

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

No. 100W FM/Install/LPTV/1/2011-12

Dated 6.1.2012

**1. DESCRIPTION:**

**Name of the Work :** Painting of Mast including supply of Paints.

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

Sl.No	Description of stores	Height of the Tower	Specification Reference
<b>Painting of mast including supply of paints at:</b>			
1	AIR Bhadravathi – Self Supporting Tower	100 M	Annexure II
2	LPTV Tumkur – Self Supporting Tower	45M	
3	LPTV Sagar – Self Supporting Tower	45M	
4	LPTV Kumta – Self Supporting Tower	45M	
5	LPTV Bagalkot – Guy Wire Supported tower	40M	

**CONSIGNEE:** Respective Installation Officer/Asst Engineer at AIR,Bhadravathi, LPTV Tumkur, LPTV Sagar, LPTV Kumta, LPTV Bagalkot.

**PAYING AUTHORITY:** The Additional Director General(E) (SZ), AIR & Tv., Swamy Sivananda Salai, Chennai-600005.

**EMD:**

Earnest Money amounting to **Rs.10,000/-** [Rupees Ten Thousand Only] in the form of Demand Draft on Nationalized Bank / Commercial Bank drawn in favor of **ADG (E) (SZ), AIR & Tv., 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&Tv., 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 Deputy Director(E), All India Radio, RajBhavan Road, Bangalore- 560204, so as to reach on or before **1230 hrs**

**on 23.01.2012.** 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 23.01.2012.**

**4. PRICES:**

The prices quoted should be firm and for free delivery at each of places and should be 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.

Tenderers should compulsorily quote for each of the places, failing which the tender bid will be rejected.

**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 Painting at different LPTV centres and at AIR Bhadravathi shall be completed within 90 days from the date of the order.

**9. GUARANTEE/WARRANTY:**

The Tenderer shall guarantee the complete painting for a period of 12 months from the date of handing over after successful completion of painting at respective centres.

**10. IT CLEARANCE CERTIFICATE:**

The bidder shall submit the latest financial standing details supported by Income Tax clearance certificate along with the tender, without which the tender is liable to be rejected.

**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 :** See Annexure II

**13. ACCEPTANCE / REJECTION OF TENDER:**

The **Additional Director General (E) (SZ)** (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, subpoints in the specification is to be enclosed along with the offer.

**15.** The contractor shall make his own arrangement for storage of all equipments and materials bought to site from time to time and their safe custody at site The contractor shall make his own arrangement for providing accommodation for his workmen at site. Tents may, however, be pitched in the site compound at places to be decided upon by the Indentor or his representative at site.

**16.** The contractor shall make his/her own arrangements for procuring necessary labour, skilled and unskilled. He should confirm to all local government laws and regulations covering labour and their employment.

**17.** The contractor and his employees shall comply with the regulation in force for controlled entry into premises where work is being carried out.

**18. Contractor liability for damage caused during installation work and imperfections noticed:**

If the contractor or his/her workmen or servants shall break, deface, injure or destroy any part of the building in which they may be working or building road kerb, fence, enclosure, water pipe, cable, drain, electric or telephone posts or wires, trees, grass or grasslands or any Technical Equipment in the premises on which the work or any part of it as being executed, or if any defect, shrinkage or other faults appear in the work the contractor shall make good at his/her own expense, or in default, the indentor may get the same rectified and deduct the expense from any amount that may be than due or at any time there after may become due to the contractor.

**19.** The contractor shall take insurance for his men while working at AIR site, against any injury, accidents death etc. Similarly the equipment, instruments, tools etc., belonging to the contractor shall be insured against damage, loss, theft etc. The contractor shall indemnify and hold harmless the purchaser against all claims in respect of injury or death to any person howsoever arising out of the work in the course of such painting. The contractor shall discharge his entire obligation under the Indian Workmen Compensation Act in as for as it affects workmen in his employment

**20.** While engaging labor 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 contractor shall also observe the provision under minimum wages Act 1948 (Central) Rules 1950 amended from time to time while engaging labour.

**21. INCOME TAX / WORKS CONTRACT TAX /TRADE TAX:**

Some state government levy works contract tax/trade tax etc. such tax shall be deducted at source. The contractor is advised to take into this account while submitting the tender and quote his rates inclusive of works contract tax/trade tax, conditions like “works contract tax/trade tax as extra” shall not be accepted. It may be noted that works contract tax/trade tax when deducted shall not be refunded by Additional Director General Engineer (SZ).

**22.** The work shall be carried out in coordination with the Installation Officer/Assistant Engineer at the respective Station/LPTV Centres.

**23. RIGHT OF ACCEPTANCE:** The Additional Director General Engineer (SZ), AIR & TV, reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever. Further, the undersigned reserves him self the right for decreasing the quantity of material tendered depending upon the actual requirements. The unit rate quoted on the tender shall be applicable for the quantity for which order is placed.

**24.** A **Contract Agreement** should be duly signed before commencement of the work.

**25. GENERAL:**

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

Enc l: 1. General Terms and Conditions (Annexure-1)  
2. Specifications (Annexure II)  
3. Contract Agreement (Annexure III)

Yours Faithfully,

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

**GENERAL TERMS AND CONDITIONS FOR WORK ORDER**

**1) NAME OF PURCHASER :** The President of India

**2) PAYING AUTHORITY :** The Additional Director General (E) (SZ), AIR & DD Swamy Sivananda Salai, CHENNAI-600005

**3) PAYMENT TERMS**

100% of the cost will be paid after satisfactory completion of mast painting at the site.

**4) BILLS :**

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

**5) SECURITY DEPOSIT :**

Contractor shall furnish the Security Deposit within 2 weeks after placement of order at the rate of **10% of the contract value** at the time of signing the contract. The security deposit shall be furnished in the form of Demand Draft / Bank Guarantee drawn in favour of the Additional Director General (E) (SZ), AIR&DD, Chennai-5. The Security Deposit will be returned in full on completion of successful guarantee/warranty Period.

**6) DESPATCH INSTRUCTIONS:**

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

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

**8) INSPECTION :**

The material/work will be inspected at site. If any damages are found, material/work will be rejected.

**9) INSURANCE:**

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

**10) ADDITIONAL QUANTITIES:**

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

**11) 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.

**12) 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.

**13) CONDITIONS OF CONTRACT:**

a. 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.

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

**14) 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.

**15) ARBITRATION OF CONTRACTUAL DISPUTES:**

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

- a) The number of arbitrator(s) shall be one who has legal as well as technical background.
- b) The language of the arbitration proceedings shall be English.
- c) The place of arbitration proceedings shall be Chennai.

**16) FORCE MAJEURE:**

a. If any time during the continuance of the contract the performance inwhole 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, lockouts 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.

**17) CANCELLATION:**

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

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

**SPECIFICATION FOR PAINTING OF A GALVANISED MAST**

Painting is a accepted method of protection against corrosion, wear, decay and other factors which affect the durability of the structures. In addition, painting of the masts according to a specific colour scheme is obligatory as per "International Civil Aviation Regulations", which are reproduced as follows:

" The towers shall be painted in alternate bands of International Orange and White paints. The bands shall be perpendicular to the longest dimension and have a width of approximately 1/7 th of the longest dimension for towers . The Orange and White paints shall be of equal width terminating with Orange bands at both top and bottom."

The painting shall be done in the following sequence.

**A) Preparation of Surface:**

All dust, dirt, grease, rust add scale, if any, should be thoroughly removed. Existing paint should be scrapped and removed .Degreasing is an essential preliminary for removing dirt and grease. Solutions of soap, or other detergents should be used. After the dirt has been removed, the work should be thoroughly rinsed off with plenty of clean water.

**B) Pre-treatment by Etching:**

After degreasing and cleaning, when the work is absolutely dried, the surface is to be prepared for receiving the paint by etching. For this purpose, a priming coat of wash/etch primer should be given. The etch primer shall be of a reputed make and of a composition specifically used for zinc surfaces.

**C) Priming under Coat:**

After the above coat is dried, but without too much delay, a coat of zinc chromate primer should be applied. The priming coat should be allowed to dry for a minimum period of 72 hours before application of the next coat.

**D) Final coats of paints:**

The finishing coats of high quality exterior class paint shall be applied. The first coat shall be allowed to dry for at least 48 hours before the second coat is applied. The paints, primers and thinner used must be of best quality and shall conform to the following specifications.

IS : 2074 - 1962 (Revised up to date) - Ready mixed paint ,redoxide zinc chrome priming.

IS : 2932 - 1964 (Revised up to date) - Enamel synthetic, exterior type.

IS : 1745 -1961 (Revised up to date) – Petroleum Hydrocarbon solvents (thinner).

The correct shade for International Orange corresponds to "592 – International Orange" as per IS : 5 - 1961 (Revised up to date).

**PRASAR BHARATI**  
**(BROADCASTING CORPORATION OF INDIA)**  
**OFFICE OF THE ADDITIONAL DIRECTOR GENERAL ENGINEER (SOUTH ZONE)**  
**ALL INDIA RADIO & DOORDARSHAN**  
**CHENNAI.5**

No. CE (SZ)/INST/AIR/I.O.433/2011 P

Dated:

This AGREEMENT made this day ---- ----- Two Thousand Eleven BETWEEN THE ADDITIONAL DIRECTOR GENERAL ENGINEERING (SZ), ALL INDIA RADIO & DOORDARSHAN, CHENNAI-600005, for and on behalf of the PRASAR BHARATI, (BROADCASTING CORPORATION OF INDIA) having its office at Swami Sivananda salai, Chennai-5, herein after called **THE AUTHORITY** which expression shall unless excluded by or repugnant to the context be deemed to included their successor and assigns of the ONE PART AND.

On behalf of -----

Herein after called **"THE CONTRACTOR"** which expressions shall excluded by or repugnant to the context be deemed to included their heirs executors, administrator, representatives.

**NOW THE AGREEMENT WITNESSTH AS FOLLOW:**

The following documents shall be deemed to form & here and & constituted as part of this agreement and shall be binding upon parties.

1. **WORK:**  
**Painting of the Mast at \_\_\_\_\_**

2. **COMPLETION OF WORK:**

The work should commence immediately. Work in all respect should be completed within 90 days from the date of the Work Order subject to force Major clause.

3. **PLACE OF WORK :**

4. **CONTRACT AMOUNT & DESCRIPTION OF WORKS:**

Contract amount:

Description of works: Painting of the Mast at -----

5. **CONSIGNEE:**

6. **TERMS OF Work:**

- (a) Contractor shall make his own arrangement for procuring the necessary labour, skilled & unskilled. He should conform to all local Govt. rules & regulation concerning labour & their employment. The Contractor and his employee will comply with the regulation in force for controlled entry into Transmitter premises.

- (b) The Contractor shall make good of all damages, to the purchasers building, property, RF Cable, equipment and articles, however, arising from the painting of the tower. The Contractor shall indemnify and hold harmless the purchaser against all claims against injury or death to any of its persons/labourers during the course of the painting of the tower. The Contractor shall discharge all of his obligations under the Indian workman's compensation Act in as far as loss of life /injury to workman in his employment.

**10. GUARANTEE / WARRANTY**

The guarantee period shall be 12 months from the date of completion of the work. During this period, the Contractor should repair / replace free of charge any part that become defective due to faulty material / workmanship.

**11 THIS GUARANTEE:**

- (a) Does not extend to consequential damages or lost.  
(b) Is null & void. If repairs & modification are carried out without Contractor's approval in writing.

**12. FORCE MAJEURE:**

If any time due to the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war hostility acts or the public money, civil committed sabotage, fires, floods, explosions, epidemic, quarantine restrictions, lock outs or acts of God (herein after referred to as EVENT'S) provided notice or happening of any such eventuality as given by either party to the other within 21 days from the date of occurrence thereof, the purchaser shall by reason of such event, neither is he entitled to cancel this order nor shall have any claim for damages against the contractor in respect of such non-performance or delay in performance and delivery and the contract shall be resumed as soon as practicable after such events have come to an end or ceased to exist. The decision of the Additional Director General Engineer (SZ), AIR & DD, as to whether the work has been so resumed or not shall be final & conclusive.

**13. ARBITRATION:**

In the event of any dispute on difference between the parties arising however from this contract, the same may be amicably settled, be referred to two arbitrators shall before entering upon the reference, appoint an umpire, as the case may shall be final and binding between the parties. The arbitration proceedings shall take place in Delhi. this is an agreement for arbitration within the meaning of India Arbitration Act, 1940, including any statutory reenacting of modification thereof.

**14. COMPLETENESS OF THE CONTRACT:**

All items whether specifically mentioned or not but which are usual or required to complete the work and to ensure safe & satisfactory operation are to be provided by the contractor without any extra charge. All appliance, apparatus, labour or materials which may be necessary to complete the work in accordance with the indent or purpose of the specification shall be considered to be in the scope of

work of the contract and shall be furnished without any extra cost as fully described and called for in these specifications and shown in the drawings.

**15. INSURANCE OF PERSONNEL:**

The contractor shall take insurance for his men while working at AIR site, against any injury, accidents death etc.

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 contractor shall also observe the provision under minimum wages Act 1948 (Central) Rules 1950 amended from time to time while engaging labour.

The contractor shall indemnify and hold harmless the AUTHORITY and Purchaser against all claims in respect of injury or life to any person howsoever arising out of the work in the course of such installation. The contractor shall discharge his entire obligation under the Indian Workmen Compensation Act in as far as it affects workmen in his employment.

Should this contract be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the said contract or in default thereof to forfeit and pay to the president of India or his successors in office, the sum of money mentioned in the said conditions of security deposit without prejudice to any other rights of the president.

The terms & conditions of the contract have explained to me / us & I / we certify that I / We clearly have understood & accepted them.

SIGNED SEALED &  
DELIVERED BY

DIRECTOR ENGINEERING  
O/o ADDITIONAL DIRECTOR GENERAL (SOUTH ZONE)  
ALL INDIA RADIO & DOORDARSHAN, CHENNAI

Seal of the company  
Sign of the Director/  
Authorized Person of the Company.