be the best of their respective kinds. The contractors(s) is are to leave the works in all respects clean and perfect at the completion thereof. All materials supplied to the contractor and found surplus after the completion of the works shall be returned to the Station/Office in good condition.

5. Complete copies of specifications signed by the Station Director/Head of Office shall be furnished by him to the contractors for his their own use and the same or copies thereof shall be kept by the contractors on the site of the work.

6. All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Station Director / Head of Office and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the station director / head of office or his subordinate to visit the works shall have been given to the contractor(s) either himself / themselves be present to receive orders and instructions or have a responsible agent / duly accredited in writing present for that purpose. Orders given to the contractor(s)'s agent shall be considered to have the same force as if they had been to the contractor(s) himself / themselves. The Station Director / Head of Office may require the contractor(s) to dismiss any person in the contractor(s) employ upon the works who may be incompetent or misconduct himself and the contractor(s) is / are forth / wish to comply with such requirements.

7(a). The contractor(s) is / are not to vary or deviate from the specifications or instructions or execute any extra work of any kind whatsoever unless upon the authority of the Station Director / Head of Office to be sufficiently shown by an order in writing expressly given and signed by him as an extra or variation or by any subsequent written approval signed him. If compliance with the station Director /Head of Office's aforesaid order plan or drawings or approval involves extra work and or expense beyond what involved in the execution of the contract works then unless the same were issued in consequence of some breach of this contract on the part of contractor(s), the latter shall be entitled to be paid the price of the said work and / or the expense aforesaid and mutually agreed upon between the Station Director /Head of Office and the contractor(s).

7(b). The Station Director / Head of Office shall have power to make any alternations in, omission from additions to or substitution for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor(s) shall be bound to carry out the work in accordance with any instructions which may be given to him / them in writing signed by the Station Director / Head of Office. Such additions, omissions, alternations or substitutions shall not vitiate the contract but shall be measured valued and certified by the Station Director / Head of Office and the rate shall be mutually agreed upon between the Station Director / Head of Office and the contractor.

8. The contractor(s) shall be given not less than five days notice in writing to the Station Director / Head of Office before covering up or otherwise placing beyond the reach of measurement any work in order that additions, omissions and alternations not covered by the original contract may be measured and correct dimensions thereof be taken before the same are so covered up or placed beyond the reach of measurement any work without the consent in writing of the Station Director / Head of Office, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contract expense, or in default thereof no payment or allowance shall be made for such work of the material with which the same was executed.

9. All work and materials brought and left upon the ground by the contractor(s) or by his / their orders for the purpose of forming part of the works are to be considered to be the property of the President and the same are not to be removed or taken away by the contractors or any other person without the special licence and consent in writing of the Station Director / Head of Office but the President is not to be in any way answerable for any lose or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

10. The Station Director / Head of Office has full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Station Director / Head of Office is to be at liberty to employ other persons to remove the same without being answerable or accountable for any lesser damage that may happen or arise to such materials. The Station Director / Head of Office is also to have full power to require other proper materials to be substituted therefore and in no case of default the Station Director / Head of Office may cause the same to be supplied and on costs which may attend such removal and substitution are to be borne by the contractor(s).

11.If in the opinion of the Station Director / Head of Office any of the works have been executed with improper materials or defective workmanship the contractor(s) is / are when required by the Station Director / Head of Office forthwith to re-execute the same and to substitute proper materials and in case of default of the contractors in so doing within the station Director / Head of Office is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).

12.Any defects, shrinkage or other faults which may appear within one year from the completion of the work arising out of defective workmanship are upon the discretion of the Station Director / Head of Office to be amended and made good by the contractor(s) at his / their own cost (unless the Station Director / Head of Office, shall decide that government ought to pay for the same) and in case of default the president may recover from the Contractor(s) the cost of making good the work (on which the certificate of the Station Director / Head of Office shall be final) from any sum that may be then or at any time thereafter may become due to the contractor(s) by government under the contract or otherwise or from his / their security deposit or the proceeds thereof or of a sufficient portion thereof.

13. From the commencement of the works to the completion of the same they are to be under the contractor(s) charge. The contractor(s) is / are to be held responsible for and to make good all injuries, damages and repairs occasioned for rendered necessary to the same by fire or other causes and to hold the president harmless from any claim for injuries to persons or for a structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor(s) or of any one in his / their employ during the execution of the works.

13.b..If the contractor(s) or his / their work people or servants shall break deface injure or destroy any portion of the premises in which they may be working or any building, goad, curbs, fence, enclosure water pipes, cables or drains electric or telephone posts or wires trees grass or grass land or cultivated land continuous to the premises on which the work or any part of it is being executed the contractor(s) shall make good by other workman and deduct the expense (of which the certificate of the Station Director / Head of Office shall be final) from any sums that may be then or at any time thereafter may become due to the contractor(s) by Government under the contract or otherwise or from his / their security deposits, or the proceeds thereof, or of a sufficient portion thereof.

14 . The Station Director / Head of Office is final authority to send work men upon the premises to execute fittings and other works not included in the contract for whose operations the contractor(s) is / are to afford every reasonable facility during the ordinary working hours provide that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor(s) is / are not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

15. The works comprised in this tender are to be carried immediately on receipt of written orders from the Station Director / Head of Office to commence work. The time allotted for carrying out the work as entered in the tender shall be strictly observed by the contractor(s). The time is to be reckoned from the date on which order to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor(s) and the contractor(s) shall pay as compensation an amount equal to one percent or such smaller amount as the Director General (whose decision in writing shall be final) may decide on amount of the contract as shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates.And further, to ensure good progress during the execution of the work, the contractor(s) shall be bound to complete the one-fourth of the whole of the work before the one-fourth of the total time allowed under the contract has elapsed and half of the work before half of the such time has elapsed and three-fourth of the work before three-fourth of the such time elapsed. In the event of contractor(s) failing to comply with this condition he / they shall be liable to pay compensation an amount equal to one percent or such smaller amount as the Director General (whose decision in writing shall be final) may decide on the said amount of the contract for every day that the entire amount of

compensation to be paid under the provisions of this clause shall not exceed ten percent on the amount of the contract as shown in the tender.

16. In any case in which under any clause or clauses of this contract the contractor(s) shall have rendered himself/themselves liable to pay compensation amounting to the while of his / their security deposit (whether paid in one sum or deducted by instalments) or committed as breach of any of the terms contained in clause 25. The Station Director / Head of Office, on behalf of the President shall have the power to adopt any of the following courses as he may deem best suited to the interests of Government.

(a). To rescind the contract (of which rescission notice in writing to the contractor(s) under the hand of the Station Director / Head of Office, shall be conclusive evidence) and in which case the security deposit of the contractor(s) shall stand forfeited and be absolutely at the disposal of Government.

(b) To employ labour paid by all India Radio and to supply materials to carry out the work or any part of the work debiting the contractor(s) with the cost of the labour and price of the materials of the amount which cost and price a certificate of the Station director / Head of Office, shall be final and conclusive against the contractor(s) and crediting him / them with value of the work done the certificate of the Station Director / Head of Office as to the value of the work done shall be final and conclusive against the contract

(c) To take such part of the work as shall be unexecuted out of his / their hands and to give it to another / other contractor(s) to complete in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor(s) if the whole were had been executed by him / them of the amount which excess the certificate in writing of the Station Director / Head of Office shall be final and conclusive shall be borne and paid by the original contractor(s) and may be deducted from any money due to him / them by Government under the contract or otherwise of from his / their security deposit or the proceed of the sale thereof or a sufficient part thereof.

d. In the event of any of the above courses being adopted by the Station director / Head of Office the contractor(s) shall have no claim to compensation for any loss sustained by him / them by reason of his / their having sustained purchased or procured any materials or entered into any engagements or may any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor(s) shall not be entitled to recover or to be paid any sum for any work there for actually performed under this contract unless and until the station director / Head of Office will have certified in writing the performance of such work and the value payable in respect thereof and he / them shall only be entitled to be paid the value so certified.

17. In any case in which any of the powers conferred upon the Station Director / Head of Office by clause of 16 thereof shall have become exercisable and the same shall not constitute a waiving of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor(s) for which by any clause or clauses thereof he is / they are declared liable to pay compensation amounting to the whole of his / their deposit and the liability of the contractor(s) for past and future compensation amounting to the while of his / their security deposit and the liability of the contractor(s) for past and future compensation shall remain unaffected. In the event of the Station Director / Head of Office putting in force either of the powers (a) or (c) vested in him under the preceding clause he may if he so desires take possession of all or procured by him / them and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates of in case of these not being applicable at the current market rates to be certified by the Station Director / Head of Office whose certificate thereof shall be final otherwise the Station Director / Head of Office may by notice in writing to the contractor(s) or his / their clerk or the works foreman or other authorized agent require him / them to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice and in the event of the contractor(s) expense or sell them by auction or private sale on account of the contractor(s) and at his / their risk in all respects and the certificate of such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor(s).

18. Provided nevertheless that if the contractor(s) shall be of the opinion that he / they is / are entitled to any extension of time and account of the works being altered varied or added to or on account of any delay by reason of any including weather or causes not under the control of the contractor(s) in consequence of orders to that effect from the Station Director / Head of Office is hereby empowered to give him / them in any or either of such cases it shall be competent for the Station Director / Head of Office by an order in writing to extend the aforesaid period for final completion by such period or periods

as he shall deem reasonable and the contractor(s) is /are to complete the works within such extended period or periods as aforesaid provided that the contractors shall not be entitled to any extension of time unless he / they shall within three days after the happening of the event in respect of which he / they shall consider himself / themselves entitled to any extension give to the Station director / Head of Office shall in his description dispense with such notice and certify for an extension of time the aforesaid provisions for damages and their amount in default of due completion shall apply in case of non-completion of the works within the extended time .The Director General for reasons stated may at his discretion waive the penalties of clause 15 even in the absence of the notice or certificate.

19. The contract shall not be assigned or sublet without the written approval of the Station Director / Head of Office. And if the contractor(s) shall assign or sublet his / their contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his / their creditors or attempts to do so, or if any bribe, gratuity gift, loan, perquisite, regard or any advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor(s) or any of his / their servants or agents to any public officer or person in the employ of government in any way relating to his office of employment or any such officer or person shall become in any directly or indirectly interested in the contract, the Station Director / Head of Office may there upon by notice in writing rescind the contract and the security deposit of the contractor(s) shall there upon stand forfeited and be absolutely at the disposal of the government and the same consequences shall ensure as if the contract had been rescinded under clause 16 thereof and in addition the contractor(s) shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

20. When the work shall be completed the contractor(s) is / are to be entitled to receive all moneys due or payable to him / them under or by virtue of the contract except a sum of 10 percent of the total value of the work done which will be retained for one year after the date of completion of the work, and refunded to the contractor(s) only if no defects, shrinkage or other faults appear in the work. The payment on account will be made in lump sum according to the best estimate of the value of work done that can be made by the Station Director / Head of Office.

The final bill for the work will be based on the lump sum tendered modified where necessary to give effect to omissions additions or variations from the prescribed drawings specifications and instructions detailed measurement or such omissions additions or variation being recorded.

Provided always that no final or other certificate is to cover or relieve the contractor(s) from his / their liability under the provision of clause 13 whether or not the same may or subsequently to the granting of such certificate.

21. Payments due to the contractor(s) will be made by Cheque.

. Nothing here in contained shall operate to create in favour of the bank any rights or equities vis-a-vis the President of India.

22. A certificate of the Station Director / Head of Office or any award of the reference hereinafter referred to as the case may be showing the final balance due or payable to the contractor(s) is to be conclusive evidence of the works having been duly completed and that the contractor(s) is / are entitled to receive payment of final balance, but without prejudice to the liability of the contractor(s) under the provisions of clause 12. No such certificate shall however be given nor shall the work be considered to complete until the contractor(s) shall have removed all scaffolding surplus materials and rubbish and cleaned off the dirt from all woodwork, doors windows, walls, floor or other parts of any building of which he / they may have had possession for the purpose of the execution

thereof not until the addition omissions and alternations referred to in clause 7 shall have been measured by the Station Director / Head of Office whose measurements shall be binding and conclusive against the contractors. If the contractor(s) shall fail to comply with the requirements of this use as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of work, the Station Director / Head of Office may at the expense of the contractor(s) remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor(s) shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

23. No female shall be employed by the contractor(s).

24. No labourer below the age of fourteen years shall be employed on the work.

25. Fair wage clause

(a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

EXPLANATION:

“Fair wage” means wage whether for the time or piece work notified at the time of inviting tenders for the work and where fixed by the law or otherwise and where such wages have not been so notified the wage prescribed by the CPWD for the district in which the work is done.

(b). The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including with the said work as if the labourer had been immediately employed by him.

(c). In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement, the contractor shall comply with or cause to be complied with the Central Public Works department Contractor’s labour regulation made by the government in regard to payment of wages, wage period, deductions unauthorisedly made, maintenance of works register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

(d). The Station Director / Head of Office shall have the right to deduct, from the moneys due to the contractors and sum required or estimated to be required for making good the loss suffered by a

worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or deductions made from his or their wages, which are not justified by their terms or the contract or non-observance of the regulations.

(e). Vis-à-vis the Central Government the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnify from his subcontractors.

(f). The regulations aforesaid shall be deemed to apart of this contract and any breach shall be a breach of this contract.

26. All the labourers should be covered by Accident benefit Insurance Scheme. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

27. In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor(s) to the Station Director / Head of Office for the information.

28. All disputes differences or questions including the subject matter of the contract or the right and liabilities of the parties hereunder or whosever arising between the parties except these the decision where of is here – in – before otherwise expressly provided for shall be referred to the sole arbitration of the Director General or any person nominated by him and his decision shall be final and binding on the parties. The provisions of the arbitration Act 1940 or rules made there under for the time being in force shall apply to

such arbitration were under the contract shall if reasonably possible continue during the arbitration proceedings.

29. If at any time after the commencement of the work the President shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Station Director / Head of Office shall give notice in writing of the fact to the contractor(s) who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he / they might achieved from the execution of the work in full but he / did they did not derive in consequence of the full amount of the work not having been made in the original specifications and instructions which shall involve any curtailment or increase of the work as originally completed.

(a) The Station director / Head of Office shall have full power to ask the Contractor to stop the work for a total period of seven days per mast, either at a time or intermittently without any compensation whatsoever being paid to the contractor and the contractor shall stop the work as and when asked by the Station Director / Head of Office. This period shall include the days on which the contractor may stop work of his own accord and his own responsibility or as a result of damage to any members or components of the mast owing to accidents during the erection.

30. In the case of any class of work for which there is no such specification as mentioned in rules, such work shall be carried out in all respect in accordance with the instructions and requirements of the Station Director / Station Engineer / Head of Office.

31. The contractor(s) shall at all time indemnify the president against any claim which may be made under the workman's Compensation Act 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or injury sustained by any workman or other person whether on the employment of the contractor(s) or not. In every such case including cases in which by the virtue of the provision of Section 12 sub-section (1) of the workman's Compensation Act 1923 Government will recover from the contractor's the amount of the compensation so paid and without prejudice of the rights or Government under Section (12) Sub-Section(2) of the said act, Government shall be at liberty to recover such amount or any amount or any part thereof by deducting it from the security deposit or from any sum due to government by the contractor(s) whether under this contract or otherwise.

32. Government shall not be bound to contest claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor(s) and upon his / their giving to Government full security for all cost for which Government might become liable in consequence of contesting such claim.

33. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Director General for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carrier on.

SIGNATURE OF THE
ENGINEERING HEAD

SIGNATURE OF THE CONTRACTOR(S)