

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

NO. CESZ/PUR-1/31/MASM/2011-12

Date: 02.08.2011

To:

**Sub.: Enquiry Hoisting of RF cables at AIR Stations in South Zone.**

Dear Sirs,

This office is interested in the following Stores/works as specification given below/attached and invites your quotation

Sl. No.	Description of works	Height of tower	Qty.	Amount (Rs.)
1.a)	<b><u>AIR, Vijayawada:</u></b> Hoisting of double dipole antenna on 100 mtrs. self supporting Tower , fixing of power divider and connecting power divider outputs to Antenna  Hoisting of 1 <sup>5</sup> / <sub>8</sub> " RF Cable and Terminating the cable to Power divider at one end and to the TR output at the other end. Cable should be clamped at regular intervals. The extra length of RF cable has to be looped properly on the tower/horizontal cable ray at AIR, Vijayawada. <b>Length of the RF cable: 120 mtrs.</b>	100 Mtrs.	1 Job	
1 b).	<b>Supply of 1<sup>5</sup>/<sub>8</sub>" RF Cable Galvanized clamps</b>		80 Nos.	
2.a).	<b><u>AIR, Srikakulam:</u></b> Hoisting of 6 bay antenna on 50 mtrs. self supporting Tower , fixing of power divider and connecting power divider outputs to Antenna  Hoisting of 3 <sup>1</sup> / <sub>8</sub> " RF Cable and Terminating the cable to Power divider input at one end and to the TR output at the other end. Cable should be clamped at regular intervals. The cable should be connected to the power divider. The extra length of RF cable has to be looped properly on the tower/horizontal cable ray at AIR, Srikakulam. <b>Length of the RF cable: 120 mtrs.</b>	50 Mtrs.	1 Job	
2.b)	<b>Supply of 3<sup>1</sup>/<sub>8</sub>" RF Cable Galvanized clamps</b>		50Nos.	

Sl. No.	Description of works	Height of tower	Qty.	Amount (Rs.)
3.	<b><u>AIR, Madurai.</u></b> Hoisting of 3 1/8" RF Cable on self supporting 100 mtrs. Tower and Terminating the cable to Power divider input at one end and to the TR output at the other end. Cable should be clamped at regular intervals. The extra length of RF cable has to be looped properly on the tower/horizontal cable ray at AIR, Madurai. <b>Length of the RF cable: 120 mtrs</b>	100 Mtrs.	<b>1 Job</b>	
4.	<b><u>AIR, Tirunelveli.</u></b> Hoisting of 3 1/8" RF Cable on self supporting 100 mtrs. Tower and Terminating the cable to Power divider input at one end and to the TR output at the other end. Cable should be clamped at regular intervals. The extra length of RF cable has to be looped properly on the tower/horizontal cable ray at AIR, Tirunelveli. <b>Length of the RF cable: 120 mtrs</b>	100 Mtrs.	<b>1 Job</b>	

**Note:** Rate should be quoted individually for each site. The work will be awarded on lowest quoted rate site wise.

**Consignee:** Installation Officer/DDG Engg. /Dy. Director Engg., All India Radio, Vijayawada / Madurai / Tirunelveli / Srikakulam.

**Billing:** The Additional Director General Engg.(SZ), All India Radio & Doordarshan, Swami Sivananda Salai, Chennai-600 005.

- The work should be completed within 15 days of the issue of the work order. Work order will be issued on site wise on lowest quoted rate basis.
- Terms of Payment:** 100 % Payment on completion of work at each site.
- The quotation should be sent in a sealed cover addressed to the undersigned, by name, so as to reach on or before 17.08.2011 12.30 Hrs.
- THE COVER SHOULD BE SUPERSCRIBED WITH THE FOLLOWING:**
  - Work for which quotations are enclosed.
  - Reference to letter of enquiry.
  - Due date of opening quotation.
- The Quotations will be opened in this office at **3.00 P.M. on 17.08.2011** in the presence of tenderers or their agents such as they may choose to attend.
- QUOTATIONS NOT PROPERLY SUPERSCRIBED WILL NOT BE CONSIDERED.**
- The quotations submitted should remain open for acceptance for a period of **120 (One Twenty) days** from the date of opening.

8. 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.**
9. **Taxes: Sales Tax/Service/Works contract tax/Trade tax leviable and intended to be claimed from the purchaser should be distinctly shown along with prices quoted. Where this is not done, no claim for taxes will be admitted at any later stage and on any ground whatsoever.**
10. 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 till they are taken over by the indenter/his representative. 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 indenter or his representative at site.
11. The contractor shall make his/her own arrangements for procuring necessary labour, skilled and unskilled. He should conform to all local government laws and regulations covering labour and their employment.
12. The contractor and his employees shall comply with the regulation in force for controlled entry into premises where work is being carried out.
13. **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 indenter 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
14. The Contractor shall take insurance for the RF cable against any damage during Installation and completion in full and strictly in accordance with the specifications.
15. 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.
16. 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.
17. The contractor shall indemnify and hold harmless the purchaser against all claims in respect of injury 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 for as it affects workmen in his Employment.

**18. 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 Addl. DG (Engg.) (SZ).

19. The work shall be carried out in coordination with the DDG/DD Engg./Installation Office, All India Radio, at site and Addl. DG (Engg.) (SZ) or their representative.
20. The sum of money due and payable to the contractor including security deposit returnable to him under the contract may be appropriated by the purchaser or Government or other person or persons contracting through the Addl. DG (Engg.) and or against any claim of the purchaser or Government or such other person or persons for the payment of a sum of money arising, out of under any other contract made by the contractor separately with purchaser or government or such other person or persons.
21. **RIGHT OF ACCEPTANCE:** The Addl. DG (Engg.) (SZ), AIR & TV, reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever. Further, the undersigned reserves himself 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.
22. The Addl. DG (Engg.) (SZ), AIR & TV, also reserves the right to place **Repeat Order** for 100% or less quantity for which the quotation has been originally invited/order placed.

The Tender Documents & **Contract Agreement form** are made available in the following websites. The successful bidder has to enter into an agreement with department.

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

Yours faithfully,

Sd/-

( **C.MOOKAN** )

Director (Engg.)

*For Addl. Director General (Engg.)(SZ)*

*Encl:-As above.*

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

**NO. CESZ/PUR-1/31/MASM/2011-12**

This AGREEMENT made this day ---- ----- Two Thousand Eleven BETWEEN THE Addl. DG (Engg.) (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.

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 WITHNESSTH 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:**

**Hoisting of 1<sup>5</sup>/<sub>8</sub>" /3<sup>1</sup>/<sub>8</sub>" RF Cable on 100/50/100/100 metres self supporting towers at AIR, Vijayawada/Srikakulam/Madurai/Tirunelveli respectively.**

2. **COMPLETION OF WORK:**

**The work should commence immediately on receipt of Work Order and Work in all respects should be completed within 15 days from the date of the Work Order subject to force Majeure clause.**

3. **PLACE OF WORK :**

**AIR, Vijayawada/Srikakulam/Madurai/Tirunelveli**

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

**Contract amount: Rs. -----/- (Rupees ----- Only)**

**Description of works: Hoisting of Antenna and/or1<sup>5</sup>/<sub>8</sub>" /3<sup>1</sup>/<sub>8</sub>" RF Cable on the 100/50 mtrs. of self supporting towers**

5. **CONSIGNEE: InstallationOfficer, AIR,**

**Vijayawada/Srikakulam/Madurai/Tirunelveli**

6. **TERMS OF DELIVERY:**

- (a) Free delivery at site. The firm will arrange to receive the equipment at site. The purchaser shall however provide storage space to the contractors for storing the equipment on the clear understanding that such storage is being arranged at the risk of the contractor.
- (b) 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 premises where the work is to be carried out.

- (c) The Contractor shall make good of all damages, to the purchasers building, property, equipment and articles, however, arising from the erection of the equipment. The Contractor shall indemnify and hold harmless the purchaser against all claims one of the erection of the equipment in the course of the installation. 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.

#### **7. STATUTORY DUTIES & TAXES:**

- (a) Any statutory variation in the Excise Duty within the delivery date will be adjusted by the purchaser.
- (b) The purchase does not take into account the incidence of Sales Tax. In case Sales Tax is levied in this works contract the same shall be reimbursed to the Contractor by the purchaser.
- (c) Sales Tax as applicable shall be paid on spares & Tools.

#### **8. 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.

##### **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.

#### **9. LIQUIDATED DAMAGE:**

"If the Contractor is unable to complete the supply/work within the stipulated time for reason not attributable to him the purchaser will allow such additional time as he may consider justified damage and without altering the terms & conditions of the Contractor to complete the supply within the stipulated time limit or the extended time. The purchaser has the right to impose a liquidated damage @ ½% of the contract value per week or part thereof. The Contractors liability for delay however shall not be exceeded 5% of the total contract value.

#### **10. 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 Engg. (SZ), AIR & DD, as to whether the work has been so resumed or not shall be final & conclusive.

## **11. ARBITRATION:**

In the event of any dispute or difference between the parties arising however from this contract, the same may be amicably settled, or referred to two arbitrators shall before entering upon the reference, appoint an umpire, as the case may 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 reenactment or modification thereof.

## **12. 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 appliances, 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.

## **13. INSURANCE OF WORK:**

The tender will insure entire equipment and materials for transit storage during erection and up to commissioning against losses, damages due to fire, earthquake, war, floods, insurrections etc. No claims would be admissible on this account.

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  
Seal of the company  
Authorized Person of the Company.

**(C.MOOKAN )**  
Director (Engg.)  
Addl. D G (Engg.) (SZ)  
AIR & DD, CHENNAI  
For & on behalf of  
President of India

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

**NO. CESZ/PUR-1/31/MASM/2011-12**

**CONSTITUTIONS OF CONTRACT**

**GENERAL CONDITIONS:**

1. Interpretation Clause.

The PRASAR BHARATI means the Prasar Bharati (Broadcasting Corporation of India) and his successor.

The Addl. DG (Engg.) (SZ) means the Additional Director General Engineering (SZ). DDG (Engg.) means the Deputy Director General Engineering of this office. Office of the Addl. DG (Engg.) (SZ), All India Radio & TV. The Director General means the Director General of All India Radio.

The expression "Work" or "Works" where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions, be construed and taken to mean the works by or by virtue of the permanent, and whether original, altered, substituted or additional. Words importing the singular number only include the plural number and vice versa.

2. The persons(s) whose Tender may be accepted (herein after called the Contractors(s) shall (A) within ten days of the receipt by him/them of the Notification of the acceptance of his/their deposit with the Addl. DG (Engg.) (South Zone) in each or Prasar Bharati securities endorsed to the Addl. DG (Engg.) (SZ) (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him / them with his / their tender to make up the full security deposits all compensation or other sums of money payable by the Contractor otherwise 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 any sum which may be due or become due to the Contractor(s) by Prasar Bharati 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 Prasar Bharati securities inducted as aforesaid any sum or sums which may be deducted from or raised by the sale of his / their security deposit or any part thereof.

3. The contractor(s) is / are to provide everything of every sort of kind (with the exceptions noted in the schedule 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 drawings and specifications taken together which are to be signed by the Addl. DG (Engg.) (SZ) / DDG (Engg.) and the contractor(s) whether the same may or may not be particularly described in the specifications or shown on the drawings provided that the same are reasonable inferred there from and the case of any discrepancy between the drawings and the specification the Addl. DG (Engg.) (South Zone) / DDG (Engg.) is to be decided which shall be followed.

However, the Addl. DG (Engg.) (SZ)/DDG (Engg.) may at his option on the request of the contractor, provide him with such tools or accessories as may be in his disposal and can be conveniently loaned vide the contract with any tools or accessories, the contractor shall deposit as condition precedent a refundable security to the extent of the full value

of the materials to be loaned to him. The decision of the Addl. DG (Engg.) (SZ) as to the value of the materials shall be final and binding. The contractor shall be responsible for collecting these tools or accessories from such office, as the Addl. DG (Engg.) (SZ)/DDG (Engg.) may specify and shall hold the same at his risk and be responsible for and make good their loss or damage due to any cause whatsoever and ensure return of the same at his cost in as good condition as these were loaned fair wear and tear excluded to such place as may be specified by the Addl. DG (Engg.) (SZ)/DDG (Engg.). The Security deposit amount shall be arranged to be refunded to the contractor by the Addl. DG (Engg.) (SZ)/DDG (Engg.) on return, in good condition, of the loaned items. The Contractor(s) shall also provide all necessary fencing & lights required to protect the public from accident and shall be bound to bear the expense of defense of every suit, action or other proceeding at that may be brought by any person for injury sustained owing to negligence of the above precaution and to pay any damages and costs which may be awarded in any such suit, action & proceedings to any such person or which may with the consent of the contractor(s) be paid to compromise any claim by any such person.

4. The contractor(s) is / are to set out the whole of the work in conjunction with an Officer to be deputed by the Addl. DG (Engg.) (SZ)/DDG (Engg.) and during the progress of the works to amend on the requisition of the Addl. DG (Engg.) (SZ)/DDG (Engg.) any errors which may arise there in and provide all the necessary labour and materials for so doing. The Contractor(s) is / are to provide all plant, labour & materials (excepting the materials noted the schedule attached which will be supplied free of cost) which may be necessary & requisite for the work, All materials and workmanship are to be the best of their respective kinds. The Contractor(s) is / are to leave the works in all respects clean and perfect at the completion thereof. All materials supplied to the Contractor and fund surplus after the completion of the work shall be returned to the Addl. DG (Engg.) (SZ) in good condition.

5. Complete copies of the drawings and specifications signed by the Addl. DG (Engg.) (SZ)/Director (Engg.) shall be furnished by him to the Contractor(s) for his/their own use and the same or copies thereof shall be kept by the Contractor(s) in the site of the work.

6. All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open for the inspection and supervision of the Addl. DG (Engg.) (SZ)/DDG (Engg.) and his subordinates and the Contractor(s) shall at all times during the usual working hours at all other times of which reasonable notice of the intention, of the Addl. DG (Engg.) (SZ)/DDG (Engg.) 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 responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor(s)/his agent shall be considered to have the same force as if any had been given to the contractor(s) himself/themselves. The Addl. DG (Engg.) (SZ)/ DDG (Engg.) may require the contractor(s) to dismiss any person in the contractor(s) employ upon the work who may be incompetent or misconduct himself & the contractor(s) is / are forthwith to comply with such requirements.

7. The Contractor(s) is/are not to vary or deviate from the drawing specifications or instructions or execute any extra work of any kind whatsoever unless upon the authority of the Addl. DG (Engg.) (SZ)/DDG (Engg.) sufficiently showing by an order in writing or by any plan or drawing expressly given and signed by him as an extra or variation or any subsequent written approval signed by him. If compliance with the Addl. DG (Engg.) (SZ) /DDG (Engg.)'s aforesaid Order, Plan or drawing or approval involve extra work and /or expense beyond that involved execution of the contractor work, then unless the same were issued in consequence of some breach of this contractor the part of the contractor(s), the latter shall be entitled to be paid the price of the said work to be valued as herein after provided and / or the expense aforesaid.

8 (a) The Addl. DG (Engg.) (SZ)/DDG (Engg.) shall have power to make any alteration in commissions from addition to or substitutions for the original specification, drawing & instructions that could not be envisaged earlier and become a necessity for technical or other reasons 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 Addl. DG (Engg.) (SZ)/DDG (Engg.). Such additions, commissions, alterations or substitutions shall not vitiate contract but shall be measured, valued and certified by the Addl. DG (Engg.) (SZ)/DDG (Engg.) and the rate for such additional items of work will be the same as for similar items of work in the contract, in the same or lump sum contracts such rates will be determined on a proportionate basis viz. value by total work. If, owner, it is not possible to fix the rates in this fashion, a rate mutually agreed to by the contractor(s) and the Addl. DG (Engg.) (SZ)/DDG (Engg.) will apply.

(b) The Addl. DG (Engg.) (SZ)/DDG (Engg.) shall have full power to ask the contractor to stop the work for a 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 Addl. DG (Engg.) (SZ) / DDG (Engg.). This period shall not include the days on which the contractor may stop work of his own accord and at his own responsibility or as a result of damage to any part of the equipment owing to accidents during the execution of work.

9. The Contractor(s) shall give not less than 'five days' notice in writing to the Addl. DG (Engg.) (SZ)/DDG (Engg.) before covering up or otherwise placing beyond the reach of measurement any work in order that additions, Omissions and alterations not covered by the original contract may be measured and correct dimensions thereof taken before the same are so covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, any work without the consent in writing of the Addl. DG (Engg.) (SZ)/DDG (Engg.) and if any work shall be covered up or placed beyond the reach of measurement, the same shall be uncovered at the contractor(s) expense or in default thereof no payment of allowance shall be made for such work or the materials with which the same was executed.

10. All the works 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 contractor(s) or any other person without the special license and consent in writing of the Addl. DG (Engg.) (SZ), but the President need not be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen, injured by weather or otherwise.

11. The Addl. DG (Engg.) (SZ)/DDG (Engg.) has full power to require the removal from the premises of all the materials which, in his opinion are not in accordance with the specifications and in case of default, the Addl. DG (Engg.) (SZ) / DDG (Engg.) is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Addl. DG (Engg.) (SZ)/DDG (Engg.) is also to have full power to require other proper materials to be substituted therefore and in case of default the Addl. DG (Engg.) (SZ)/Director may cause the same to be supplied and all costs which may attend such removal and substitutions are to be borne by the Contractor(s).

12. If in the opinion of the Addl. DG (Engg.) (SZ)/DDG (Engg.) any of the works have been executed with improper materials of defective workmanship, the contractor(s) in / are when required by the Addl. DG (Engg.) (SZ)/DDG (Engg.) forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor(s) in so doing within a week the Addl. DG (Engg.) (SZ)/DDG (Engg.) 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).

13. Any defects, shrinkage or other fault which may appear within one year from the completion of the work arising out of defective workmanship are upon the direction of the Addl. DG (Engg.) (SZ)/DDG (Engg.) to be amended and made good by the contractor(s) at his/their own cost (unless the Addl. DG (Engg.) (SZ) / DDG (Engg.) 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 (of which the certificate of the Addl. DG (Engg.) (SZ)/DDG (Engg.) shall be final) from any sum that may be then or 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.

14. (a) From the commencement of the works to the completion of the same they are to be under the contractor(s) charge.

The Contractor(s) shall remain responsible for the same and for the proper execution of the work according to specifications and directions of the Addl. DG (Engg.) (SZ)/DDG (Engg.). In the event of loss or damage to Government property or of materials directly handed over to the contractor or otherwise existing the premises where work is being executed by the contractor at any stage of progress of the work, the Addl. DG (Engg.) (SZ)/DDG (Engg.) shall have the option to decide on primary available evidence, the likely liability of the contractor towards the damages as contemplated in this clause, if in his opinion it be necessary to do so to protect Government interest. The Addl. DG (Engg.) (SZ)/DDG (Engg.) shall in case where be decided that the contractor has incurred liability and call upon him to pay the same within a specified date. On the contractor's failure to comply, the Addl. DG (Engg.) (SZ) / DDG (Engg.) shall have the right to deduct the amount to damage so assessed from the interest arising for deposit which may be due or from any sum including the security deposit which may be due or may become due to the contractor(s) by Government on any account whatsoever. Such action shall be held valid till a final decision on the liability for the damage is arrived at in the matter through arbitration (if necessary as provided in clause 29). If on a reference to arbitration, the arbitrator considers the findings of the Addl. DG (Engg.) (SZ)/DDG (Engg.) not maintainable, the Govt. shall forthwith return the money deducted as aforesaid.

The contractor(s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the said and tools & accessories and other materials by fire or their causes and to held the President harmless from any claims or injuries to persons or for structural damage to property, happening from any part of the contractor(s) or of any one in his/their employees during the execution or the work.

14.(b) If the contractor(s) or his/their work people or servants break, deface, injure or destroy any portion of the premises in which they may be working of any building, road, road-curbs, fence-enclosure, water-pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated land, continuous to the premises on which the work or any part of its being executed, the contractor(s) shall make good the same at his/their own expense or in default the Addl. DG (Engg.) (SZ) / DDG (Engg.) may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Addl. DG (Engg.) (SZ)/DDG (Engg.) shall be final) from any sum that may be due or at any time thereafter may become due to contractor(s) by Government under the contract or otherwise, or from his/their security deposits, on the proceeds thereof, or of a sufficient portion thereof.

15. The Addl. DG (Engg.) (SZ)/DDG (Engg.) is to have full power to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor(s)/are to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such 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 may happen to or be occasioned by any such fittings or other works.

16. The works comprised in this tender are to be commenced immediately on receipt of written orders from the Addl. DG (Engg.) (SZ)/DDG (Engg.) to commence work. The time allowed for carrying out the job as entered in the Tender shall be strictly observed by the contractor(s) and shall be reckoned from the date on which the order to commence work is given to the contractor(s). The work shall through the stipulated of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor(s) and the contractor(s) shall pay as compensation and amount equal to 1% on such similar amount as the Director General (Whose decision in writing shall be final) may decide on the amount of the contractor everyday that the work remains uncompleted 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  $\frac{1}{4}$ th of the whole of the work before  $\frac{1}{4}$ th of the whole time allowed under the contract has elapsed  $\frac{1}{2}$  of the job before  $\frac{1}{2}$  of such time has elapsed &  $\frac{3}{4}$  of the work before  $\frac{3}{4}$  of the work before  $\frac{3}{4}$  of such time has elapsed. In the event of the contractor(s) failing to comply with this condition he/they shall be liable to pay as compensation as amount equal to one percent, or such similar amount as the Director General (Whose decision in writing shall be final) may decide on the said amount of the contract for everyday that the due quantity of work remains incomplete, provided always that the entire amount of the compensation to be paid under the provision of this clause shall not exceed 10% of the amount of the contract.

17. In any case in which under any clause or clause of the contract the contractor(s) shall have rendered himself/themselves liable to pay compensation amounting to the whole of his/their security deposit (whatsoever paid in one sum or deducted by installments, or 10% of the amount of contractor whichever is less or committed a breach of any of the terms contained in clause-26 the Addl. DG (Engg.) (SZ)/ DDG (Engg.) 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 Addl. DG (Engg.) (SZ)/DDG (Engg.) 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 the 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 the Price of the materials of the amount of which cost and price a certificate of the Addl. DG (Engg.) (SZ)/DDG (Engg.) shall be final and conclusive against the contractor(s) and crediting him/them with the value of the work done, the certificate of the Addl. DG (Engg.) (SZ)/DDG (Engg.) as to the value of the work done, shall be final and conclusive against the contractor(s).

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 expenses which may be incurred in excess of the sum which would have been paid to the original contractor(s) in the whole work had been executed by him/them (of the amount of which excess the certificate in writing of the Addl. DG (Engg.) (SZ)/DDG (Engg.) shall be final and conclusive & shall be born 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 or from his/their security deposits or the proceeds of sale thereof or as sufficient part thereof.

In the event of any of the above courses being adopted by the Addl. DG (Engg.) (SZ)/DDG (Engg.) the contractor(s) shall have no claim or compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered into any engagements, or made any advances 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 be paid any sum for any work therefore actually performed under the contract, unless and until the Addl. DG (Engg.) (SZ)/DDG (Engg.) will have certified in writing the performance of such work and the value payable in respect thereof, and he/they shall only be entitled to be paid the value so certified.

18. In any case in which any of the powers conferred upon the Addl. DG (Engg.) (SZ)/DDG (Engg.) by clause-17 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof 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 clause hereof he is / they are declared liable to pay compensation amount to the whole 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 Addl. DG (Engg.) (SZ) / DDG (Engg.) putting in force either of the power(s) or vested in him under the proceedings clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the works, or the site thereof or belonging to the contractor(s) or procured by him/them and intended to be used for the execution of work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Addl. DG (Engg.) (SZ) / DDG (Engg.) whose certificate thereof shall be final, otherwise the Addl. DG (Engg.) (SZ) / DDG (Engg.) may be notified in writing to the contractor(s) or his/their clerk of the works, Foreman or other authorized agent requesting 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) failing to comply with any such requisition the Addl. DG (Engg.) (SZ) / DDG (Engg.) may remove them at the contractor(s)'s expense or sale them by auction or private sale on account of the contractor(s) and at his/their risk in all respects, and the certificate of the Addl. DG (Engg.) (SZ) / DDG (Engg.) as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor(s).

19. Provided nevertheless that if the contractor(s) shall be of the opinion that he/they is/are entitled to any extension of time on account of any delay due to any increment whether or causes not under the control of the contractor(s) in consequence of orders to that effect from the Addl. DG (Engg.) (SZ) / DDG (Engg.) which orders the Addl. DG (Engg.) (SZ) / DDG (Engg.) is hereby empowered to give him/them in any or either of such cases it shall be competent for the Addl. DG (Engg.) (SZ) / DDG (Engg.) by an order in writing to extend the aforesaid for final completion by such a period/periods as he shall deem reasonable and the contractor(s) is / are to complete the works within such extended periods as aforesaid. Provided that the contractor(s) shall not be entitled to any extension of time unless he / they shall within 3 days after the happening of the event, in respect of which he/they shall consider himself/themselves entitled to any extension, give to the Addl. DG (Engg.) (SZ) / DDG (Engg.) written notice of such claim to any extension of time and of the grounds of the amount thereof unless in any case the Addl. DG (Engg.) (SZ) / DDG (Engg.) shall in his discretion dispense with such notice and certify for any extension of any time. Nevertheless and in case of any extension of time the aforesaid provision 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-16 even in the absence of the notice or certificate.

20. The contractor shall not be assigned or sublet without the written approval of the Addl. DG (Engg.) (SZ) / DDG (Engg.). And if the contractor(s) shall assign or sublet his/their contract or attempt so to do, or become insolvent or commence any insolvency or make any composition with his/their creditors or attempt to do so, or if any bribe, gratuity gift, loan, perquisite, reward or 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 Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Addl. DG (Engg.) (SZ) / DDG (Engg.) may thereupon by notice in writing rescind thereupon stand forfeited and he absolutely at the disposal of Government and the same consequences shall ensue if the contract had been rescinded under clause-17 hereof, and in addition to the contractor(s) shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

21. 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% of the total value of the work done which will be retained for 1 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 works. The payments 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 Addl. DG (Engg.) (SZ) / DDG (Engg.).

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 of such omissions, additions or variations 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-14 whether or not the same may be noticed, by the Additional Director General (Engg.) (SZ) / DDG (Engg.) at the time or subsequently to the grant of any such certificate.

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

Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-à-vis the President of India.

23. A certificate of the Addl. DG (Engg.) (SZ) Or an award of the referee 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 contractor(s) is/are entitled to receive payment of the final balance, but without prejudice to the liability of the contractor(s) under the provisions of clause-13. No such certificate shall, however, be given nor shall the work be considered to be completed until the contractor(s) shall have removed all such folding surplus materials and rubbish and cleaned off the dirt from wood works doors, windows, walls, floors or other parts of any building in, upon or about which the work is to be executed or of which he/they may have/had possession for the purpose of the execution thereof nor until the additions, omissions and alterations referred to in clause-8 shall have been measured by the Addl. DG (Engg.) (SZ)/DDG (Engg.) whose measurement shall be binding and conclusive against the contractor(s).

If the contractor(s) shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbing and cleaning off dirt on or before the date fixed for the completion of the work, the Addl. DG (Engg.) (SZ) / DDG (Engg.) 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 dirt as aforesaid, and the contractor(s) shall forthwith pay the amount of all expenses so incurred, and shall have not claim in respect of any such scaffolding or surplus materials as aforesaid for any sum actually realized from the sale thereof.

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

25. No labourer below the age of 14 years shall be employed on the work.

26. Fair wage clause.

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

#### **E X P L A N A T I O N**

"Fair Wage" means wage whether for time or piece work fixed by law or otherwise and notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the C.P.W.D. for the district 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 any labour engaged by his sub-contractors in connection with the said work, as the labourers had been immediately employed by him.

c) In respect of all labours indirectly or directly employed in the works for the performance of the contractor's part of the agreement, the contractor shall comply with or cause to be complied with the Central Works Department Contractor's labour regulation made by the Government in regard to payment wages, wage period deductions unauthorized made, maintenance of wage register & wage cards, publication and submission of periodical returns and all other matters of same nature;.

d) The Addl. DG (Engg.) (SZ) shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations.

e) Vis-à-vis the Central Government of 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 indemnity from his sub-contractors.

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

g) The contractor shall adhere to (I) the minimum wages Act.

27. The workman compensation Act, the factories Act & other relevant labour laws.

28. 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 or damage sustained and whether or not any damage shall have been sustained.

29. 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 Addl. DG (Engg.) (SZ) for his information.

30. All disputes, differences or questions including the subject matter of the contract or the rights & liabilities of the parties hereunder or however arising between the parties except those, the decision whereof is hereinbefore 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 arbitration Act, 194 or any statutory modification reenactment thereof and the rules made there under for the time being in force shall apply to such arbitrary work under the contract shall, if responsibility possible, continue during the arbitration proceedings.

31. If any time after the commencement of the work, the President shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Addl. DG (Engg.) (SZ) shall give notice in writing of the fact to the contractor(s) that he shall have no claim to any payment or compensations whatsoever on account of any profit or advantages which he/they might have desired from the Executive of the work in full amount of the work not having been carried out neither shall he / they have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings and instruction which shall involve any curtailment or increase of the work as originally contemplated.

32. In the case of any class of work for which there is no such specifications as is mentioned in Rule – 1, such shall be carried out in all respects in accordance with the instructions and requirements of the Addl. DG (Engg.) (SZ).

33. The contractor(s) shall at all times indemnify the President against any claim which may be made under the workman compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation in consequence of any accident or injury sustained by any workman or other reason whether on the employment of the contractor(s) or not. In every such case including cases in which by virtue of the provisions of section – 12, Sub-Section (1) of the workman's compensation Act, 1923, Government is obliged to pay compensation to a worker employed by the contractor(s) in execution of the works. Govt. will recover from the contractor(s) the amount of the compensation so paid, and without prejudice to the rights of Government shall be at liberty to recover such amount or any part thereof by deducting it from the Security deposit or from any sum due by Government to the contractor(s) whether under this contract or otherwise.

Government shall not be bound to contest any 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 to Government full security for all costs for which Government might become liable on consequence of contesting such claim.

34. 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 shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Signature of Contractor(s)

( C.MOOKAN )  
Director (Engg.)  
Addl. D G (Engg.) (SZ)  
AIR & DD, CHENNAI  
For & on behalf of President of India