

CENTRE FOR DEVELOPMENT OF IMAGING TECHNOLOGY (C-DIT)

Chithranjali Hills, Thiruvallom, Thiruvananthapuram-27

Phone: 0471-2380910, 912 Fax: 0471- 2380681

No. C-DIT/3/EGSD/17/T038

Date 08.08.17

GENERAL TERMS AND CONDITIONS (REVISED)

1. This Tender is invited for the "**Printing and supply of eco-friendly metal ID card with paper pouch**" for one of the projects taken up by C-DIT.
2. C-DIT reserves the right to cancel any or all tenders without assigning any reason whatsoever

3. ELIGIBILITY CRITERIA OF TENDERER

To qualify for award of the work, the intending tenderer must have prior experience in supplying ID cards.

4. The Tenderers are responsible for effecting supply to the entire satisfaction of the undersigned or his authorized representatives. In case any defect in the item supplied is noticed, such item will be rejected at the risk and cost of the Supplier.
5. Technical particulars and other details of the items offered 'brand make' and complete specification should be mentioned in the tender.
6. The undersigned does not bind himself to accept the lowest tender and reserve himself the rights of accepting the whole or any part of the tender and the tenderer shall be bound to supply the accepted item at the rates quoted.
7. CDIT reserves the right to split the quantity of the items to be supplied among one or more bidders, at its sole discretion.
8. No advance payment will be made against supplies.

9. The rate quoted by the Tenderer shall be inclusive of the transportation charges at site. Rates quoted by the tenderer shall be valid for a period of six months from the date of opening of the tender.
10. Delivery period shall be specifically indicated in the tender and strictly adhered to. The supply of the printed ID cards shall be completed within 7 days on receipt of the firm order. Any delay in the delivery period after the supply order is placed may result in cancellation of the supply order or being liquidated damages upto 10% of the order value.
11. The rate should be quoted for the unit shown in the list and tenders which do not indicate this essential information will not be considered.
12. There is no separate bid form. The supplier shall submit the price offers in their own paper
13. The rate quoted for material shall be final and no enhancement will be allowed under any circumstances.
14. If the tenderer furnishes wrong and/or misleading 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.
15. After sales service: Complaints should be attended properly by supplier.
16. 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 Act, 1996. Unsettled disputes will be referred to courts and courts in Thiruvananthapuram/ Kerala will have exclusive jurisdiction over the same.

17. PAYMENT TERMS

The following terms of payment shall be applicable for the contract

- I. 100 % payment against successful supply of the printed id cards at the site.

18. Agreement: The Successful bidder within 7 days of getting confirmed purchase order has to enter an agreement with C-DIT in Rs.200 worth non judicial stamp paper, to ensure warranty and after sales support during the warranty period. The contractor shall submit security deposit or Performance Bank guarantee for 10% of total order value within 3 days of confirmed work order, failing which the order is liable to be cancelled

19. The last date for submission of tender is 16th August , 3.00 Pm The tender will be opened on the same day at 3.30 PM

20. 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.cdit.org. Prospective bidders are advised to regularly visit the website: www.cdit.org to keep track of corrigendum, if any.

21. In case of doubt:

If the bidder have any doubt on technical specifications or on terms & conditions stipulated above, please contact Smt. Sheeba Beevi S.R in Mobile Number: 8138914651 or through e-mail: egov@cdit.org

Sd/
REGISTRAR, C-DIT
Dated 08.08.17

PROFORMA OF "AGREEMENT"

(To be executed on non-Judicial Stamp Paper)

This Agreement made this. day of Two thousand and 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 bids for (briefly describe scope of the (work) as per its specification Ref. No.

AND WHEREAS..... "X" had participated in the above referred bidding vide their proposal No. dated and C-DIT accepted their aforesaid proposal and awarded the dated and C-DIT accepted their aforesaid proposal and awarded the contract to. "X" on terms and conditions contained in its letter of Indent/Purchase Order No. dated And the documents referred to therein, which have been accepted by "X" resulting 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 on the terms and conditions contained in its letter of Indent/Purchase Order No. dated

..... and the documents referred to therein. The award has taken effect from.i.e. the date of issue of the aforesaid Letter. The terms & 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, price Adjustment, Taxes wherever applicable, Insurance, liquidated Damages, performance, Guarantee and all other terms and conditions are contained in C-DIT’s Purchase Order No. dated 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 installation of all such items which are not specifically mentioned in the contract Documents, but which are needed for successful, efficient, safe & reliable operation of the equipment unless otherwise specifically excluded in the specifications under “exclusions” or Purchase Order.

TIME SCHEDULE: Time is the essence of the contract and schedules shall be strictly adhered to. “X” shall perform the work in accordance with the agreed schedule as given in letter of Indent/Purchase Order.

The Contractor guarantees that the items supplied under the contract shall meet the ratings and performance parameters, as stipulated in the Technical Specifications (Volume II) and in the event of any deficiencies found in the requisite figures, the C-DIT may at its option reject the item supplied or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of Contract Documents. The amount of liquidated damages so leviable shall be in accordance with the Contract Documents and without any limitation.

It is further 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 quality figures as stated in Para 3.4 above 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, contract performance guarantee and/or otherwise.

The Contract performance Guarantee furnished by the Contractor is irrevocable and unconditional 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)

1.

(Contractors signature)

(Designation)

(Seal)

2.