

INDEX

Sr.No	DETAILS	PAGE No
1	Index	1
2	Invitation to Bid	2- 3
3	Instructions to Bidders	4
4	General Terms & Conditions	5-11
5	Annexure I (Technical Specification)	12-29
6	Drawing of Block Diagram	30
7	Annexure II Submission of tenders	31-35
8	Annexure III General Terms and Conditions for Supply/ Work Order	36-38
9	Annexure –A	39
10	Annexure –B	40
11	Annexure –C	41
12	Annexure – D, Annexure – E	42
13	Annexure – F, Annexure – G	43
14	Annexure – H, Annexure – I	44
15	Annexure – J	45
16	Annexure – K, Annexure – L	46
17	Annexure – M	47



E-Tender

PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
O/o ADDITIONAL DIRECTOR GENERAL (E) (WZ)
ALL INDIA RADIO & DOORDARSHAN
Pratishtha Bhavan, 3RD FLOOR
101, M.K.ROAD, MUMBAI-20.



No. ENGP/PI Racks for AIR Ratlam/11TR/2019-20

Dated. 28/01/2020

E - Tender

INVITATION TWO BID through e-Tendering

On behalf of the Prasar Bharati (India's Public service Broadcaster), **E-tenders** are invited by this Organization in the prescribed Bid Proforma under **two bid system**. The details of tender are given in the schedule below:

Sr. No		
1	Tender No.	No. ENGP/PI Rack for AIR Ratlam/11TR/2019-20/09
2	Supply/ Name of the work	Supply of Stereo & Digital Programme Input Cum Monitoring Rack FOR FM TR at All India Radio, Ratlam (M.P.).
3	Delivery Period	Six Months from the placement of supply order
4	Estimated Cost	Rs.740000/- (Seven lakh Forty thousand only)
5	Earnest Money Deposit	Rs.14800/- (Fourteen thousand eight hundred only)
	Bid Validity up to	180 (One Hundred and eighty Days) from the date of opening of Financial Bid.
	Security Deposit (i) Amount (ii) Validity	Required as per (General Terms & Conditions). i) 5% of the order value in form of Demand Draft / Bank Guarantee / FDR ii) 60 (sixty) days beyond the date of expiry of Warranty / Guarantee
	Correspondence	The Addl. Director General(E)(WZ), Kind attn. Ramesh Gharde (DDG- E) All India Radio & Doordarshan, AIR Project Section, Pratishtha Bhavan, 101, M.K. Road, Mumbai 400 020
	Paying Authority	The Addl. Director General(E)(WZ), All India Radio & Doordarshan, Pratishtha Bhavan, 101, M.K. Road, Mumbai 400 020
	Tender Opening Date	20/02/2020 Time 1500 hrs

11. Place of Delivery: Dy. Director (E), All India Radio, Ratlam (M.P).

12. Important Instructions:

The tender will be governed by the “Instructions to the Bidder”. “General Terms & Conditions” and “Technical Specifications”.

Two Bid System shall be followed for this tender. Tenderers should take due care to

submit tenders in accordance with requirement as specified in **“Instructions to Bidders”**.

Bid evaluation criteria shall be the basis for evaluation of tenders.

The Technical & Commercial Bid should be submitted online. The tenderer while submitting their bid, must adhere to the following instructions of Central Vigilance Commission, otherwise their offer is likely to be ignored.

- a) One Agent / Dealer / Supplier shall not represent two manufacturers or quote on their behalf in a particular tender i.e. one bidder shall quote one type of equipment in a particular tender.
- b) Tender documents submitted by the tenderer shall be serially page numbered.
- c) Tenderers should take due care while uploading the Tenders.

LIST OF MANDATORY DOCUMENTS (to be scanned and uploaded with tender)

- a) Copy of Tender fee, copy of EMD/NSIC/MSME certificate in case of claim of exemption of EMD.
- b) Copy of GST Registration certificates/No as applicable.
- c) Copy of PAN card.
- d) Annexure A, B, E, H, I and Annexure F, G & J on firm's letter head.
- e) Proof of experience. Clause 23 of page no.8 & 9
- f) Signed tender document.

The bids not complied with the above shall be summarily rejected.

Director (E)(Project)
For Addl. Director General (E)(WZ)
Tel. No. (022) 22053528
Email ID- mumbai.cewz@gmail.com
ddgairprojectwz@gmail.com

1. INSTRUCTIONS TO BIDDERS

Important Note:-

- a. Tender documents, Bid forms, general instructions to bidders and other details including amendments/changes can be viewed/downed free of cost from websites;
 - <https://www.tenderwizard.com/PB>,
 - <https://prasarbharati.gov.in> ,
 - <https://eprocure.gov.in>
- b. Brief instructions/guidelines for submitting quotation on e-tendering website/e-portal viz. <http://www.tenderwizard.com/PB> are given in Annexure II on page 31-35 of this document.
- c. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://tenderwizard.com/PB>.
- d. The tenders will be received online up to 14:00hrs on 20.02.2020 and will be opened at 15:00 hrs on the same day.
- e. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- f. All documents/papers uploaded/submitted by the bidder must be legible.
- g. To participate in e-bid, bidders shall be charged e-tendering processing charges @ 0.1% of estimated contract value + service Tax with minimum Cap Rs. 750/- only and maximum cap-Rs.7500/- only.
- h. Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as "0" (zero).
- i. Correspondence:
 - Our telephone Fax / Email address is:
Tel. No. (022) 22053528
Mobile 8169580120
Telefax No. 022 22014683.
 - Email ID- mumbai.cewz@gmail.com; ddgairprojectwz@gmail.com
 - All correspondence from tenderer / contractor shall be made to the Purchase Authority (by name), who has issued this tender.
 - All correspondence from tenderer / contractor shall be made as per correspondence address
- j. Lowest tender will be decided on the basis of the total cost of price bid.

LIST OF MANDATORY DOCUMENTS (to be scanned and uploaded with tender)

- a) Copy of Tender fee, copy of EMD/NSIC/MSME certificate in case of claim of exemption of EMD.
- b) Copy of GST Registration certificates/No as applicable.
- c) Copy of PAN card.
- d) Annexure A , B,E, H, I and Annexure F, G & J on firm's letter head.
- e) Proof of experience. Clause 23 of page no.8 & 9
- f) Signed tender document.

The bids not complied with the above shall be summarily rejected.

2. GENERAL TERMS & CONDITIONS

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

- a) The Prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
 - b) The 'Unit' price should be for the unit as indicated in the tender enquiry.
 - c) Prices quoted should be for delivery at given place in India and Inclusive of charges as packing customs, etc., wherever applicable.
 - d) The quotation should specifically mention rates for specified Supply/works & Taxes if any, separately.**
 - e) Prices including grand total are to be written in figure as well as in words.**
2. In case of Quotation of F. O. R Station of dispatch basis, the purchaser will not pay separately transit insurance and the supplier will be responsible until the stores arrive in good condition at the destination. Tender/quotation in which transit insurance has been specified as an additional item of expenditure is liable to be ignored.
3. The tender shall consists of namely:

A. EMD: Earnest Money amounting to **Rs.14800/-**(Fourteen thousand eight hundred only)in the form of **FDR/Demand Draft/Bank guarantee** on Nationalized Bank/Commercial Bank drawn in favour of **Prasar Bharati, CE(WZ),AIR & DD, Mumbai** should accompany the tender. EMD exemption is applicable for those who are registered with the central purchase organization, National small industries corporation (NSIC)/MSME or the Concerned Ministry or Department (MIB/DG:AIR/DG:DD). Bidders should upload valid NSIC/MSME Certificate of adequate monetary limit for the tendered stores/services.

FDR/ Demand draft of EMD shall be scanned and uploaded to e-tendering website within the period of bid submission.

Tender EMD deposit shall be placed in a single sealed envelope superscribed with tender reference no and date of opening and submitted so as to reach The Addl. Director General(E)(WZ), All India Radio & Doordarshan, AIR Project Section, Pratishtha Bhavan, 101, M. K. Road, Mumbai 400 020 before the scheduled time on the prescribed tender opening date. EMD received late shall be summarily rejected.

The following undertaking in this regard shall also be uploaded by the intending bidders:-

"The Physical EMD shall be deposited by me/us with the Additional Director General (E)(WZ) All India Radio & Doordarshan Mumbai calling the tender before the scheduled time on the prescribed tender opening date otherwise department may reject the tender and also take action to withdraw my/our enlistment."

The Earnest Money deposited by the tenderer shall be forfeited by this Organization in the following events:

- (a) If tender is withdrawn during the validity period or any extension thereof.**
 - (b) If tender is varied or modified in a manner not acceptable to this Organization during the validity period or any extension of the validity duly agreed by the bidder.**
 - (c) If a tenderer, whose tender has been accepted, fails to furnish Security Deposit within 2 weeks from the issue of the acceptance offer of the tender, the offer is likely to be cancelled.**
- B.** Make, type, literature and specifications of the stores offered should be uploaded.
- C.** The bidders are required to fill up the Annexure A , B,E, H, I and Annexure F, G & J on firm's letter head and scanned copies of the same are to be uploaded.
- D.** Make, type, literature and specifications of the stores offered should be uploaded.

Interested contractor who wishes to participate in the bid has also to make following payments within the period of bid submission:

- (i) E-Tender Processing Fee @ **0.1% of estimated contract value + GST(Rs.7500.00+GST)** shall be payable to M/s ITI Limited through their e-gateway by credit/debit card, internet banking or RGTS/NEFT facility.

Copy of Enlistment Order and certificate of work experience and other documents as specified shall be scanned and uploaded to the e-Tendering website within the period of bid submission. **Certified copy of all the scanned and uploaded documents as specified shall have to be submitted by the bidders along with physical EMD of the scanned copy of EMD uploaded physically in the office of tender opening authority before schedule time & date of opening of tender.**

Online bid documents submitted by intending bidders shall be opened only of those bidders, **who has deposited e-Tender Processing Fee with M/s ITI Limited and Earnest Money Deposit and other documents scanned and uploaded are found in order.**

The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document **including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded.**
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **physically by the lowest tenderer** in the office of tender opening authority.

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

- 4. **SECURITY DEPOSIT:** The Successful Tenderer shall furnish the Security deposit within 2 weeks before placement of order at the rate of **5 % of the order value, failing which the EMD will be forfeited automatically, to Prasar Bharati without any notice.** The security deposit shall be furnished in the form of demand Draft/Bank Guarantee from nationalized bank drawn in favour of **Prasar Bharati, CE (WZ), AIR &DD, Mumbai.** The security deposit will be returned in full on completion of Guarantee/Warranty Period.

5. **TAXES:**

- a) **As per Govt. of India's circular regarding payment of GST (IGST/CGST & SGST) following reverse charge Mechanism, GST No is mandatory to be quoted in quotation / Tender/Bills/Invoices without which tender is liable for rejection. The amount GST should be shown separately in their quotation/invoices.**
- b) **Payment of Entry Tax/Octroi Duty and toll tax (on ultimate products).** As the material which is to be transported to the consignee, belongs to the Government of India/Prasar Bharati and therefore is exempted from entry tax/octroi duty/Toll Tax. Supplier should approach the O/o ADG(E)(WZ) well in advance for Octroi exemption certificate. However if the State Government /statutory local bodies are bound to levy such taxes, the taxes will be paid by supplier /contractor. Supplier/contractor may raise its claim for reimbursement of such duties/taxes paid with organization, along with original receipt of payment.
- c) GST 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 GST Will be admitted at any later stage and on any ground whatsoever.

Please note that office will not issue any form such as 'C' 'D' etc.

- 6. The contractor shall make his/her own arrangement for storage of all equipments and Materials bought to site from 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.

7. The contractor shall make his/her own arrangement for procuring labour, skilled and unskilled. He should confirm to all local government laws and regulations covering labour and their employment.
8. The contractor and his employees shall comply with the regulation in force for controlled entry into premises where work is being carried out.
9. Contractor liability for damage caused during installation work and imperfection 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 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.
10. 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 under the India workmen in his employment.
11. **GUARANTEE/WARRANTY PERIOD:** The material shall be guaranteed against any defects for a period of Three years from the date commissioning. Any parts including batteries failing during the guarantee period of Three years shall be repaired /replaced free of charge by the supplier at the sites.
12. **COMPLETION PERIOD:** The entire work/Supply at All India Radio site shall be completed within **Six Months** from the date of placement of order. **The contract will be treated as terminated automatically unless otherwise extended in writing.**
13. **TERMS OF PAYMENT:**
100% payment will be released on satisfactory and successful completion of supply at site. Further the contractor/supplier/firm should submit all the bank details such as:
 - a. Name of the Bank
 - b. Branch
 - c. Account Number
 - d. IFSC code
 - e. MICR Codealong with their bill for online payment. Photostat copy of the cancelled cheque leaf may be enclosed.
14. The quotations submitted shall remain open for acceptance for a period of **180 (one hundred eighty) days** from the date of opening of the Tender if any Tenderer/suppliers withdraws his Tender/quotation before the said period or makes any modification in the Terms & Conditions on the Tender/Quotation which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, by at the liberty to forfeit 50% of the Earnest Money as aforesaid.
15. 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 in addition to GST number.**
16. **After Sales Service and Training:** The tenderer must furnish complete details of after sales service arrangement including training to be provided in respect of the equipment. After sales service arrangements should include details of infrastructure facilities available in the country. **The training should be made available free of cost at sites.** Failure to give this information, will lead to automatic rejection of the offer, without any reference to the Bidder.

17. **Unsolicited Post Tender Modification:** In case certain clarifications are sought by this Organization after opening of tenders, then the reply of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies his Bid (including a modification, which has the effect of altering the value of his offer) after the closing date without specific reference by this Organization shall render the bid liable to be ignored and rejected without notice and without further reference to the Bidder. Canvassing in any form by the Bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the Bidder.
18. **Clarification in respect of incomplete offer:** This Organization has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organization to seek clarification in respect of incomplete offers. Prospective Bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the tender. Bids not complying with this Organization's requirements may be rejected without seeking any clarifications.
19. **Replacement/Rectification:** In the event the stores supplied are found to be defective, the supplier will have to take back the defective materials at his own cost and replace the defective Stores free of charge without loss of time. The supplier will not be entitled to dispose of the Store Equipment / Material given for replacement / rectification without the prior permission of this Organization. All charges concerned with the rectification including freight charges will be borne by the supplier.
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 reserves him self the right to increase or decrease upto 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 term conditions at the time of award of contract . This Organization also reserves to itself the right to accept any tender in part or split the order between two or more bidders. All Quotations/Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be reject The competent authority on behalf of Prasar Bharati 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. Canvassing whether directly or indirectly, in connection with Tender/quotation is strictly prohibited and the Tender /quotation submitted by the contractors/suppliers who resort to canvassing will be liable to rejection.
22. **LANGUAGE/UNITS:** All information supplied by the Tender &all markings, notes, designation on the drawings & associated write-ups shall be in "English/Hindi language" only all dimensions, units on drawings, all reference to weights, measures &quantities shall be in SI.
23. **Eligibility Criteria:** Bids should be from actual manufacturer. Bid from sole selling agents/authorised distributors/authorised dealers/authorised contractors can also be considered provided such bids are accompanied with necessary supporting documents /authority letter from concerned actual manufacturer who authorised them to market their products, provided further, such an authority letter is valid at the time of bidding .The supplier/ contractor shall ensure that the required warranty cover is provided by the original manufacturer of the product.
The tenderer should have sufficient experience and shall submit the satisfactory supply orders/work orders/completion certificates of at least three similar items/equipments/work, each of value not less than 40% of the estimated cost, or two similar items/equipments/work, each of value not less than 60% of the estimated cost, or one similar items/equipments/work of value not less than 80% of the estimated cost, all amounts rounded off to the nearest full figure, in the last seven years ending on the last day of the month previous to the one in which the Tenders are invited.
24. The contractor shall arrange to dispatch the good 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 material at his own risk.

25. **Pre-dispatch Inspection:** The material will be inspected at manufacturer's workshop. All necessary tools equipments will be arranged by manufacturer/tenderer. If required any other tests are necessary and required to be carried out, the arrangements are to be made by manufacturer/tenderer. In case of disputes third party inspection will be carried out as per BIS standard for which charges will be borne by the firm/tenderer. If any damages are found, material will be rejected. Will site if any damages are found material will be rejected.
26. **INSURANCE:** The contractor shall arrange for the insurance covering the risk during transit storage and installation till commissioning. The contractor shall take insurance for his men while working at AIR site against any accident, death, etc. Similarly equipments, instruments, tools etc. belonging to the contractor shall be insured against damage, loss, theft etc. All the charges for such insurance shall be borne by the contractor.
27. **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.
28. **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 0.5 per week or part thereof the contract price. The contractor's liability for delay, however, shall not exceed 5 % of the total contract price.
29. **ENFORCEMENT OF LABOUR LAWS:** While engaging labour for carrying out obligation under the contract the contractor shall satisfy the condition laid down under contract labour (Regulation and Audition) Act 1970 and (Central) Rule 1971 as amended from time to time and observe all formalities required as per the said act /Rule The supplier shall also observe the provision under minimum wages act 1948 (central Rule 1950 amended from time to time while engaging labour.
30. **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, fire floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god (therein after restriction 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 entitle 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 even 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.

31. CANCELLATION:

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.

31. FAILURE AND TERMINATION CLAUSE

Time and date of delivery shall be essence of the contract. If the contractor/supplier fails to deliver the stores/execute SITC/SETC, or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such Periods, the purchaser may without prejudice to any other right or remedy, available to him to recover demurrages for breach of the contract:.

- a. Recover from the Supplier/contractor as agreed, liquidated demurrages including administrative expenses and not by way of penalty a sum equivalent to 0.5% per week up to maximum limit of 5% of the contract value for such delay or part thereof (this is an agreed , genuine pre-estimate of demurrages duly agreed by the parties) which the supplier /contractor has failed to deliver thereof is accepted after expiry of the aforesaid period, provided that the total demurrages so claimed shall not exceed 5 % of the contract price of the stores/ SITC/SETC After full period of extension (Maximum 2 months after the normal delivery period),the contract will be automatically treated as terminated, unless otherwise extended in writing and the security deposit will be forfeited.
- b. Purchase or authorize the purchase elsewhere on the account and the risk of the contractor /supplier of the stores not so delivered/SITC/SETC not carried out or other of a similar description (where stores exactly complying with the particulars are not in the opinion of purchaser which shall be final readily procurable)by serving prior notice to the contractor /supplier without cancelling the contract in respect of the installment not yet due for delivery or,
- c. Cancel the contract or a portion thereof by serving prior notice to the Contractor /supplier and if so desired purchase or authorize the purchase of the stores not so delivered /SITC/SETC not carried out or other of a similar description (where stores not delivered /SITC/SETC not carried out exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily procurable)at the risk and cost of the Contractor/supplier If the Contractor/Supplier had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not the security deposit from the firm on whom the contract is placed ,at the risk and expense of the defaulted firm .
- d. Where action is taken under sub-clause (b) or sub clause (c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchaser or if there is agreement, to purchase, such agreement is made in case of failure and ion case of repudiation of contract the contractor/supplier shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the contractor/supplier.
- e. It may further be noted that clause (a) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 5 % of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order from the bill for payment of the cost of materials/works submitted by the supplier/contractor in accordance with terms of supply order on instruction from purchaser regarding liquidated demurrages amount.
- f. Notwithstanding anything stated above equipment and materials will be deemed to have been delivered /STC/SETC will be deemed to have carried out only when all its components parts are also delivered. If certain components of stores are not

delivered in the time /SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the parts are also delivered.

32. 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 arbitrators shall be the International centre for Alternative dispute resolution.

The international center for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rule 1996

A) The number of arbitrators (s) shall be one who has legal as well as Technical Background.

B) The Place of arbitration proceeding shall be Mumbai only.

33. Tenderers are requested to fill the check list duly filled in as per proforma provided on the website. Incomplete check list or non compliance may result in rejection of the Tender.

Director (E)(Project)
For Addl. Director General (E)(WZ)
Tel. No. (022) 22053528
Email ID- mumbai.cewz@gmail.com
ddgairprojectwz@gmail.com