CENTRE FOR DEVELOPMENT OF IMAGING TECHNOLOGY (C-DIT)

Chitranjali Hills, Thiruvallam, Thiruvananthapuram-27 Phone: 0471-2380910, 912 Fax: 0471-2380681

No. C-DIT/CG- Lottery /18-19/T021

Date: 26.05.2018

TENDER NOTICE

Fabrication of Indoor Studio Set

Sealed tenders are invited for the Fabrication of indoor studio set at C-DIT premises at Thiruvananthapuram. The envelopes containing the tender should bear the superscription "Tender for Fabrication of Studio Set" and should be addressed to The Registrar, Centre for Development of Imaging Technology (C-DIT), Chitranjali hills, Thiruvallam, Thiruvanathapuram 695027. Intending tenderers may submit the tenders on their own papers by post/hand. Last date for receipt of tenders is **02.06. 2018, 11.00 AM.** Late tenders will not be accepted. The tenders will be opened at **11.30 AM on 02.06. 2018** in C-DIT office in the presence of the tenderers or their authorized representatives who may be present at that time. Details of the requirements including design of the set can be downloaded from our website www.cdit.org

Thiruvananthapuram

Sd/-

26.05.2018 REGISTRAR

CENTRE FOR DEVELOPMENT OF IMAGING TECHNOLOGY (C-DIT)

Chitranjali Hills, Thiruvallam, Thiruvananthapuram-27 Phone: 0471-2380910, 912 Fax: 0471-2380681

No. C-DIT/CG- Lottery /18-19/T021

TENDER NOTICE

Fabrication of Indoor Studio Set

Scope of work

Tenders are invited from experienced Set Designers/suppliers for, supply, fabrication and commissioning of Set in indoor Studio floor in C-DIT premises, Van Rose Junction, Thiruvananthapuram, Kerala with the given Set design.

GENERAL TERMS AND CONDITIONS

- 1. This Tender is invited for the FABRICATION OF INDOOR STUDIO SET FOR A TELEVISION PRODUCTION for Communication Group, C-DIT.
- 2. C-DIT reserves the right to cancel any or all tenders without assigning any reason whatsoever
- 3. ELIGIBILITY CRITERIA OF TENDERER
 - The bidder should have 5 years of experience in similar work.
 - The bidder should submit the documents showing the experience of doing similar works. (The list of customers in India especially in Kerala should be mentioned in the offer with photographs of the completed sets)
- 4. EMD: Rs. 5,000/- (Rupees five thousand only) to be submitted by Demand Draft drawn in favour of Registrar, C-DIT, payable at Thiruvananthapuram.
- 5. The rate quoted by the Tenderer shall be inclusive of the material charge, transportation charges, and loading / unloading, erection charges at site. The tender may visit the site and satisfy themselves about the requirement and scope of work.
- 6. Set completion time is 10 days unless affected by force majeure conditions.

Date: 26.05.2018

- 7. The rate quoted for the work shall be final and no enhancement will be allowed under any circumstances. The enhancement of rate will cause the cancellation of the work order.
- 8. If the tenderer furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
- 9. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Thiruvananthapuram (India) in English language, under the Indian Arbitration and Conciliation (Amendment) Act, 2015. Unsettled disputes will be referred to courts and courts in Thiruvananthapuram/ Kerala will have exclusive jurisdiction over the same.
- 10.TDS and other statutory taxes will be deducted at source from the payable amount
- 11. Agreement: The Successful bidder within 3 days of getting confirmed purchase order has to enter an agreement with C-DIT in Rs.200 worth non judicial stamp paper, to ensure quality of materials used, quality of workmanship and to guarantee completion of work within the agreed time schedule.
- 12. Authority: The authority for the acceptance of the tenders rests exclusively with the C-DIT. The C-DIT does not undertake to accept the lowest or any particular tender or to assign any reason whatsoever for the rejection of any tender.
- 13. The last date for online bid submission is, **02.06.2018 11.00 AM**. The online bid opening will be at **3.00 AM** on **02.06.2018**
- 14. At any time prior to the deadline for submission of tenders, the C-DIT may, for any reason deemed fit by it, modify/amend the tender documents by issuing suitable amendment(s)/ corrigendum's to it. Corrigendum to this tender shall be published in the site www.etenderskerala.gov.in. Prospective bidders are advised to regularly visit the website: www.etenderskerala.gov.in to keep track of corrigendum, if any.
- 15. In case of doubt:

If the bidder have any doubt on technical specifications or on terms & conditions stipulated above, please contact Sri. Ramesh Vikraman in Mobile Number: 9895788166

- 16. The undersigned does not bind himself to accept the lowest quoted tender and reserve himself the rights of accepting the whole or any part of the tender. If part work is accepted, the tenderer/ bidder has to execute that portion of work at the quoted rate.
- 17. The Bidder should submit the documents of experience of similar works done (list of Customers in kerala and if abroad may be uploaded along with photographs of completed works). A technical committee will evaluate the quality of set works done by the bidder and the work will be awarded based on the quality of work done, experience of the bidder and on the report of the technical committee.

18. SPECIAL TERMS

| 1. | Tender Documents shall be accompanied by | Details of work completed in the last 5 years. (Proof to be submitted) Technical/Material specification should be quoted for each item for the given design | |
|----|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 2. | Price Basis | Price should be quoted for supply of material, fabrication, trial run and successful commissioning of the indoor studio set as per the given set design with service and trouble free operational support during the first Shoot. | |
| 3. | Guarantee Period. | The Set with all materials should be Guaranteed for a minimum period of 12 months from the date of acceptance of the Set by CDIT. | |
| 4. | Payment terms | 50% on execution of agreement 30% on completing 50% of work along with certified copies. 20% after the first Shoot, on the basis of certification by competent authority from C-DIT. | |

| 5. | Security deposit | Security deposit (5% of total cost) will have to be submitted by the tenderer/ bidder (within 3 days of getting confirmed work order) in the form of DD or Bank guarantee and an Agreement will have to be executed by the successful tenderer and the same should be valid till the expiry of the warranty period. | |
|-----|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 6. | Free service | The firm should make free service at the site as per requirement during warranty period. | |
| 7. | Conformity with CDIT Specification/Classification | The completion/ fabrication of Set shall be made in all respects as per CDIT specification/Classification. (as per the given design). Any defects noticed during final trials are to be rectified at the risk and cost of bidder. | |
| 8. | Cost for Final trial run | The final trial is to be conducted at site at the builders cost. Any defects noticed during final trial is to be rectified at the risk and cost of bidder | |
| 9. | Material for Construction | Materials used for construction shall be of good high quality brands and authenticated certificates (bills) should be produced if required to the inspecting authority and the CDIT, by the Contractor. | |
| 10. | Liquidity Damages | If there is any delay in delivery of the set, beyond the specified date, penalty at the rate of 1% of the total amount will be levied per day of delay up to a maximum of 10% of the contract value of the set and the amount will be deducted from the stage payment made to the contractor. If the delay exceeds 10 days the contract may be cancelled and the work will be executed by CDIT through other agencies at the risk and cost of the contractor. | |

| 11. | Inspection | If the inspecting authority found any work is not in accordance with the tender specification, he is empowered to give the notice thereof and the contractor shall forthwith make defective work good, rectify or alter the same at their own cost. | |
|-----|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 12. | Warranty / Guarantee Period | The tenderer should give a warranty / guarantee for a period of one year against any defects in workmanship or design, defects to the sets from the date of delivery. If any of the above said defects found during the warranty period, the tenderer has to make good at its own cost at the place of operation. If the tenderer fails to do so, the work shall be executed by other agencies at the risk and cost of the tenderer and the entire cost of the same will be realized from the tenderer. | |
| 13. | Validity of Tenders | The rates quoted by the tenderer shall be valid for six months from the date of opening of the tenders. | |
| 14. | Preliminary Agreement | Preliminary agreement is to be executed for the commitment towards fulfillment of contract on award of the tender | |
| 15. | Completion Schedule | Set shall be completed within 10 days from the date of work order unless force majeure conditions apply. | |
| 16. | Default& Black listing | In case of default in any tender condition the firm will be blacklisted for 5 years from all tenders of CDIT. | |

Sd/ REGISTRAR, C-DIT Dated 26.05.2018

PROFORMA OF "AGREEMENT"

(To be executed on non-Judicial Stamp Paper)

| This Agreement made this day of |
|------------------------------------------------------------------------------------------|
| Between Centre for Development of Imaging Technology, a Society, registered under |
| the Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act XII |
| of 1955, having its registered Office at Chitranjali Hills, Thiruvallom, Trivandrum 695 |
| 027 (hereinafter referred to as "C-DIT" which expression shall include its |
| administrators, successors, executors and assigns) of the one part and |
| a company/firm incorporated under the having its |
| registered Office at (hereinafter referred to as the |
| "Contractor" or "X" (brief name of contracting |
| Co.) (which expression shall include its administrators, |
| successors, executors and permitted assigns) of the other part. |
| |
| WHEREAS C-DIT has invited tender for fabricating a indoor studio set for a television |
| production as per its tender specification ref. No. C-DIT/CG- Lottery /18-19/T021 |
| Dated 29.05.2018 |
| _ acca |
| AND WHEREAS "X" had participated in the above referred bidding vide their proposal |
| no |
| |
| accepted their aforesaid proposal and awarded the work on terms and conditions |
| contained in its letter of Intent/Work Order No |
| And the documents referred to therein, which have been accepted |
| byresulting into a "Contract" |
| |
| NOW THEREFORE THIS DEED WITNESSETH AS UNDER:- |
| |
| Article 1.0 AWARD OF CONTRACT |
| |
| C-DIT has awarded the contract to "X" for the work of fabricating an indoor studio set |
| |
| C-DIT has awarded the contract to "X" for the work of fabricating an indoor studio set |

expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

Article 2.0 CONTRACT DOCUMENTS

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

Article 3.0 CONDITIONS & CONVENANTS

The scope of Contract, Consideration, Terms of payment, Taxes wherever applicable, performance, Guarantee and all other terms and conditions are contained in C-DIT's Work Order No. dated to be read in conjunction with other aforesaid Contract documents. The Contract shall be only performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

The scope of work shall also include supply and use of all such items which are not specifically mentioned in the contract Documents, but which are needed for successful completion of the project unless otherwise specifically excluded in the specifications under ""exclusions" or in Work Order.

TIME SCHEDULE: Time is the essence of the contract and "X" shall perform the work in accordance with the agreed schedule as given in letter of intent/Work Order.

It is agreed by the Contractor that the Contract performance Guarantee shall in no way be construed to limit or restrict the C-DIT's right to recover the damages/compensation due to short-fall in the workmanship or under any other clause of the Agreement. The amount of damages/Compensation shall be recoverable either by way of deduction from the contract price or contract performance guarantee and/or otherwise.

The Contract performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the C-DIT shall have the powers to invoke it notwithstanding any dispute or difference between the C-DIT and the contractor pending before any court, tribunal, arbitrator or any other authority.

This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency of repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

Article 4.0 SETTLEMENTS OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement & Arbitration as specified in clauses and provisions of the Arbitration and Conciliation Act 1996 and Kerala Courts alone shall have exclusive jurisdiction over the same.

NOTICE OF DEFAULT

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties here to if delivered through official email or by registered post with acknowledgement due addressed to the signatories

.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Trivandrum.

| WITNESS | C-DIT | |
|---------|---------------|------------|
| 1 | Signature | : |
| | Name | : |
| 2 | Designation | : |
| | (Seal) | |
| | 40 | |
| 1 | (Contractors | signature) |
| | (Designation) | |
| | (Seal) | |
| 0 | | |

