

TENDER DOCUMENT

**SETTING UP OF 12-SEATER MULTI DIMENSIONAL THEATRE IN THE
EXISTING THEATRE (HALL)**

Including

**Supply, Installation, Testing, Commissioning, Training and Maintenance of
Multi-dimensional Theatre on Turnkey basis**

AT

AKKULAM TOURIST VILLAGE TRIVANDRUM, KERALA.

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Introduction

The Multi-dimensional Theatre brings together an immersive real life experience on-screen and sensational seat simulation coupled with 14 special effects that are bound to enthrall visitors.

TENDER NOTICE ADVERTISEMENT

**THE URALUNGAL LABOUR
CONTRACT CO- OPERATIVE SOCIETY LTD.No.10957.**

P.O. Madappally College, Vatakara, Kozhikode,
Kerala, India. Pin: 673102,
[Tel:+91496 2514042](tel:+914962514042), [2516402](tel:+91462516402), Fax:[+91462516402](tel:+91462516402)
www.ulccsltd.com, e-mail:uralungal@yahoo.com.

**TENDER FOR SETTING UP OF MULTI-DIMENSIONAL THEATRE IN
AKKULAM TOURIST VILLAGE**

Separate Sealed offers are invited from reputed Contractors / Agencies / firms / Companies for SETTING UP OF 12 SEATER MULTI DIMENSIONAL THEATRE IN THE EXISTING THEATRE (HALL) including Supply, Installation, Testing, Commissioning, Training and Maintenance on Turnkey basis.

Earnest Money Deposit	Rs 25000/-
Pre-bid meeting.	31-05-2019 (If Required)
Last date For Submission of Tender	10-06-2019 (4PM) at ULCCS Ltd Office Vatakara.

Note:

ULCCS Lts reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.

COVERING LETTER

From,

(Full name and address of the Tenderer)

M/s.....

.....

To,

The Chairman
Uralungal Labor Contract
Cooperative society Ltd.
Madappaly College PO
Vatakara, Kozhikode
Kerala.

Subject: Setting up of Multi-dimensional theatre of 12 seats in the Existing Theatre (hall) including Supply, Installation, Testing, Commissioning, Training and Maintenance on turnkey basis at Akkulam Tourist Village, Trivandrum, Kerala

Sir,

Having studied the Tender document carefully I/we, the undersigned, offer to submit our sealed tender for supply, installation, testing, commissioning, training and maintenance of multi-dimensional theatre on turnkey basis in conformity of the tender document published by ULCCS Ltd.

I/We have also read the various provisions of the Tender and confirm that the same are acceptable to us. We further declare that any additional conditions, variations, deviations, if any, found in our Tender offer shall not be given effect to. We further understand that **any deficiency/illegibility in documents shall make our tender liable for rejection.**

I/we submit my/our tender understanding fully well that:

- (a) The bid and other documents submitted along with the same will be subjected to verification by appropriate authorities at ULCCS Ltd.
- (b) ULCCS Ltd reserves the right to accept or reject any application or the bid process itself without assigning any reasons thereof and shall not be held liable for any such action.

- c) Any genuine changes made by ULCCS Ltd in the interest of the supply / installation with respect to the technical requirement during the course of project implementation will be acceptable to us.
- d) All acts, rules, regulations, norms and conditions of Govt. of India and Govt. of Kerala shall be applicable during the process of tender and during the period of execution of the project.

I/We hereby declare that all the information and statements made in this tender are complete, true and correct and also accept that any misinterpretation of facts contained in it may lead to our disqualification.

I/We hereby declare that our Tender is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

The tender is submitted in three separate and sealed envelopes marked:

- **Part-I** (EMD)
- **Part-II** (Technical Bid]
- **Part-III** (Financial Bid)

Dated:

Signature of the tenderer with seal

Particulars of Tender

Setting up of Multi-dimensional Theatre of 12 seats in the Existing Theatre (hall) including Supply, Installation, Testing, Commissioning, Training and Maintenance on turnkey basis at Akkulam Tourist Village, Trivandrum Kerala.

Date for Pre-Bid Meeting	:	31-05-2019 (If Required)
Place for Pre-Bid Meeting	:	The Uralungal Labour Contract Co-operative Society Ltd, P.O Madappally College, Vatakara, Kozhikode, Kerala Pin:673102
Last Date for submission of Offer	:	10.06.2019 at 4PM
Place for submission of Offer	:	The Uralungal Labour Contract Co-operative Society Ltd, P.O Madappally College, Vatakara, Kozhikode, Kerala Pin:673102
Validity of the Offer	:	06(Six)Months from the last date for submission of Tender/ offer
Completion Period	:	60 days from the date of award of work by ULCCS Ltd
Earnest Money Deposit	:	Rs.25000/- (Rs. Twenty Five thousand Only) Through Demand Draft in favor of The Chairman ,The Uralungal Labour Contract Co-operative Society Ltd, P.O Madappally College, Vatakara, Kozhikode, Kerala Pin:673102.
Probable Amount of Contract	:	Rs.25lakh (Rs. Twenty Five Lakh) Inclusive of all taxes (Excluding AMC Charges)

Contact Person at ULCCS Ltd	:	Sujesh VP. Sr. Project Engineer. Mob: +91 9497756755
Particulars of Tenderer	:	Tenderer is requested to fill their complete particulars as per Annexure: I attached

Note: ULCCS Ltd may, at its discretion, extend the date for the submission of tender by amending the Tender Documents in which case all rights and obligations of the ULCCS Ltd and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for pre-bid or submission of tender is subsequently declared as a Public Holiday by the ULCCS Ltd/ Government, the next official working day shall be deemed as the date for pre-bid and submission of tender.

Disclaimer

Kindly Note:

1. This document is not transferable
2. Though adequate care has been taken for preparation of this document, the bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder on the pre bid meeting or within ten days from the date of issue of the bid document, it shall be considered that bid document is complete in all respects and has been received by the bidder.
3. The ULCCS Ltd reserves the right to modify, amend or supplement this bid document keeping in view the necessity in implementation of the scheme.
4. While the bid has been prepared in good faith, neither ULCCS Ltd nor their employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this bid document, even if any loss or damage is caused by any act or omission on their part.

DECLARATION BY TENDRER

(to be submitted on the letter head of the company)

Subject: Setting up of Multi-dimensional Theatre of 12 seats in the Existing Theatre (hall) including Supply, Installation, Testing, Commissioning, Training and Maintenance on turnkey basis at Akkulam Tourist Village, Trivandrum Kerala.

I/We.....

(Hereinafter referred to as the Tenderer) being desirous of tendering for the work, under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, DO HEREBY DECLARE THAT:

1. The tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
2. The tenderer is capable of executing and completing the work as required in the tender.
3. The tenderer accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The tenderer has no collusion with other contractors, any employee of ULCCS Ltd Vatakara or with any other person or firm in the preparation of the bid.
5. The tenderer has not been influenced by any statement or promises by ULCCS Ltd or any of its employees but only by the tender document.
6. The tenderer is financially solvent and sound to execute the tendered work.
7. The tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of ULCCS Ltd.
8. The information and the statements submitted with the tender are true. The tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
9. In case any false documents submitted and found anytime in future the firm shall be liable to be proceeded against as per prevailing laws.
10. The tenderer has never been debarred / blacklisted from any type of work by any Government Undertaking / Department.
11. The Tenderer is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.
12. This offer shall remain valid for acceptance for 6 (Six) months from the last date of submission of the tender.
13. The tenderer has attached herewith the earnest money as required in the tender

- document.
14. The tenderer accepts that the earnest money may be absolutely forfeited by ULCCS Ltd if the tenderer fails to undertake the work or sign the contract within the stipulated time or as per terms and conditions of Tender Document / Agreement.
 15. Tenderer accepts and agrees to complete the whole work within stipulated time given by the ULCCS Ltd.
 16. The tenderer gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender.
 17. Tenderer understands that issue of tender document alone does not mean that tenderer meets the eligibility conditions and technically competent to do the work and is qualified.

Name and Signature of the Tenderer with seal

FORM OF AGREEMENT

(To be signed between the successful Tenderer and ULCCS Ltd)

STAMP PAPER

FORM OF AGREEMENT

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. The following documents in conjunction with Addendum/Corrigendum to Tender Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) this Contract Agreement
 - (b) EMD dated Bank ...
 - (c) ULCCS Letter No. dated regarding acceptance of offer
 - (d) M/s. Letter No. dated regarding submission of tender along with all the documents mentioned in this letter, all inclusive
 - (e) Tender Document for the setting up of **Multi-dimensional Theatre** at Akkulam Tourist Village, Trivandrum, Kerala along with the Tender Documents, all other documents inclusive i.e. the said tender and appendix including Financial Bid, the specifications, Instructions to Bidders (NIT), the Conditions of Contract. Correspondence after the receipt of the tender and Minutes of the pre-bid conference held on _____.
2. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
3. The work shall be strictly executed in accordance with the Conditions of the Contract set forth in the documents mentioned in Para 1.
4. In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with ULCCS Ltd that the Contractor shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the Contract, mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

5. In consideration of the due provision, execution and completion of the said work, the ULCCS Ltd does hereby agree with the Contractor that the ULCCS Ltd will pay the Contractor in respect of the amount for the work actually done by him and approved by the Chairman, ULCCS Ltd at the rates given in the schedule of quantities and other sums payable to the Contractor under provisions of the Contract, such payment to be made at such time and in such manner as provided for in the Contract.

AND

In consideration of the due provision, execution and completion of the said work, the Contractor does hereby agree to pay such sums as may be due to the ULCCS Ltd as per the terms and conditions set forth in the said Contract, and such other sums as may become payable to the ULCCS Ltd towards loss, damage to the ULCCS Ltd equipment, material and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It shall be specified and distinctly understood and agreed between the ULCCS Ltd and Contractor that the Contractor shall have no right, title or interest in the site made available by the ULCCS Ltd for the execution of the work or in the building, structure or the work executed in the said site or in the goods, articles or materials, etc. brought to the said site (unless the same specifically belong to the Contractor) and the Contractor shall not have or deem to have any lien or whatsoever charge for unpaid bill and on this account will not be entitled to assume or retain possession or control of site or structures or materials or equipment and the ULCCS Ltd shall have an absolute right to take full possession of the site and to remove the Contractor, their servants, agents, representatives, materials, etc. belonging to the Contractor and lying on the site. The agreement is being signed in duplicate for facility of reference.

IN WITNESS WHEREOF the parties have executed these presents in the day and the year first above written.

Signed and delivered for and on
behalf of the ULCCS Ltd

Signed and delivered for and on
behalf of
Name and Stamp of the contractor

IN PRESENCE OF TWO WITNESSES

Witness 1

Witness 2

Witness 3

Witness 4

SCOPE OFWORK

Setting up of Multi-dimensional theatre

SCOPE OF WORK

ULCCS Ltd is proposing Setting up of Multi-dimensional Theatre of 12 seats in the Existing Theatre (hall) including Supply, Installation, Testing, Commissioning, Training and Maintenance on turnkey basis at Akkulam Tourist Village, Trivandrum, Kerala.

1. SCOPE OF WORK

- Supply, installation, commissioning, testing and maintenance of 12 Seats Multi-dimensional Theatre with 6 degrees of Freedom seat Movement in a single Platform and 14 special effects installed in Akkulam tourist village Trivandrum, Kerala.
- Training to ULCCS Ltd personnel in detail on operation and maintenance of the installed system.

Additional Scope of Work: Annual Maintenance of theatre for 3 years after completion of Defect Liability period of 1 year.

2. FUNCTIONAL REQUIREMENTS

2.1. Motion Platform /Seats

2.1.1. Number of Motion Seats: 12

2.1.2. The motion seat forms the core of the multi-dimensional experience wherein the visitor moves in 6 DOF (Degrees of Freedom) in space in a manner that is synchronized with the events on-screen in order to simulate real life experience that appear on-screen. The motion seats are to be powered by world-class pneumatic actuators with Proportional Directional Control Valve (PDCV) technology that creates seamless motion.

2.1.3. The seats move up/down, tilt forward / backward / sideways/Roll/Yaw/ Pitch

2.1.4. Material of Seats – Seat upholstery of durable seat cover cloth, High quality Fiber Seat Base Pu Foam Minimum Density 40-50K/CuM

2.1.5. The seats with several special effects that form an integral part in creating an immersive experience.

- i. Leg tickler
- ii. Neck Blast
- iii. BackPoker
- iv. Butttickler
- v. Water jet
- vi. Any additional feature is also welcome

2.1.5.1 Motion Control / Chair Power Box

Industrial grade electric actuators may control the seat motion. The motion control computer may act as an interface between the actuator and the seats by synchronizing the movements based on the sequences in the movie. The Compressor will be preferably of Screw type:

2.2 Auditorium / Theatre Special Effects

The theatre auditorium houses following special effects.

- a. Rain effect – good quality water sprinklers from the roof with Mist control features. Waterreservoir should be made up of Stainless Steel with regulator.
- b. Wind effect – with the help of good quality powerful industrial Blower
- c. Lightning effect - powerful good quality strobe lights near the screen with LED Flash
- d. Snow effect - good quality snow machines
- e. Bubble effect - good quality bubble machines beneath the screen
- f. Smoke effect - good quality smoke machines on either side
- g. Fog effect - good quality fog machines on either side
- h. Fire effect - good quality fire effect machine near the screen
- i. Aroma effect - good quality aroma spread machine
- j. Laser effect
- k. Vibration effect
- l. Live physical horror prop effect.

2.3 Projection System

Since the overall quality of a theatre system depends a lot on its projection equipment.

2.3.1 Projectors: Two number high quality projectors for flat screen EPSON EBW05 /equivalent.

2.3.2 Polarization Filters: High quality Circular Polarized filters may be added to the projectors to produce top class 3D effects.

2.3.3 View Glasses: Circular polarized view spectacles made out of high quality frame to be provided to experience real 3D effects.

2.3.4 Projection Screen: The good quality silver screen with high brightness made up of a soft silver material. The screen should have suitable perforations so that speakers can be put behind it. Screen size: 150 inch 16:9

2.3.5 Projection Control: Computer with extreme graphics support is to be used to provide simultaneously mix and stream the movie to the projector. This computer will have special purpose customized software to create different show sequences in the theatre.

2.3.5.1 Server: The Server will have following minimum configuration

- Processor Generation: 8th or advanced
- Processor: Intel Core I7 or advanced
- Ram: 8GB DDR4 or advanced
- HARD Disk: 1TB SSB or advanced
- Graphic Card: 2 GB memory or advanced

2.3.5.2 Software: The playback software may be the latest Licensed Software for perpetuity with provision for updates. Billing system software also should be provided.

2.3.6 Projector Hanger(s)

A proper and robust fixture for hanging the projectors is to be provided.

2.4 Audio System

The audio system in a theatre forms another integral part of creating a world-class immersive experience for the viewers. Surround Sound System having minimum 5.1 channel and any make from Boss, JBL, Yamaha or any other reputed make of same standard.

2.5 Control Electrical Panel

A suitable electric control panel double door duly powder coated with necessary power protections from Short circuit and earth leakage electric connections be ensured by firm. The wires to be used should be FRLS (Flame Retardant Low Smoke), 1100 volt ISI marked (any make from Finolex, RR Kabel, Havel's etc). MCCB with shunt release, MCB's 10 kA & its ratings to meet the load as per site requirement should be ISI marked (Any make from Legrand, Schneider, L&T, Havel's, etc). Any other item required in electric panel should be from reputed brand only duly ISI marked wherever applicable.

2.6 ULCCS LTD will provide mains electric supply at a Single point in the Theatre. *The tenderer will provide the detailed list of electric load (both Single and 3 Phase) along with the tender documentation.*

2.7 CCTV system with TV should be provided for outside monitoring.

2.8 Control Room: Drawing / layout for Control Room, if any will be provided to the ULCCS Ltd for constructing it at the time of commencement of work.

2.9 3D Films

2.9.1 The success behind any 3D Theatre lies in the fact that visitors have repeated visits. To sustain the interest in the theatre, movies need to be changed from time to time.

2.9.2 List / Library of minimum 100 genuine licensed films will be provided by tenderer out of which 10 films will be selected by ULCCS Ltd. The tenderer will provide these films along the system without any charges.

2.9.3 The duration of film will be minimum of 5 minutes

2.9.4 The films will be provided with genuine license and bidder will indemnify ULCCS Ltd from any sort of copy right infringement.

2.10 Installation

The work includes complete installation, testing, commissioning etc (as per clause 4 and 5) of the theatre on turnkey basis. Tenderer may visit the site on any working day to assess the scope of work.

3 TRAINING TO ULCCS/ KERALA TOURISM DEPT. Ltd PERSONAL

The firm shall conduct technical training on the functionality of the complete system to ULCCS Ltd. The firm should provide all installation / technical / operational & maintenance manuals of all products including preventive maintenance schedule of all the theater on commissioning.

4 SERVICE DURING AND AFTER WARRANTY / DEFECT LIABILITY PERIOD

Completely Free Service during warranty / defect liability period is to be provided including all consumables. Travelling, lodging and boarding charges etc for each visit shall be borne by the tenderer. After One Year Defect Liability Period; care of theatre will be taken under AMC by the tenderer on yearly basis for next 3 years in that rates of all consumables should be included for the successful operation of the theatre.

5 ANNUAL MAINTENANCE

Annual Maintenance for period of 3 years after completion of Defect Liability Period of one year will be carried out by tenderer (read with point 22 of General Conditions of Contract).

6 MISCELLANEOUS

- 6.1** Associated accessories required, if any, to complete the above work would be arranged by the Contractor at his own cost.
- 6.2** Contractor shall arrange for transportation, loading and unloading and safe storage of material at site at his own cost.
- 6.3** Contractor shall procure Energy Efficient Electrical Appliances / equipment having high Star Rating of Bureau of Energy Efficiency (BEE).
- 6.4** TO GET THE CLEAR IDEA OF THE WORK, TENDERERS / AGENCIES ARE REQUESTED TO VISIT THE SITE AT AKKULAM TOURIST VILLAGE.
- 6.5** All Civil, electrical and mechanical work (machines, equipment, pumps etc) as required for the setting up of the system shall have to be done by the Contractor.
- 6.6** Such works, not listed in the schedule of work but required for completion of the project is deemed to have been included in the scope of this bid.
- 6.7** Matters not covered by the specifications given in the contract, the relevant **Indian Standard Codes and BIS shall prevail**. If the Company is following any other International Standards, a copy of those standards along with the Tender Document should be submitted for the approval from the ULCCS Ltd. If such codes on a particular subject have not been framed, the decision of the ULCCS Ltd shall be final and binding.
- 6.8** The work shall be carried out under the direction / supervision / control of the ULCCS Ltd. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the setting up of multi dimension theatre and would be responsible for taking instructions for carrying out the work.

- 6.9** ULCCS Ltd decision with regard to the quality of the material and workmanship will be final. Any material rejected by the ULCCS Ltd shall be immediately removed from the site of work by the contractor at his own cost and risk without any compensation within two weeks of instruction issued by ULCCS Ltd. If such rejected material are not removed from the site within two weeks it will be disposed as per rules by the ULCCS Ltd and proceeds realized if any there of credited / adjusted to the contractor.
- 6.10** **The entire work shall be performed on turnkey basis. Any minor item(s) not included in the schedule of work shall have to be supplied by the contractor without any extra cost.**
- 6.11** Ensure supply of all vital spare parts for next 10 years in advance before the completion of work
- 6.12** The firm shall /may be required to do all such things as shall be necessary to supply all the technical data and information like manuals / brochures / CDs etc and technical assistance in respect of the project before its implementation at the request of ULCCS LTD.
- 6.13** **The ULCCS LTD reserves every right of omitting / deleting / altering any item of work at the time of award of the work or at later date without assigning any reason and the contractor shall not be entitled for any compensation due to this.**

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO THE TENDERER

Setting up of Multi-dimensional Theatre of 12 seats in the Existing Theatre (hall) including Supply, Installation, Testing, Commissioning, Training and Maintenance on turnkey basis at Akkulam Tourist Village, Trivandrum, Kerala

1. **PRE-BID MEETING**

- 1.1. A pre-bid meeting shall be held for clarifying any issue raised by the prospective bidders. The prospective bidders may send their queries 7 days before the date of pre-bid meeting preferably.
- 1.2. Decisions taken in the pre-bid meeting shall have overriding effects on the provisions mentioned in scope, terms and conditions of the Tender Document.

2. The offer should be submitted in **three separate envelopes**.

Part-I(Envelope-I): containing Demand Draft towards Earnest Money Deposit

Part-II(Envelope-II): containing Technical Bid

Part-III(Envelope-III): containing Financial Bid

3. The tender shall be submitted as under: -

ENVELOPE – I: super scribed “**EARNEST MONEY DEPOSIT**” should contain:
Earnest Money Deposit in the form of Demand Draft

➤ Tender submitted without the Earnest Money will be summarily rejected.

ENVELOPE - II: super scribed “**TECHNICAL BID**” should contain Particulars of Tenderer as per Annexure: I attached

ENVELOPE III: super scribed “**FINANCIAL BID**” should contain only the price bid.

All the envelopes mentioned above should be submitted in a larger envelope double- sealed cover, super-scribing the Tender for “Setting up of Multi-dimensional Theatre at Akkulam Tourist Village Trivandrum.” within due date.

4. **PROCEDURE**

The procedure of opening the tender shall be as follows:

Envelope – I shall be opened in the first instance. Bids without proper Earnest Money shall be out rightly rejected and Envelope – II and III shall not be opened.

Envelope – II shall only be opened with Earnest Money in Envelope–I as required.

➤ Technical Evaluation Committee will evaluate the Technical Bid. Envelope - III of only those bidder(s) shall be opened who have been found qualified by the Technical Evaluation Committee.

Conditional bids will be out rightly rejected.

5. CLARIFICATION OF BIDS

5.1. ULCCS Ltd can seek any other technical information or clarifications from the tenderer as desired at its end to assist in examination, evaluation and comparison of bids.

5.2. A perspective tenderer requiring any clarification on the tender documents may contact ULCCS Ltd in writing at least 2 days before the Prebid meeting where these shall be attended to. Decisions of the Prebid Meeting shall be conveyed in writing or email and shall have over-riding effect on the Original tender document. The categories of items and quantity indicated in the Tender Document are tentative. The Chairman, ULCCS Ltd reserves the right to increase or decrease the quantity or delete some of the items depending on the needs of the ULCCS Ltd.

6. SELECTION CRITERIA

The overall score of the Agencies (Technical, Presentation and Financial) will be calculated as under:

TECHNICAL SCORE(ST): MAXIMUM MARKS: 70

The criterion for evaluation of Technical proposal submitted by the Agencies is as follows:

	Evaluation Criteria	Maximum Marks 70	Tenderer to submit following Documents the Technical Bid.
1	Average Turnover of last 3 years <50 lakh 50-100 Lakh 100-150 Lakh 150-200 Lakh >200 lakh	0 5 10 15 20	Documentary Proofs eg. Certified Annual Accounts (Balance sheets / Profit and Loss statements) of the last 3 years.
2	Past Relevant Installations	25	Photographic Reference of earlier relevant works with copy of work orders. 5 number for each relevant Work order of minimum value of Rs. 10 lakhs. Maximum Marks 25. (As per Appendix: 2)
3	Presentation: Proposed Theatre.	25	Presentation* including background of firm, technical soundness, technical manpower, past experience, proposed theatre at Akkulam tourist village <i>(Preferably a video</i>

			<p><i>presentation showing the technology to be used, motions, effects, films),</i> Methodology for setting up theatre, List of proposed 3D films, Listing of machine / equipment to be used for setting up of Theatre along with their specifications / Brands(Brochures /leaflets etc may be enclosed) as per Appendix: 3 etc.</p>
	TOTAL	70	

Note:

The bidders may please note that their offers will be evaluated as per the documents submitted along with their tenders. However, ULCCS Ltd reserve the right to such clarifications / additional documents after opening at the bids.

*Agencies may be asked to make presentation before the Technical Evaluation Committee as and when asked for. Decision of the Committee will be final. A soft / hard copy of the presentation would be submitted at the time of presentation.

FINANCIAL SCORE

MAXIMUM MARKS: 30

Financial Scores (SF) will be calculated as under: SF

$$= (100 \times F_m / F) \times 0.30$$

F_m – Minimum Price Bid received. F

– Price Bid under consideration.

OVERALL SCORE (SO)

MAXIMUM MARKS: 100

The sum of Technical Score & Presentation Score and Financial Score. SO =

$$ST + SF$$

7. AWARD OF WORK:

The agency having maximum overall score will be considered for award of work

8. INSTRUCTIONS WITH RESPECT TO EMD

- 8.1.** Tender submitted without the Earnest Money will be summarily rejected.
- 8.2.** The earnest money deposited with ULCCS Ltd will be refunded to the unsuccessful bidder(s) after finalization of the award of work as per terms & conditions of the contract.
- 8.3.** In case of successful Tenderer, the Earnest Money will be retained as part of the Security Deposit/ Retention Money for satisfactory execution of the contract.
- 8.4.** No interest can be claimed for the deposit of earnest or Retention money/ security money, which will be lying with ULCCS Ltd.
- 8.5.** A tender once submitted shall not be withdrawn within a validity period. In the event of a Tenderer withdrawing his tender before the expiry of validity period from the

- date fixed for receiving the tender, his tender would be cancelled and the Earnest money deposited with the ULCCS Ltd will be forfeited.
- 8.6. Unless the Contractor whose tender is accepted signs contract agreement within 15 days of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
 - 8.7. If after opening the tenders, a Tenderer revokes his tender or increases his earlier quoted rate or after acceptance of his tender does not commence the work in accordance with the instructions of ULCCS Ltd, the Earnest Money deposited by him will be forfeited.
 - 8.8. EMD would be forfeited if the successful Tenderer fails to commence and carry out the work as per terms & conditions of the Tender Document.

9. INSTRUCTIONS WITH RESPECT TO FINANCIAL BID

- 9.1. **While evaluating the Financial Bid Sum of rates quoted for Setting up of Theatre and AMC Charges will be considered.**
- 9.2. The tenderer should submit price bid duly signed on the original Financial Bid as per the given proforma attached with the tender document. Anything with regard to financial condition, payment terms, rebate etc. mentioned in financial bid may make the tender invalid. Therefore, it is in the interest of the Tenderer not to write anything extra in part-III except price. Also, conditional tender will not be acceptable.
- 9.3. Rates should be quoted in figures as well as in words in Indian currency only and in English.
- 9.4. In case the rates quoted in figures differ from those quoted in words, the rates quoted in words will be taken as the tendered rate and shall be binding on the Tenderers.
- 9.5. While quoting their rates, the Tenderers are advised to take into account all factors including fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 9.6. The prices quoted shall be fixed & firm in all respects.
- 9.7. The price should also be inclusive of transportation of materials to the site and loading & unloading etc.
- 9.8. The contractor shall arrange security for storage of their material to avoid any theft or losses during execution of work. ULCCS Ltd, in no case, shall be responsible for providing any security for the materials & equipment lying at site during execution of work.
- 9.9. The Tenderer should quote their rate including all related and necessary expenditure involved in designing, fabrication, transportation and installation of the items and all

the connected civil and mechanical works etc if any for setting up the **Multi dimensional Theatre** on turnkey basis.

- 9.10.** Any or all taxes applicable on the said work are to be quoted in the Financial Bid. No taxes other than the indicated in the Financial Bid will be paid by the ULCCS LTD.

10. OTHER INSTRUCTIONS

- 10.1.** ULCCS Ltd would not be under any obligation to give any clarification to the agencies whose bids are rejected.
- 10.2.** Before submitting the tenders, the firms are advised to inspect the site of work and its environment and make necessary investigation in regard to communication facilities, source of dry connection, power connection and other important points and site conditions etc in carrying out the work in accordance with the specifications, conditions of contract, the actual working and other prevailing conditions, position of material and labour etc. **If they feel any difficulty, it may be brought to the notice of ULCCS LTD immediately and before the Pre-bid Meeting. They should be well versed with the ULCCS LTD and General conditions of contract.** ULCCS LTD reserves the right to reject / cancel any or all or part of the tender of the bidder without assigning any reasons and shall also not be bound to accept lowest bidder. The decision of ULCCS LTD shall be final and binding.
- 10.3.** Omission, neglect or failure on the part of bidder to obtain requisite reliable and full information or any matter affecting his / her tender, shall not relieve the bidder, from any liability in respect of the contract.
- 10.4.** A Bidder shall submit a single offer-bid only.
- 10.5.** Bidders must submit their bids for all items as stated in this bid document above in a **single book form** properly page numbered and Indexed.
- 10.6.** Bids must be submitted in English language only.
- 10.7.** Incomplete, telegraphic or conditional bids shall not be accepted.
- 10.8.** Prices quoted must be firm and fixed. No price variation/escalation shall be allowed during process of completion of the project.
- 10.9.** The bidders must stamp and sign at the bottom of each page of the bid documents at the time of submission in token of unconditional acceptance of the departmental terms and conditions, technical specifications etc.
- 10.10.** Deviations in terms and conditions, Specification of material, Inspection clause etc. will not be accepted under any condition.
- 10.11.** The tenderer shall specially note that it is tenderer's responsibility to provide any item which is not specifically mentioned in the specifications or drawings, but which may be necessary to complete the work.
- 10.12.** Any bid received after the deadline for submission of bids shall be rejected or returned un-opened to the Tenderer.
- 10.13.** Tenders may be submitted by post and should be posted with due allowance for any delay in postal delivery. ULCCS LTD shall not be responsible for any delay due to any reasons in the transit. Tenders received after the due date and time of opening tenders shall be rejected.

- 10.14.** The bidders are required to furnish their offers in the price bid both in words & figures neatly or computer typed. Any correction shall liable the document to be rejected. In case of any conflict between figures and words, the latter shall prevail.
- 10.15.** Canvassing in any manner shall not be entertained and will be viewed seriously leading to rejection of the bid.
- 10.16.** All pages of the bid documents must be signed & stamped by the authorized person on behalf of the bidders.
- 10.17.** The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special conditions shall prevail.
- 10.18.** Tenderer or their authorized Representative, whose tender is accepted, shall within 15 days from the date of intimation to that effect shall sign formal contract in duplicate in the prescribed format. Requisite stamp paper for contract shall have to be purchased by the successful tenderer at their cost.
- 10.19.** The contractor's responsibility under this contract shall commence from the date of receipt of the acceptance of this tender / issue of Letter of Intent.
- 10.20.** If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the ULCCS LTD may at their discretion cancel such tender. If a partner of the firm expires after the submission of the tender or after the acceptance of the tender ULCCS LTD Administration may cancel such tender at their discretion unless the firm retains its character/s.
- 10.21.** The ULCCS LTD Administration will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

**GENERAL CONDITIONS OF
CONTRACT**

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS

In construing these Conditions and the Specifications, Schedule of Quantities and Contract Agreement the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

Employer/ULCCS LTD/ Purchaser / Department	shall mean The Uralungal Labour Contract Co-operative Society Ltd. registered under the Societies Registration Act and shall include their assignees and successors and administrators.
Contractors / Bidder / Tenderer/Agency/Firm	shall mean M/s. and shall include their assignees and/or successors his/their heirs and administrators and also includes the contractor's authorized personal representatives, successors and permitted assigns.
Site	shall mean the site of Contract works located in Akkulam Tourist Village Trivandrum Kerala including any building and erections thereon or any other land allotted by the ULCCS LTD for Contractor's use.
Contract	this Contract shall mean the Conditions of Contract, instructions to tenderers, form of tender, the specification, schedule of quantities and rates and the drawings attached hereto and signed.
Notice in Writing	all written notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
Act of Insolvency	shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, 1909 or the Provincial Insolvency Act 1920 or any amendments of the said Acts.
Chairman	shall mean the Chairman Uralungal Labour Contract Co-operative Society Ltd or any other officer in his place.
Engineer-In-Charge	shall mean any officer / official deputed by The Chairman, ULCCS Ltd for the purpose of control and supervision of the work and to issue instructions.

Equipment	means and includes machinery, apparatus, material, articles and things of all kinds to be provided under the contract, which will form part of the permanent works.
Work / Works / Permanent Works	means the work to be executed and includes all equipment and works to be provided in accordance with contract.
Contract Price	is the sum based on the form of tender as defined in the agreement
Final Contract Price	means the aggregate of the contract price. The amounts payable to the contractor in accordance with clause of the general conditions. The amounts payable to the contractor in respect of work after deduction of any amounts due to by the contractor in accordance with the contract
Temporary Works	means all temporary work of every kind required in or about the execution, maintenance or completion of the work but not forming part of the permanent work.
Drawings	means the drawings referred in the specification and any modification of such drawings approved in writing by the ULCCS Ltd and such other drawings as may be furnished or approved in writing by the ULCCS Ltd from time to time and drawings referred by the supply along with the drawings.
Approved	means approved in writing, including subsequent written confirmation of previous verbal approval and (approval) means approval in writing including as aforesaid.
Specified	means as stated in any part of these general and special condition of contract and the associated technical specifications.
Taking Over	signifies that construction; fabrication, erection, performance tests and adjustments have been satisfactorily completed.
Warranty Period	is the period following taking over during which the contractor guarantees the works against defects in design material and workmanship
Award / Accept / Letter of Intent	means the official notice issued by the ULCCS LTD notifying the contractor that his tender has been accepted.
Writing	includes any manuscript, typewritten or printed statement, under seal or hand.
Specifications	means "Technical Specifications" and the drawings forming part of this document.
Commissioning	means those activities embraced in the period from completion of construction to take over.

Words importing persons include Firms and Employers, and words importing the singular only include the plural and vice versa where the context so required.

2. WORKING CONDITIONS

- 2.1 The contractor has to work under the guidance / Supervision of the officer(s) authorized by the Chairman ULCCS Ltd.
- 2.2 The contractor will have to maintain the time schedule of the work, as per the date of issues of intent.
- 2.3 The contractor shall abide by the labour laws
- 2.4 All light and heavy machinery required for the work shall have to be arranged by the contractor on his own.
- 2.5 Contractor shall provide and employ sufficient number of qualified technical men for supervision of all aspects of the work.

3. USE OF CONTRACT AND INFORMATION

- 3.1 The tenderer shall not, without the ULCCS 's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract. Disclosure to any such employed person shall be made in confidence and to the extent only so far as may be necessary for purpose of such performance.
- 3.2 The tenderer shall not, without the ULCCS's prior written consent, make use of any document or information except for purposes of performing the contract.

4. PATENT RIGHTS AND ROYALTIES

- 4.1 The tenderer shall indemnify the ULCCS against all third party claims of infringement of patent, copyrights, royalties, trademarks or industrial design rights arising from use of the goods, drawings, films, software or any part thereof.
- 4.2 The Contractor/ Agency will declare and guarantees that all copyrights and author's rights etc. of all third parties shall be duly purchased and obtained and the royalties paid and by this agreement these rights of third parties, unencumbered in any respect, shall be transferred to ULCCS Ltd. No such right would be only for one time use specifically for this job. If, however, any dispute of claim preferred by the third parties arises, Agency shall indemnify the ULCCS Ltd against any such claim whatsoever.
- 4.3 The Contractor/ Agency hereby agrees that no claim whatsoever shall be made against the ULCCS in respect of any proprietary rights on the part of any other party relating to the plans, designs, drawings, photographs, scripts, films, software or any other such items, which they have used in the display of the work. The Agency shall indemnify the ULCCS of all costs and expenses, which may have called upon to do so against such claims.

5. TECHNICAL SOUNDNESS OF WORKS

At the time of handing over of all works executed by the Agency including that of sub-contractors, specialists or consultants, if any, employed by the Agency, the Contractor/ Agency shall be solely responsible that the work is technical and structurally sound. The Contractor shall also ensure that all the works are carried out strictly in accordance with the approved Concept and agreed specifications. All structural and electrical jobs carried out as a part of the contract shall be in accordance with the local relevant laws, rules and safety regulations, etc. in force to avoid any mishap or accident or fire due to any defective workmanship.

6. INSPECTIONS AND TESTS

The ULCCS Ltd or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract. The technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted.

The inspection can be carried at any time of the contract and if needed, modifications or alterations should be done as per recommendations of ULCCS Ltd.

Should any inspected or tested goods fail to conform to the specifications, the ULCCS Ltd may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specifications requirements free of cost to the purchaser.

7. TIME OF COMPLETION

The installation/commissioning work at the **Multi dimensional Theatre** at Akkulam Tourist Village is to be completed in all respects within time schedule. It may be clearly understood that time is the essence of the tender document/letter of intent.

8. TIME SCHEDULE

- 8.1 ~~Contract time~~ The time of completion of the work would be **60 (Sixty) Days** from the award of work.
- 8.2 Commencement of works: The Contractor shall immediately commence the work on award of letter of intent.
- 8.3 Time is the essence of the contract and contractor shall undertake to complete the work within stipulated time.
- 8.4 The contractor shall have complete control of the works and shall effectively direct and supervise the work so as to ensure conformity with the contract documents and completion of the work within the time stipulated. He shall be solely responsible for construction means, and methods, techniques sequences and procedures and for coordinating various parts of the work, whether performed by him or by any sub- contractor.

9 DELAYS

- 9.1 As soon as the Contractor recognizes that the work will not be finished in the time agreed upon, the Contractor shall inform the Employer of the need for more time to complete the Works and the reason for the request for the increased time.
- 9.2 It is the duty of the Employer to consider the request for an extension of the contract time taking into account the reasons given by the Contractor for such extension, and to grant the request if considered reasonable in the circumstances of the construction of the Works.
- 9.3 If the delay has occurred due to the negligence of the Contractor, the Employer can decide whether to grant the extension.

10 COMPENSATION FOR DELAY

- 10.1 The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and the contractor shall pay an amount equal to **1 (One percent)** of **Tendered Value** (Setting up of Theatre) for **every week or part of a week** that the work remains uncompleted or **unfinished after** the expiry of the completion date.
- 10.2 The entire amount of compensation to be paid under the provisions of the clause shall not **exceed TEN percent** of the value of the accepted Tender.
- 10.3 The Chairman, ULCCS Ltd may on representation from the Contractor reduce the amount of compensation and his decision in writing shall be final.

11 DELAYS IN COMMENCEMENT

- 11.1 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government controlled or other material.
- 11.2 The contractor should inspect the source of material, their quantity and availability. The material must strictly comply with the relevant specifications attached.
- 11.3 The contractor must co-operate and co-ordinate with other contractors involved in other works on the site.

12. BREACH OF CONTRACT LEVY OF DAMAGES.

The Engineer-in-Charge may, without prejudice to other rights and remedies, under the provisions of the contract or otherwise after issuing a notice, in writing and getting the final bill prepared absolutely determine the contract after levying compensation for damages of FIVE percent of the amount of the contract or the amount available with ULCCS Ltd ,whichever is less, if the contractor commits breach of the contract under any clause of the contract, or in any of the following cases:-

- (i) If the contractor suspends the execution of the work and in spite of having been given a notice in writing by the Engineer-in-charge fails to resume the work within ten days of the issue of the said notice,
- (ii) If the contractor, having been given a notice in writing by the Engineer-in-Charge, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an insufficient, improper, unworkman-like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- (iii) If the contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- (iv) If the contractor commits any of the acts or defaults mentioned in clause 29 thereof, his contract shall be terminated.

After the termination of the contract under this clause, the ULCCS Ltd shall be at liberty to (i) get the balance work executed through some other contractual agency or through departmental means or to (ii) abandon the balance work altogether or to (iii) modify the design and scope of the work in any manner. The contractor shall have no claim against the ULCCS Ltd for treating the work in any Unmanner deemed fit.

13. LIABILITY OF CONTRACTOR/AND POWERS TO TAKE OVER AND DISPOSE OFF CONTRACTOR PLANT

In any case, in which any of the powers conferred upon the Engineer-in-charge by clause 12 hereof shall have become exercisable and these shall not be exercised, the non – exercise thereof shall not constitute a waiver of any of the conditions here of and such power shall, notwithstanding, be exercisable in the event of any future case of default on the part of the contractor, for which by any clause or clauses, here of, he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Engineer-in-Charge putting in force all or any of the tools vested in him under the preceding clauses, he may, if he so desires, after giving a notice in writing to the contractor take possession of any or all tools, plants, materials and stores in or

upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for execution of the work in any part hereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by Engineer-in-Charge, whose certificate thereof shall be final. Otherwise the Engineer-in-Charge may, by giving a notice in writing to the contractor or his agent at the site of work require him to remove such tools, plants, materials or stores from the premises within the time specified in notice. In the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may get them removed at the contractor's expense or sell by auction or private sale on account of the contractor and at his risk in all respects. The certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and expense of any such sale shall be final & conclusive against the contractor.

14. COMPLETION OF WORK AND MEASUREMENT

- 14.1 All work shall be carried out according to approved and (or) specified dimensions. Measurements will be restricted to these approved and (or) specified even the contractor for his convenience exceeds the dimensions.
- 14.2 On completion of the work, the Contractor must submit the following documents:
- 14.2.1 A copy of the working drawing showing thereon all addition and alternations in the process of execution, and
- 14.2.2 All technical details, circuit diagrams etc.
- 14.2.3 Users/ Training/ Operational/ Maintenance Manuals etc.
- 14.2.4 Bills of Material.
- 14.2.5 List of Spare parts. If any along with List of Suppliers/ Vendors for the spare parts
- 14.2.6 List of Consumables required for Operations of Multi dimension Theatre along with List of Suppliers/ Vendors for the spare parts
- 14.2.7 Deviation Statement, if any.
- 14.2.8 Handing over- Taking Over memo
- 14.2.9 Work Completion Certificate with date of completion will be submitted by tenderer.

15. PAYMENT SCHEDULE

- 15.1 No Advance payment will be made at the time of release of the order
- 15.2 Payment of **75%** of the contracted cost will be considered after Supply of materials at the site.
- 15.3 **Five %** of the contracted cost will be deducted and retained as Retention Money for Defect Liability Period.
- 15.4 Balance **Five %** amount will be released after Defect Liability Period after deducting TEN % (10%) amount equivalent to Annual Maintenance Contract (AMC) amount quoted for 3 years which will be retention money for 3years AMC period.
- 15.5 Or after receipt of Bank Guarantee of equivalent amount and valid for Defect Liability Period + 60 days. The performa for Bank Guarantee is enclosed at *Annexure-II*. The payment will be released after fulfilling all the obligations for Defect Liability period.

- 15.6 AMC Payment Schedule:** 50% of Annual Maintenance Contract (AMC) charges will be paid after six months of AMC period and 50 % at the end of year during AMC after fulfilling the obligations for AMC work.
- 15.7** Retention Money for the AMC period will be of TEN % (10%) amount to equivalent to AMC amount quoted for 3 years will be released after 3 years of AMC period
- 15.8** Or after receipt of Bank Guarantee of equivalent amount valid for 3 years of AMC Period + 60 days. The period of Bank Guarantee will commence after completion of Defect Liability period. The performa for Bank Guarantee is enclosed at *Annexure-II*.
- 15.9** No interest will be payable.
- 15.10** TDS and / or any other tax will be deducted as per rules.

16 DUTIES AND TAXES

- 16.1** All the taxes and duties- custom duty, GST etc. as applicable is to be included in the Financial Bid.
- 16.2** **Nothing extra shall be paid by the ULCCS Ltd.**

17 DEDUCTIONS

Taxes will be deducted at source as per rules.

18 RETENTION MONEY

- 18.1** Retention Money shall be equivalent of 5% of the contracted value for setting up of Multi Dimension theatre for Defect Liability Period.
- 18.2** Retention Money shall be equivalent of 10% of the quoted amount for AMC for 3 years for AMC period of 3 years.
- 18.3** Earnest money deposited by the Agency shall be considered as part of this Retention Money.

19. REFUND OF RETENTION MONEY

Retention Money will be refunded as defined at Clause No.: 15 Payment schedule after the expiry of Defect Liability Period and AMC period or after receipt of Bank Guarantees of equivalent amounts valid for Defect Liability Period + 60 days and AMC period + 60 days respectively.

20 DEFECT LIABILITY PERIOD

- 20.1** One year after the successful completion of the work including removal of temporary scaffolding and removable materials and commissioning and acceptance of Work Completion Certificate by ULCCS Ltd.
- 20.2** After the work has been completed it will be thoroughly inspected by the ULCCS Ltd and defects if any will be pointed out to the Contractor/ Agency for rectification.
- 20.3** In case the work is not carried out in accordance with prescribed specifications or is not considered to be of the required standard or is not completed within the prescribed time limit, it will be open to ULCCS LTD to get the work done from other

sources.

- 20.4 There will be minimum four visits of the technical person for preventative maintenance of the theatre every quarter during Defect Liability Period. All the charges regarding transportation / boarding / lodging of technical persons shall be borne itself by the bidder
- 20.5 In the event of the Agency winding up its business whether voluntarily or compulsorily or making compensation or arrangements with its creditors or in case any proceedings under Insolvency Act is taken against them or a receiver of their business is appointed of failing to observe and perform any of the provisions of this contract or is in opinion of ULCCS not satisfactory proceeding with the work or unsatisfactorily completes the work, the ULCCS shall have the right to terminate the work forthwith without prejudice to any other rights or remedies.

21. WARRANTY

- 21.1 Warranty Period: will be same as Defect Liability Period or more if as provided by the manufacturer of the equipment. Certificate of Warranty to be provided at the time of handing over the completed work by the tenderer as well as from the original manufacturers of the equipment wherever possible.
- 21.2 The Tenderer warrants that the Goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The tenderer further warrants that the goods installed under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination.
- 21.3 This warranty shall remain valid as specified after the goods, or any portion thereof as the case may be, have been installed and commissioned.
- 21.4 The ULCCS Ltd shall promptly notify the Tenderer in writing of any claims arising under this warranty.
- 21.5 Upon receipt of such notice, the tenderer shall, with all reasonable repairs or replace the defective Goods or parts thereof, without cost to the ULCCS Ltd.
- 21.6 If Tenderer fails to remedy the defect(s) within a reasonable period, the ULCCS Ltd may proceed to take such remedial action as may be necessary, at the Tenderer's risk and expense and without prejudice to any other rights which the ULCCS Ltd may have against the Tenderer under the contract.

22 ANNUAL MAINTENANCE CONTRACT

- 22.1 **Commencement of AMC:** The Annual Maintenance contract (AMC) will commence after the completion of Defect Liability Period.
- 22.2 **Duration** of Annual Maintenance contract (AMC) will be for 3 years

- 22.3 The AMC shall include:
- 22.3.1 Faults / Critical Fault Attendance with Downtime not more than 3 days.
 - 22.3.2 Minimum Four visits of the technical person for preventative maintenance of the theatre will be every quarter per annum.
 - 22.3.3 All the charges regarding transportation / boarding / lodging of technical persons shall be borne itself by the bidder
 - 22.3.4 Replacement / Repair of control cards and updating of Software, if required will be done by Contractor without any charges.
 - 22.3.5 All the labour and service charges will be borne itself by the contractor during AMC.
 - 22.3.6 Contractor shall provide the tentative list of spare parts along with the list of the Suppliers and Estimated price before the commencement of AMC.
 - 22.3.7 If any spare part has to be replaced, Contractor will inform the ULCCS Ltd in advance with its technical specifications and list of suppliers / vendors.
 - 22.3.8 If any spare part is proprietary item of the Contractor, the list of all the proprietary spare parts along with prices For Akkulam will be provided to ULCCS Ltd by Contractor at time of signing of the agreement. The prices will be valid for AMC period.
- 22.4 In receipt of complaint Contractor shall repair or rectify the problem within 3 days.
- 22.5 Compensation For Delay**
- 22.5.1 The time allowed for carrying out the repair work should be as per downtime allowed. The work shall be completed with all due diligence and the Contractor shall pay an amount equal to **1% (one percent)** of **AMC amount** for **every day or part of a day** that the work remains un-attended / un-commenced / unfinished after Downtime of 3 days.
 - 22.5.2 If repair work requires spare parts which have to be procured from third party then time delay due to third party will excluded from the delay period for consideration of compensation Or Force Majeure as per Clause No.: 30.
 - 22.5.3 The entire amount of compensation to be paid under the provisions of the clause shall not normally **exceed TEN percent** of the value of the accepted AMC Charges.
 - 22.5.4 The Chairman ,ULCCS Ltd may on representation from the Contractor on valid reason(s) can decrease the amount of compensation and his decision in writing shall be final.
- 22.6 Termination of Contract can be as per the clauses already provided in the document.
- 22.7 Resolution of disputes / Arbitration will be as per Clause No.: 33
- 22.8 Laws will be applicable as per Clause No.: 34
- 22.9 Other terms & conditions of tender will be also applicable during the AMC wherever applicable.
- 22.10 Contractor will inform about anything required on the part of ULCCS Ltd to keep system working properly in advance.

23 PACKING & FORWARDING

- 23.1 Contractors, wherever applicable, shall after proper painting, pack and crate all equipment's in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of

installation. The contractor shall be held responsible for all damages due to improper packing.

- 23.2 The contractor shall notify the ULCCS Ltd of the date of each shipment, and the expected date of arrival at the site.

24 DEMURRAGE, WHARF AGE ETC.

All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

25. TRANSPORTATION

The tenderer is required under the contract to deliver the goods at the project site.

26 TOOLS & TACKLES

The contractor shall provide all reliable tools & tackles for proper execution of work. ULCCS Ltd shall in no way, responsible for supply of any tools & tackles for implementation of the work.

27 CHANGE ORDERS

- 27.1 The ULCCS Ltd may at any time, by a written order given to the tenderer make changes within the general scope of the contract in any one or more of the following:

- a. Drawings, designs or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the ULCCS Ltd.
- b. The method of transportation packing.
- c. The services to be provided by the Tenderer.

- 27.2 If any such change causes an increase or decrease in the cost of or the time required of, the Tenderer's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or commissioning schedule or both, and the Contract shall accordingly be amended. All claims by the Tenderer for adjustment under this clause must be asserted within thirty (30) days from the date of the tenderer's receipt of the ULCCS's change order.

28 SUBCONTRACTS

The tenderer shall notify the ULCCS in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the tenderer from any liability or obligation under the Contract.

29 USE OF COMPLETED PORTIONS:

- 29.1 Subject to "Contract Time" above the ULCCS Ltd shall have the right to take possession of any use any completed or partially completed portion of the work notwithstanding that the time for completing the entire work may not have expired. Possession and use shall not be deemed acceptance of any work completed in accordance with the terms of this contract.
- 29.2 Upon receipt of the take over notice the contractor shall remove from site any equipment, plant tools, scaffolding, materials of installations of any kind, otherwise the same shall be used by ULCCS Ltd as own property in completing the work directly or

- through any other agency or contractor. The contractor shall not in any manner prevent such take over of the site and there on by ULCCS Ltd nor shall he hinder or interrupt the work taken over in any manner.
- 29.3 After takeover of the site and works, ULCCS Ltd shall be entitled to withhold further payments to the contractor until accounts are settled as provided herein after completion of the work on expiry of the defects liability period.
- 29.4 Upon completion of his work through an agency other than the contractor, ULCCS Ltd shall through written notice inform the Contractor that it requires the contractor to remove from site any remaining material as also plant equipment etc. belonging to the contractor. If the contractor fails to remove his materials and equipment within fourteen days, ULCCS Ltd shall be at liberty to auction or sell such materials and equipment and credit the proceeds of such sale to the account.
- 29.5 In the above circumstances the contractor shall neither claim compensation of the use of his property by ULCCS Ltd nor other agency completing the work, nor shall he claim any losses on account of damage to or wear and tear to his property.
- 29.6 Taking possession of the site and removal of contractor shall not be construed as cancellation of the contract by ULCCS Ltd and this event shall in no way absolve the contractor of his remaining contractual obligations and responsibilities.
- 29.7 Should it become necessary for ULCCS Ltd to take over the work under the above circumstances the contractor shall be liable to make good all costs exceeding the agreed rates in the contract and also incidental expenditure of every nature incurred in completing the Work and duly certified by the Engineer In-Charge, ULCCS Ltd.
- 29.8 The total sum payable by the contractor to ULCCS Ltd by way of costs incurred in completing the work, damages, and compensation shall be deducted from amounts payable to the contractor. If the amount payable to the contractor is not sufficient to cover the sum due to ULCCS Ltd, the contractor is bound to pay the difference to ULCCS Ltd.

30 FORCE MAJEURE

Neither ULCCS Ltd nor Agency shall be considered in default in performance of its obligations, if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected such as war, hostilities, revolution, riots, civil commotion, strikes, lockouts, epidemic, fire, explosion, flood, earthquake or because of any law and order proclamation, regulations or ordinance of any Government or sub-division thereof or because of any Act of God or any other cause beyond the

control of the concerned party which could not have been foreseen or avoided by the exercise of due diligence and so it becomes impossible of performance, provided notices in writing of any such cases with necessary evidence that the obligation thereby affected or prevented or delayed is hereby given within 14 days from the happening of the event and in case it is not possible to serve the notice within the said 14 days period, then within the shortest possible period without delay. As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other party the actual delay occurred in such affected activity.

31 TERMINATION FOR INSOLVENCY

ULCCS Ltd may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will occur thereafter to the ULCCS Ltd.

32 TERMINATION FOR CONVENIENCE

In the event of suspension or abandonment of the said work due to causes beyond the control of either party or it appearing to either party that there is no possibility of resumption on either party. In the event of such termination no further payments, except the payment or payments which has or have been already made or which may be payable for work already done plus balance Concept and design fees in accordance with provisions as per this contract, prior to the date of such abandonment or suspension, as the case may be, shall be made by the ULCCS Ltd to Contractor/ Agency. The Contractor/ Agency will be, liable to transfer to ULCCS Ltd all works at such stage of completion, inclusive of all materials procured for the purpose of the project at the time of such termination.

33 RESOLUTION OF DISPUTES / ARBITRATION

33.1 The ULCCS Ltd and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

33.2 All disputes and differences arising out of or in connection with, touching or concerning this work shall be referred to the Sole Arbitrator appointed for the purpose by the Chairman, ULCCS Ltd. The decision of the Arbitrator shall be final and shall be binding on both the parties subject to the provisions of the Indian Reconciliation and Arbitration Act of 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

33.3 Venue of the arbitration proceedings shall be Vatakara

34. APPLICABLE LAW

The contract shall be interpreted in accordance with the laws of India. The station of purchaser **Vatakara** shall have exclusive jurisdiction in all matters arising under this contract.

35 PRICE ESCALATION

The rates quoted for all the items must remain firm throughout the tenure of this contract and no escalation for whatever reason will be entertained at any stage. Nothing extra will be payable under whatever circumstances may be other than as agreed in the contract. However, if rates will be cut by any Authority due to taxes etc, the same will be given to ULCCS Ltd.

36 NOTICE

36.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by fax / cable and confirmed in writing to the address specified for that purpose in the special condition of contract.

36.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

36.3 For the purpose of all the notices, the following shall be address of the purchaser and supplier.

36.4 PURCHASER:

Uralungal Labor Contract Cooperative Society Ltd

36.5 SUPPLIER:

(To be filled in at the time of signing of contract)

37 SUSPENSION OF WORK

37.1 The purchaser reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the contract. The ULCCS Ltd Administration will issue orders for suspension or reinstatement of the work to the Supplier in writing. The ULCCS Ltd will issue the time for completion of the works to the Supplier in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

37.2 Any necessary and demonstrable costs incurred by the Supplier as a result of such suspension of the works will be paid by the purchaser provided such costs are sustained to the satisfaction of the ULCCS Ltd. The purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Supplier or his sub-contractor.

38. ACCESS TO SITE AND WORK ON SITE: -

The purchaser shall accord possession of the site to the Supplier. Supplier to make suitable arrangements for work access to site himself. Supplier has to arrange his own lifting arrangements.

39. DEFENCE OR SUITS

If any action in court is brought against the purchaser or ULCCS Ltd or an officer or agent of the purchaser, for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the Supplier, his agents, representatives or his-contractors, or in connection with any claim based on lawful demands of sub-contractors workmen. Suppliers or employees, the supplier shall in all such cases indemnify and keep the purchaser, and the ULCCS Ltd and/or his representatives harmless from all losses, damages expenses or decrees arising of such action.

40 FOREIGN FIELD PERSONNEL (IF ANY)

The Supplier shall submit to the ULCCS Ltd, a complete list of foreign field personnel if any (including necessary data as may be required by ULCCS, required for the performance of the works in India. He shall also intimate the program of their visit to India and departure from India during the tendency of the contract. Purchaser may assist in obtaining necessary clearances from different govt. agencies. The ULCCS Ltd will have the right to review the list of such personnel and ask for increase in the strength or reschedule the visits of such personnel if in the opinion of the ULCCS Ltd the list of personnel mentioned not sufficient for effective performance of the contract.

41 MISCELLANEOUS

41.1 The Chairman ULCCS Ltd reserves the right to award the work either in part or as a total package.

41.2 No accommodation shall be provided by ULCCS Ltd for storage of materials or for labour and the Agency shall have to arrange it at its own cost.

41.3 Clean up of the site after completion of work will be the entire responsibility of the contractor

FINANCIAL BID

Setting Up of Multi-dimension Theatre

FINANCIAL BID

SETTING UP OF MULTI DIMENSIONAL THEATRE OF 12 SEATS IN THE EXISTING THEATRE

Amount in Indian Rupees

	Item of work	Amount (in Figures)	Amount (in Words)
A	Setting up of Multi-dimensional theatre Supply, Installation, Testing, Commissioning, Training and Maintenance of Theatre in the existing theatre (hall) at Akkulam Tourist Village on Turnkey basis		
	Taxes or any other Charges		
	SUB TOTAL (A)		
B	Annual Maintenance Charges for 1 st year after completion of Defect Liability Period		
	Annual Maintenance Charges for 2 nd year after completion of Defect Liability Period		
	Annual Maintenance Charges for 3 rd year after completion of Defect Liability Period		
	Taxes or any other Charges		
	SUB TOTAL (B)		
	GRAND TOTAL (A+B)		

The above quoted prices will be NET PAYABLE. No taxes or duties other than indicated above will be charged.

Name, Signature & Seal of Tenderer

Note:

ULCCS Ltd reserves to itself the right of omitting altogether any item of work at the time of award of the work or at later date and the contractor shall not be entitled for any compensation due to this omission.

No taxes or duties other than the indicated above will be paid by the ULCCS Ltd.

Any other item required to complete the work shall be deemed to be included in the prices of the above item. Nothing extra will be payable.

The amount in quoted in words shall govern if there is a difference in amount quoted in figures and words.

ANNEXURES

& APPENDICES

PARTICULARS OF TENDERER
Use Additional Sheet if necessary

1	Name of Agency	
2	Postal Address: E-mail address Telephone No. / Mobile No. Fax No.	
3	Name and designation of the representative of the Agency to whom all references shall be made Mobile No. (Authorization letter as per <i>Appendix: 1</i>)	
4	Status of Organization (Whether Private/ Public Sector Undertaking / Sole Proprietor / Partnership / Cooperative Society etc.) (Attach Documentary Proof)	
5	PAN No. and GST No. (Attach Documentary Proof)	
6	FINANCIAL STATUS: Relevant Documentary proofs for Average turnover for the last 3 years (Attach Certified documentary proof such as Annual Accounts i.e. Balance Sheet and Profit / Loss Account)	
7	The similar nature of work / installations executed by bidder. Each work / installation bearing minimum value of single work for Rs.10.00 Lakh (attach copies of work orders & references). As per <i>Appendix – 2</i>	
8	Details of bank draft / documentary proof of RTGS/ NEFT towards EMD	
9	Details of bank draft / documentary proof of RTGS/ NEFT/PGSC receipt towards Tender Document Fee (Purchased as hard copy from PGSC office)	

10	The contractor shall specify the make, model and other technical detail of item / equipment / machine, being offered, in the letter submitting his Tender Bid. The contractor shall supply the technical literature, maintenance schedule and operation manual of the equipment for the record and reference of ULCCS Ltd. This should be ensured to comply with the delivery of the equipment or with the submission of the invoice .As per Appendix:3	
11	Provide the detailed list of electric load (both Single and 3 Phase) along with the tender documentation	
12	A hard copy of presentation and soft copy in pen drive	
13	Any other information	

Name & Signature of Agency)

With Seal

**SPECIMEN
A FORM OF PERFORMANCE BANK GUARANTEE**

To
The Chairman,
The Uralungal Labour Contract Co-operative Society Ltd,
Vatakara, Kozhikode, Kerala

Whereas (Name and address of contractor).....
Date..... To execute (Name of contract and Brief description of works).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you on behalf of the contract, upto a total of amount of guarantee(in words

We under take to pay you upon your first written demand and without cavil or argument, any sum or sums with in the limit of amount of guarantee.....as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications for the terms of the contract or of work to be performed there under or any of the contract documents which may be made between you and contractor shall in any release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modifications.

This guarantee is valid upto (date).

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank.....
Address.....
Date

Letter of Authorization
(To be submitted in the letter head of the bidder)

To, The Chairman,
The Uralungal Labour Contract Co-operative Society Ltd,
Vatakara, Kozhikode, Kerala

Subject: Setting up of Multi dimensional Theatre of 12 seats in the Existing Theatre (hall) including Supply, Installation, Testing, Commissioning, Training and Maintenance on turnkey basis at Akkulam Tourist Village, Trivandrum

Ref: Tender Call Notice No.

Sir,
I/we hereby authorize Ms. /Mr. _____, Designationof our company to sign all relevant documents on behalf of the company/firm in dealing with the above tender. She / He is also authorized to attend all meetings and submit technical and commercial information as may be required by ULCCS Ltd in the course of processing of the tender.

Signature of the authorize persons

1. _____

Signature attested

Name and designation of the attesting officer with stamp.

Yours faithfully

Head / Competent Authority of the organization

Appendix -2

EXPERIENCE (RELEVANT PROJECT(s) / INSTALATION(s) COMPLETED)

(Please fill in information about similar major projects (Costing more than or equal to Rs. 10 Lakh
Please use additional sheets if necessary))

Sr. No.:	Year	Organization which awarded the Work	Location	Work / Project Title with broad details	Amount of Work in Rs.	Copy of Work Order Enclosed at...	Copy of Work Completion Certificate Enclosed at...
1							
2							
3							
4							
5							

(Signature of tenderer with Seal)

NOTE: Agencies who had earlier done any job / work for ULCCS Ltd in the past have to submit a Certificate of Satisfactory Performance otherwise tender will be rejected.

Appendix: 3

List of Machines / Equipment for Setting up of Multi-dimensional Theatre

(Please fill in information about machines/equipment which will be installed for setting up of multi-dimensional Theatre (Please use additional sheets if necessary))

Sr No .	Equipment / Material	Technical Specifications / Dimensions	Quantity	Standard	Brand	Technical Literature ,if any enclosed at ____
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

(Signature of tenderer with Seal)

AKKULAM TOURIST VILLAGE

Multi-dimensional Theatre

CHECK LIST

Date of Issue of Tender : 21-05-2019
 Date of Pre-Bid Meeting : 31-05-2019
 Venue of Pre-Bid Meeting : ULCCS Ltd, Madappally College
 PO, Vatakara, Kerala
 Last Date of submission of Tender : 10.06.2019 by 04PM
 Date of Presentation and Technical Evaluation : Will be intimated
 Date of opening of Financial Bid of technically qualified tenders : Will be intimated

	Items	Page No.	Check List
	PART – I – EMD		
1	Demand Draft of Earnest Money		
	PART – II – TECHNICAL BID		
1.	Covering Letter		
2	General Particulars of Tenderer		
3	Declaration		
4	Letter of Authorization as per Appendix: 1		
5	Status of organization		
6	Copy of PAN		
7	Copy of GST		
8	Financial Status of last 3 years such as (Certified documentary proof such as Annual Accounts i.e. Balance Sheet and Profit / Loss Account)		
9	Documentary proof of RTGS/ NEFT towards EMD		
10	Documentary proof of RTGS/NEFT/PGSC receipt towards Tender Document Fee (Purchased as hard copy from ULCCS Ltd office)		
11	Experience Information as per Appendix: 2		
12	Hard copy of Presentation & Soft Copy in pen drive		
13	Technical Specifications as Appendix: 3		
14	Provide the detailed list of electric load (both Single and 3 Phase) along with the tender document		
15	Signed and Stamped Tender Document		
16	Other Supportive Documents		
	PART – III – FINANCIAL BID		
1	Financial Bid as per Prescribed Proforma		

