

File No: 1(11)/2022-2023/E/Feeder Line/ 483

Date 02.09.2022

Enquiry

Subject: Cutting of GI feeder Pole & Pully Block Structure from bottom in the Aerial field 50 KW MW & 100 KW SW.

This office is interested in carrying out following works as per description of the works & Terms & Conditions given below:

Sr.No.	Description of Work	Qty.	Rate	Total
1.	Cutting of GI feeder Pole from bottom of the pole & Pully Block Structure of Counter Weight in the Aerial field 50 KW SW & 100 KW SW towards remote area of Chikuwadi and Ambujwadi . A). Specification of Poles Diameter of pole 16.5 cm bottom Thickness of pole 2.5 mm Height of pole 10 ft and 14.5 ft GST 18 %	25		
	B).Specification of Pully Block Structure of Counter Weight: Size of Angle L Type Angle 3inch x 3 inch separation (Total 24 Angles) of each pulley block Thickness of Angle 3mm Length of Angle 10 Feet GST 18 %	06		

Please see terms condition 1, 3, 5,&19 and others.

TERMS & CONDITIONS:

1. The interested agencies/ firms may visit the actual site on any working day during office hours with prior intimation ADE, AIR Malad (W), Mumbai 95.

2. Estimated cost is approximately Rs.13,500/- (Rs. Thirteen thousand Five Hundred only including 18% GST)

3. The quotation should be sent in a sealed cover addressed to the undersigned, by name, so as to reach on or **before 12.09.2022; 03.30 P.M** below mentioned the address: Prasar Bharati HPT All India Radio ,Marve Road, Malad (West) Mumbai 95.

THE COVER SHOULD BE SUPERSCRIBED WITH THE FOLLOWING:

a. supply/ work for which quotations are enclosed. B. reference to letter to enquiry. C. Due date of opening quotation.

4. The quotations will be opened in this office at 4.00 PM on 12.09.2022 in the presence of tenderers or their agents such as they may choose to attend.

5. EMD: Nil

6. Performance security: Nil

7. WORK COMPLETION PERIOD: The entire work shall be completed within 07days from the date of placement of order.

8. The prices given should be firm and as under:

(a) The prices quoted shall remain fixed during the entries period of supply/contract and shall not be subject to variation on any account.

(b) The unit price should be for the Unit as indicated in the tender enquiry.

(c) Prices quoted should be for F.O.R HPT AIR Malad

(d) The lowest tenderer will be decided on the basis of total price quoted

9. The contractor shall make his own arrangement of 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 indent or/his representative.

10. Warranty of work : Nil.

11. The contractor and his employees shall comply with the regulation in force for controlled entry into premises where work in being carried out any injury or any undue incident occurs with labour, contractor will be responsible.

12. Contractor liability for damage caused during work and imperfections noticed: If the contractor or his/her workmen or servants shall break ,deface, injure or destroyed any part of the equipments in which they may be working on any technical Equipments in the premises on which the work or any part of it as being executed, or if any defect, or other faults appear in the work the contractor shall make good at his/her own expense, or in default, the indent or may may get the same rectified and deduct the expenses from any amount that may be than due or at time thereafter may become due to the contractor.

13. The contractor shall take insurance for his men while working at AIR, site, against any injury, accidents death etc. Similarly the equipments, instruments, tools etc., belonging to the constrictor shall be insured against damage, loss, theft etc.

14. While engaging labour for carrying out obligation 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 1950 amended from time to time while engaging labour.

15. 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 Work men Compensation Act in as for as it affects workmen in his Employment.

16. **TERMS OF PAYMENT:** 100% payments will be released on satisfactory Completion of work

17. **QUOTATIONS NOT PROPERLY SUPERSCRIBED WILL NOT BE CONSIDERED.**

18. The quotations submitted shall remain open for acceptance for a period of **90 (Ninety) days** from the date of opening of the Tender. If any Tender/ Suppliers withdrawn his Tender / Quotation before the said period or makes any modifications in the Terms & Conditions on the Tender/ Quotation which are not acceptable to the Department.

19. Both your **PAN, GST Number** should be definitely indicated in your quotation.

20. **RIGHT OF ACCEPTANCE:** The undersigned reserves the right to reject the lowest tender or all the tenders without assigning any reasons whatsoever. Further, the undersigned reserve himself the right to increase or decrease up to 50% of the quantity of goods and service specified in the schedule of the requirement without any change in the unit price of the order quantities or other terms conditions at the of awards of contract. Prasar Bharti reserve himself the right of accepting the whole or any part of the Tender shall be bound to perform the same at the rate quoted.

21. **LANGUAGE/ UNITS :** All the information supplied by the Tenderer shall be in '**English/ Hindi Language**' only. All dimensions, unit on drawings, all references to weights, measures and quantities shall be in MKS.

22. In case this is second enquiry, your quotation in response to the first enquiry should be presumed to be valid up to 180 days from the last date mentioned in para 3 above unless we hear from you.

23. **Eligibility Criteria:** Nil.

24. **PENALTY FOR DELAY**

If the contractor is unable to complete the work within the stipulated time limit the purchaser may at his option allow such additional rime 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 work within the stipulated time or the extended time, the purchaser has the right to impose penalty and without alerting terms and conditions of the order. In the event of failure of the contractor to complete the work with the stipulated time or the extended time, the purchaser has the right to impose penalty of **0.5%** per week or part thereof the contract price. The contractor's liability for delay, however, shall not exceed 10% of the total contract price.

25. **ARBITRATION OF CONTRACTUAL DISPUTES:**

If disputes arise 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 disputes 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 Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

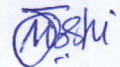
- a) The number of arbitrator(s) shall be one who has legal as well as technical Background.
- b) The place of arbitration proceeding shall be **Mumbai Only**.

26. 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 act of the public enemy. Civil commotion, sabotage, fires, floods, explosion, epidemics, Quarantine restrictions, strikes, lock-outs or act of God(therein after restriction refer to as events and provided notice of happening 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 events, neither be 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 shall be resumed as soon as practicable after such event have come to end and 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 reason of any such event for a period exceed 180 days, the purchaser and the contractor shall meet to find a neutral agreement to any effect resulting the reform or the purchaser shall be at liberty to take over from the contractor at order prices all unused, un-damaged and 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.

27. CANCELLATION:-

The purchaser reserve 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.



(Meena Joshi)
Assistant Director (E),
For Deputy Director General (E),
HPT, AIR , Malad(W), Mumbai-95.