

**प्रसार भारती / Prasar Bharati**  
(भारत का लोक सेवा प्रसारक) / (India's Public Service Broadcaster)  
**आकाशवाणी, उच्च शक्ति प्रेषित्र, मालाड (प.), मुंबई - 400 095**  
**High Power Transmitter, All India Radio**  
Malad (West), Mumbai – 400 095  
Email: hptairmalad@gmail.com

फ़ाइल संख्या: 1(11)/2021-22/ई/

दिनांक: 26.10.2021

**निविदा**

वेब साइट प्रसार भारती निविदा (<https://prasarbharati.gov.in/pbtenders/>), केंद्रीय सार्वजनिक खरीद पोर्टल (<https://eprocure.gov.in/epublish/app>) ) और नोटिस बोर्ड पर प्रकाशित

विषय: 6 एसडब्ल्यूजी एल्युमिनियम हार्ड वायर ट्रांसमीटर फीडर लाइन के लिए खरीद के लिए कोटेशन पूछताछ I

Subject: Quotation Enquiry for purchase of 6 SWG Aluminum hard wire for Transmitter feeder line.

यह कार्यालय सामग्री के विवरण और नीचे दी गई नियम व शर्तों के अनुसार खरीद में रुचि रखता है I

This office is interested in purchase as per description of material and terms and conditions given below :-

क्रमांक Sr.No.	सामग्री का विवरण Description of material	मात्रा Qty.	भाव Rate ₹	कुल Total ₹
1	6 SWG Aluminum hard Wire for transmitter feeder line	100 kg		

Gst

**TERMS & CONDITIONS:** { Please see Terms and condition **Sr.No 5 (EMD Declaration), 19 ( Pan No.& GSTN No ) , 23 (Eligibility criteria) , 27 (Certificate that agency not been blacklisted or debarred by any government organization) { Above mentioned documents required}** and also see other term & conditions also. }

1. The interested agencies/firms may visit the actual site on any working day during office hours with prior intimation DDE, AIR, Malad, (W), Mumbai 95 Any claim for payment towards additional work/supply will not be entertained

2. **Estimated cost is approximately Rs. 44,000/- including GST )**

3.The quotation should be sent in a sealed cover addressed to the undersigned, by name, so as to reach on or **before 15.11.2021; 02.30 P.M.** below mentioned 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 of enquiry.  
c. Due date of opening quotation.**

4. The Quotations will be opened in this office at **3.00 P.M. on 15.11.2021** in the presence of tenderer or their agents such as they may choose to attend.

**5 EMD:** EMD/Bid security declaration to be submit in the prescribed proforma given below.

**Declaration proforma for Earnest Money Deposit**

Date

Whereas, I/we.....(Name of agency).....have submitted bids for.....(Name of work).....

I/we hereby submit following declaration in lieu of submitting earnest Money Deposit.

1. If, after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (Including extended validity of tender) specified in the tender document.

or

2. If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/we shall be suspended for one year and shall not be eligible to bid for Prasar Bharati tenders from date of issue of suspension order.

Signature of the supplier /Agency

**6 Performance security : Nil.**

**7 WORK COMPLETION PERIOD: The entire work shall be completed within one month 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 entire 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 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 indent or/his representative.

10. Warranty of material should given for one year.

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

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 destroy any part of the equipment in which they may be working on any Technical Equipment 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 get the same rectified and deduct the expense from any amount that may be than due or at any 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 equipment, instruments, tools etc., belonging to the constrictor shall be insured against damage, loss, theft etc.

14. 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.

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% payment 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 Tenderer/ Suppliers withdraws 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 reserves him self the right to increase or decrease upto 50% of the quantity of goods and services 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. 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.**LANGUAGE / UNITS:** All information supplied by the Tenderer shall be in "**English/Hindi language**" only. All dimensions, units on drawings, all references to weights, measures & 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:** Contractor /Agency should have sufficient experience and shall submit the experience certificate of satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender, or two similar works/supply, each of value not less than 60% of the estimated cost, or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to the convenient 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. **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 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 work within the stipulated time or the extended time, the purchaser has the right to impose penalty of **0.5%** per week or part thereof of 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 a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under ICADR Arbitration Rules, 1996. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative dispute resolution.

The International 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 proceedings 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 acts of the public enemy. Civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions, strikes, lock-outs or acts of God (therein after restrictions refer to as events and provided notice of happenings of any such eventuality is given by the contractor within 21 days from the date of occurrence thereof, the purchaser shall by reason of such event, neither be entitled to cancel this order 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 events have come to an end or ceased to exist.
- b. Provided further that if the performance in whole or part or any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding 180 days, the purchaser and the contractor shall meet to find a neutral agreement to any effect resulting the reform or the purchaser may at his option cancel order provided also if the order is cancelled under this clause, the purchaser shall be at liberty to take over from the contractor

at order prices all unused, un-damaged and acceptable material bought out components and stores in course of manufacture in the possession of the supplier at the time of such cancellation or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

**27 . Agency have to submit Certificate stating that company /agency has not been blacklisted or debarred by any government organization format is given below.**

**Certificate stating that company /agency has not been blacklisted or debarred by any government organization**

Date

To,  
Deputy Director General (E) (WZ),  
HPT, All India Radio,  
Malad(W), Mumbai -95

Sir,

This is to certify that M/s\_\_\_\_\_ have not been blacklisted or debarred by any Government Organization before submission of the tender document.

Yours faithfully,

Authorised Signatories  
(Name & Designation)

**28 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.

(एस.एम.चौधरी)  
सहायक अभियंता  
उप महानिदेशक (ई) के लिए  
एचपीटी, आकाशवाणी, मलाड (पश्चिम), मुंबई 95  
Tel ph. 02228882971

