TENDER DOCUMENT

FOR SUPPLY OF LED OUTDOOR DISPLAY AT DREAMS MALL, KOLLAM.

CLIENT	M/s DESINGANADU RAPID DEVELOPMENT & ASSISTANCE CO-OPERATIVE SOCIETY LTD. Q – 1666 KOTTIYAM P.O. , KOLLAM.		
ARCHITECTURAL CONSULTANT ARCHITECTURAL CONSULTANT ARCHITECTURAL NEAR ART OF LIVING ASHRAMAM, KOLLAM – 691 012			
MEP CONSULTANT	M/s BHAVANI CONSULTANTS 31/1342 D, LAL SALAM ROAD, PONNURUNNI, VYTILLA. P.O. , COCHIN - 682 019		

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NOTICE INVITING TENDER

NAME OF WORK	Supply & Installation of LED outdoor display for Dreams Mall					
OWNER/CLIENT	Desinganadu Rapid Development & Assistance Co- operative Society Ltd.					
LOCATION	Kottiyam, Kollam					
ARCHITECT	Abhilash Architects					
MEP CONSULTANTS	Bhavani Consultants					
LAST DATE OF RECEIPT OF TENDER						
ADDRESS OF OFFICE WHERE TENDERS ARE TO BE SUBMITTED	M/s DESINGANADU RAPID DEVELOPMENT & ASSISTANCE CO-OP SOCIETY LTD. Q – 1666, KOTTIYAM P.O., KOLLAM, KERALA, INDIA.					
CONTACT PERSON						

GENERAL INSTRUCTIONS

- **1.** Sealed competitive tenders are invited from competent qualified bidders for supply and fixing of LED outdoor display at Dreams Mall, Kottiyam.
- 2. The bidder should furnish a profile showing particulars of a list of the works executed by him during the last 3 years with details of their values, the agencies for which they were done, time taken and all relevant facts connected with the bidders, the particulars of technical staff under the applicant's employment and equipment/machinery under his control, etc. However, tender documents will be issued only to such of those applicants who may be considered suitable by the owners. The right to reject applications without assigning any reason thereof is reserved.
- 3. The bidder shall fill in the price in the Bill of quantities and submit the tender for the work duly completed in all respects, before or on ________ in a sealed cover superscribed with "TENDER FOR SUPPLY & INSTALLATION OF LED OUTDOOR DISPLAY FOR DREAMS MALL OF DESINGANADU RAPID DEVELOPMENT & ASSISTANCE CO-OPERATIVE SOCIETY LTD. AT KOLLAM" and addressed to the owners.
- **4.** No consideration will be given to a tender received after the time above stipulated and no extension of time will normally be allowed for submission of the tender.
- **5.** The bidder shall submit the tender after carefully examining the whole of the tender documents and specifications, the bills of quantities etc. No claim whatsoever should be entertained later on the plea of any difficulties which was or was not foreseen by the bidder. All the pages in the tender documents shall be signed by the bidder.
- **6.** This notice inviting tenders, the conditions of tender and the duly completed form of tender will inter alia form part of the agreement to be executed by the successful bidder with the owners.
- **7.** The bidder shall be responsible for the insurance of the materials at the site till the formal handing over of the duly completed site.
- **8.** The tender documents are non-transferable.
- **9.** The successful bidder has to submit a performance Bank Guarantee equal to 5% of the contract value with a validity till the end of defect liability period / warranty period.

AGREEMENT DATED

ARTICLES OF AGREEMENT made on the day of Two Thousand Twenty-Three between **M/S DESINGANADU RAPID DEVELOPMENT & ASSISTANCE CO-OPERATIVE SOCIETY LTD.** or their legal successors / Nominees / assigns (hereinafter called the "owner")

AND

or their legal successors/ assigns/ nominees (hereinafter called the bidder) of the other part WHEREAS the owner is desirous of supplying materials for the construction of DREAMS MALL.

- I. WHEREAS the bidder has agreed with the owner for the supply of LED outdoor display as set forth in the quotation submitted by him and subsequently negotiated as per the letter hereto annexed and in conformity with other specifications and terms and conditions set forth in the tender schedule also form part and parcel of this agreement, unless otherwise specifically amended or modified in this agreement.
- II. WHEREAS the owner is entrusting the work of Supply & Installation of LED Outdoor Display to the bidder as per the terms of contract hereby annexed which has been mutually agreed upon.
- III. NOW THIS INDENTURE WITNEESSETH and hereby agreed and declared by and between the parties hereto follows:
 - 1. The bidder shall supply the best quality materials which is approved by the architect will complete the same in accordance with the said specifications and drawings and said terms and conditions of contract in days or months. The owner does hereby agree that if the bidder shall duly supply the materials in the manner aforesaid and observe and keep the said terms and conditions, the owner will pay or cause to be paid to the bidder for the delivery on the completion thereof at the rates set forth in the schedule of works.
 - 2. It is hereby agreed and declared that all the provisions of the said specifications, scheduleof rates, conditions of contract, etc. as set forth in the tender documents, which have beencarefully read and understood by the bidder shall be binding upon the bidder and upon the owner as if the same had been repeated herein and shall be read as part of this agreement.
 - **3.** Care should be taken to avoid delivery of defective materials supplied to the owner. Biddershould sign and give receipts for all the money received and he should also prepare a final bill and give a final receipt for all the money received.

- 4. No certificate issued for final payment in respect of this work under this contract shall be considered conclusive evidence to the sufficiency of the materials to which it relates, nor shall it relieve the bidder from his liability to make good the defects as provided by the contract.
- 5. The owner is at liberty to direct the bidder to carry out all extra items, altered items and substituted items as suggested by the engineer in-charge or the architect for the purpose of proper completion of the work, and the bidder is bound to carry out such directions. The rates for such extra items shall be worked out as follows:
- 6. Whenever the bidder is in a position to provide the materials tendered but for owner's own reasons if the owner decide to supply the above materials, 10% over the cost will be permitted towards bidders own profit.
- 7. Whenever the owner makes modifications to the existing scheduled items, the bidder willdiscuss the rate with the society and the architect will finalize it. The owner will have the option to supply the materials if the bidder cannot get the materials at market price.
- 8. With regard to settlement of disputes the architect will give final decision and if the bidderis not satisfied with the above decision, he may take up the specific issue to a third party acceptable to the bidder and owner.
- **9.** The bidder should perform all tests at his own cost to the entire satisfaction of the owner/architect or their representatives.
- 10. All the items, which could become necessary, for completing the order in all respects even if these have not been specifically mentioned in the tender shall be carried out if instructed by the Client.
- **11.** Brief description of the work, general conditions of contract, technical specifications, schedule of quantities and drawings are attached.
- **12.** The tenderer shall quote the rates for material, at which he can undertake the work.

13. SCHEDULE OF WORKS

The schedule of works annexed with the tender documents forms the schedule of works to this agreement which shall be read and construed as forming part of this agreement. The quantities of various items given in the schedule of works are subject to alterations, omissions, deductions or additions as provided for in the conditions of contract and do notnecessarily show the actual quantities of work to be done.

14. SPECIFICATION

The following specifications of which the bidder has full knowledge and information shallbe followed for various items of work and the order of priority for specification shall be asnoted below.

- General specifications annexed with the tender documents
 - IS STANDARDS
 - IEC STANDARDS
 - ELECTRICAL INSPECTORATE, KSEB etc.

15. WARRANTY

A warranty period of minimum 2 years will be provided for the installed LED display unit.

IN WITNESS WHEREOF the parties hereto have signed the contract on the dates respectively mentioned against their signature.

WITNESS: 1.

2.

OWNER

WITNESS: 1.

2.

BIDDER

BRIEF DESCRIPTION OF THE WORK

The works detailed in the tender is for the Supply & Installation of LED outdoor display of DREAMS MALL for **"DESINGANADU RAPID DEVELOPMENT & ASSISTANCE CO-OPERATIVE SOCIETY LTD."**

This is a prestigious project and hence the works are expected to be of best quality. Relevant codes, standards to be followed as specified in the BOQ/technical specifications. **Matters not covered by the specifications given in the contract, the decision of the Employer / Consultant shall be final**.

GENERAL CONDITIONS OF CONTRACT

1. TENDER SUBMISSION

In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so; such power of attorney shall be produced with the tender and it must disclose that the firm is registered under the Indian Partnership Act.

Special care is to be taken to write the rates in figures and words in such a way that no interpolation is possible. Erasures and alterations must be avoided, but if errors are made unavoidably while pricing the bills of quantities, the wrong figures and words must be neatly scored out under the initials of the bidder and the correct figures and words neatly re-written but not over-written. <u>Overwriting is not permitted</u> and may entail rejection of the tender.

2. ERRORS IN BILL OF QUANTITTIES

Errors in the bills of quantities shall be dealt with in the following manner:

- a. In the event of a discrepancy between the rates quoted in words and rates in figures the former shall prevail.
- b. In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rates.
- c. All errors in totaling in the amount column and in carrying forward the totals shall be corrected.

3. ALTERNATIVE ITEMS

Where alternative items are given, only the rates in figures and words are to be entered and not the amounts thereof. A tender which does not show the rates in figures and wordsfor the alternative items may be rejected. The Employer reserves to himself the right to take into account any or all of the alternative items for the purpose of accepting a tender or to operate upon any or all of the said alternative items during the execution of the work, partly or fully as required.

4. The quantities furnished in the bills of quantities are only probable quantities liable to alternation by omission, deduction or addition, and it should be clearly understood that the contract is not a lump sum contract and the consultants, do not in any way, assure the bidder that the said probable quantities are correct or that the work would correspond thereof. Payments will be regulated on the actual quantities of work done at the accepted rates.

The schedule of quantities unless otherwise mentioned, shall be deemed to have been prepared in accordance with standard method of measurement.

The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the prices stated in the schedule of quantities and/or schedule of rates which rate shall cover all his obligations under this contract and all the matters and things necessary for the proper completion of the works whether they are specifically mentioned in the contract or not.

Any error in description, quantity or omission of items from the schedule of quantities shall not vitiate the contract but shall be rectified and the value thereof shall be added or deducted from the contract amount as the case may be, provided that no rectification of error if any shall be allowed in the bidder's schedule of rates.

In case the Employer/PMC/consultant are not satisfied with the quality of materials used by the Bidder, they reserve the right to direct the Bidder to procure such supplies from agencies they deem fit.

- 5. No alteration which are made by the bidder in the drawings, specifications or probable quantities accompanying the notice will be recognized, and if any such alterations and explanations should be set out in a covering letter and will become binding only if specifically accepted in writing by the owner at the time of acceptance of the tender. Any tender which purports to alter, vary or omit any of the conditions herein is liable to be rejected. The bidder shall also bear all expenses in connection with the preparation and submission of his tender.
- **6.** The owner will not unless otherwise provided for herein, supply or procure for the bidder; materials of any description and the bidder shall make his own arrangements therefore at his own cost.
- **7.** Some rights of owner:
 - a. The owner does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all of the tenders received without assigning any reason therefore.
 - b. Further, the owner reserves the right to award any component of the project or group of components to different bidder or to award the entire work to one bidder.
 - c. The owner further reserves the right to delete or reduce an item or section of the bills of quantities without assigning any reason whatsoever therefore and no claim will be entertained in this regard.
- **8.** The bidder whose tender is accepted is bound to execute a formal agreement with the owner within 7 days of issue of work order.

- **9.** The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Project Manager/ Project Engineer/Owner/Authorized technical personnel of the Owner
- **10.** On acceptance of the tender the bidder shall in writing and at once inform the owner the names of his accredited representative(s) who will be responsible to take instructions from the owner.
- **11.** The work or any part of it shall not be transferred, assigned or sublet without the written consent of the owner.
- **12.** The bidder shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other agencies/ specialists as may be employed by the owner on other works/sub-works in connection with the project/scheme of which this work forms part.
- **13.** The bidder will be required to ensure the work and keep it insured until one month after the date of taking over the works/installation by the employer, or otherwise in terms of the contract, against loss or damage by fire /water and other usual risks other than the risks accepted in terms of the contract, with an insurer whose name is to be approved by the owner.
- **14.** The bidder is required to comply with all Acts of Government relating to labour and the rules and regulation made there under from time to time and to submit at the proper times all particulars and statements required to be furnished to the labour authorities.
- **15.** In carrying out the work the bidder shall comply with the provisions of the safety code and model rules for the protection of health and sanitary arrangements for workers.
- **16.** All the materials supplied shall bear ISI Mark unless otherwise specified.
- **17.** All the electrical installations works shall be carried out as per relevant IEC, I.S. Codes of Practices.

18. PAYMENT TERMS

- a) The bidder's request for payments shall be made to the owner in writing, accompanied by an invoice describing, as appropriate, the goods delivered, services performed and fulfilment of other obligations stipulated in the contract.
- b) The payment shall be made promptly by the owner within 30days of submission of an invoice / claim by the bidder.

c) Payment Terms:

10% as mobilization advance.

- (i) 50% against supply of materials at site.
- (ii) 40% against testing & commissioning.

19. SCOPE

The scope of works includes to supply, deliver and commission all the light fixtures required for the construction of Dreams Mall. If required by the Employer/PMC the Bidder shall have to carry out tests of the product by the Employer / PMC at his own cost to prove that the materials etc., under test conform to the specifications. The necessary charges for preparation of transporting, testing etc., shall have to be borne by the Bidder. No extra payment on this account should in any case be entertained.

In general, the works should be carried out as per the detailed specification and schedule of quantities attached to the tender.

Matters not covered by the specifications given in the contract, the decision of the Employer / Consultant shall be final.

20. VALIDITY OF TENDERS

The tender shall remain open for acceptance for a period of **7** Days from the date of submission of the tender. The tenderer shall sign at the right-hand bottom of each page of the tender document.

21. COMMENCEMENT OF WORK

The bidder shall begin the work under this contract immediately after execution of agreement. The bidder shall be allowed admittance to the site on the date of commencement of work and complete the same except such items of work, which the Consultant/Owner might decide to delay on or before the date of completion.

22. TIME OF COMPLETION

The material should be delivered in all respects within **one month** from the date of agreement. If the bidder shall desire extension of time for completion of work due to reasons beyond his control, he shall apply in writing to the Owner. If the Owner is satisfied that such request is genuine and reasonable, he shall extend the time suitably in writing. If the bidder commits any breach of any obligations under the contract, the Owner may terminate the contract and its further operations wholly or in part by giving the bidder notice in writing. In such an eventuality the bidder shall be liable to compensate for the losses and hardships caused thereby.

When the works are completed in all respects, the Bidder shall intimate in writing to the Employer to enable to take possession of the same. The works shall not be considered virtually complete until the Employer have jointly inspected the works and certified in writing that this has been completed.

25. FIXED PRICE

The quoted rates shall be all inclusive and cover the cost of all materials, freight, duties, royalties, overhead, profit and any other expenditure incurred for completion of work as per specifications. The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account due to price escalation in material costs. Quoted rates shall be exclusive of GST. GST shall be calculated for the total quoted amount.

26. DISPUTES

- a) The owner and the bidder 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.
- b) No arbitration of any dispute on contract will be allowed under any circumstances. In case any dispute between the bidder and owner, the architect will give the final decision. He may take specific issues to the court & law for a ruling at the courts at KOLLAM and this is not an arbitration clause.

27. TESTING/INSPECTION

The bidder shall arrange to perform at his own cost all tests as required by BIS specifications, codes and Electrical Inspectorate Standards etc., so as to ascertain the quality of the installations, as required by the Electrical Inspectorate and test reports shall be furnished by the bidder.

In the event that the installation does not perform satisfactorily on test, the bidder shall carryout such remedial works as may be necessary to enable them to reach the required standard and as may be required by the Owner/Consultant.

The costs of such remedial works shall be borne by the bidder unless it can be demonstrated that their necessity was because of faulty equipment/material supplied by the Owner.

28. DELAYS IN THE CONTRACTOR'S PERFORMANCE

Performance of services shall be made by the contractor in accordance with the time schedule specified by the owner in its schedule of requirements. Any delay beyond the reasonable period of 15 days behind the schedule of completion, except for reasons beyond bidder'scontrol, the bidder shall be liable to indemnify the owner by 0.5% of the contract value foreach day of delay.

29. APPLICABLE LAW

The contract shall be interpreted in accordance with the laws of the union of India.

30. TAXES & DUTIES

The bidder shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted goods, including installation and commissioning and the satisfactory performance as per the contract. GST shall be calculated for the total quoted amount.

31. EXTRA ITEMS

The extra item will include only items of work, which, though highly necessary for the proper execution of the work and its completion, were not provided in the original contract, drawings, specifications or schedule of quantities. The rate for extra items shall be worked out as follows.

- a. In the case of extra items, whether additional, altered or substituted for which similar item exists in the contract the rates for the extra items shall be delivered from the agreed rates.
- b. In the case of extra items, whether additional, altered or substituted for which rates cannot be derived from the similar items, the bidder shall communicate to the Consultant the rates which he proposes to claim supported by an analysis of the rates and the consultant shall, determine the rates on the basis of the prevailing market rates giving due consideration to the rate analysis given by the bidder. The bidder's profit is to be included while working out the rates.

32. DEFECTS LIABILITY PERIOD

Any defect or fault due to materials supplied by the bidder or workmanship not complying with the specifications which may appear within the defect liability period of **12 months** from the date of completion of works, shall be rectified and made good by the bidder at his own cost. In case of default in rectifying the same, losses and expenses incidental there-to shall be recovered from the bidder.

33. STORE

Suitable area near the site of work shall be allowed to the Bidder free of cost for storing his materials. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property and shall cover his property with requisite insurance against theft, fire etc.

34. INSPECTION

Inspection by department has to be arranged by the bidder and actual statutory charges for the same shall be borne by the Owner.

TECHNICAL SPECIFICATIONS

PHYSICAL PARAMETERS (CABINET & MODULE)

Pixel configuration : 32 x 32, Pixel Pitch (mm) : 6 mm, Cabinet Dimensions (L x W x H) : 768 x 768 x 80 mm, Pixel Density : 27,777 pixel per sqm. , Module Dimensions (L x W x H) : 192 x 192 x 14.5 mm

ELECTRONIC PARAMETER

Cabinet weight : 10 kg per cabinet, Colour grayscale : 32 bit, Refresh rate : 480 – 3000 Hz, Driving Type : PWM Driving IC complying with IEEE 519 standards

OPTICAL PARAMETER

Brightness : 6000 nit, Optimum Viewing Distance : \geq 4 m , Optimal Horizontal Viewing Angle : 140° , Optimal Vertical Viewing Angle : 130°

ELECTRICAL PARAMETER

AC input Voltage : AC 200 – 240 V, AC Input Frequency : 50 - 60 Hz, Attenuation $\ge 15\%$, Screen Power Consumption : 576 W/sqm.

CIRCUMSTANCE PARAMETER

Storage Temperature : -20°C to +50°C , Working Temperature : -20°C to +50°C , IP Rating (Front / Rear) : IP65 / IP30, Storage Humidity (RH) : 10% - 90% Non-condensing, Working Humidity (RH) : 10% - 60% Non-condensing, Lifetime Typical Value : 1,00,000 hrs

INSTALLATION TYPE

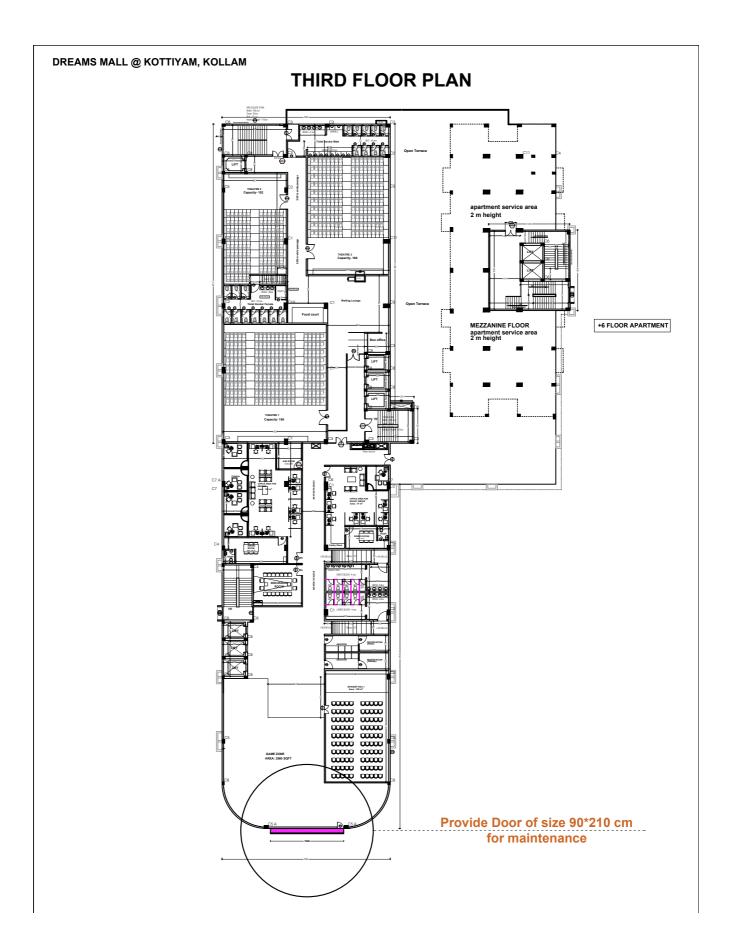
LED Screen Installation Type : Cabinet Installation

FRAMEWORK DESIGN

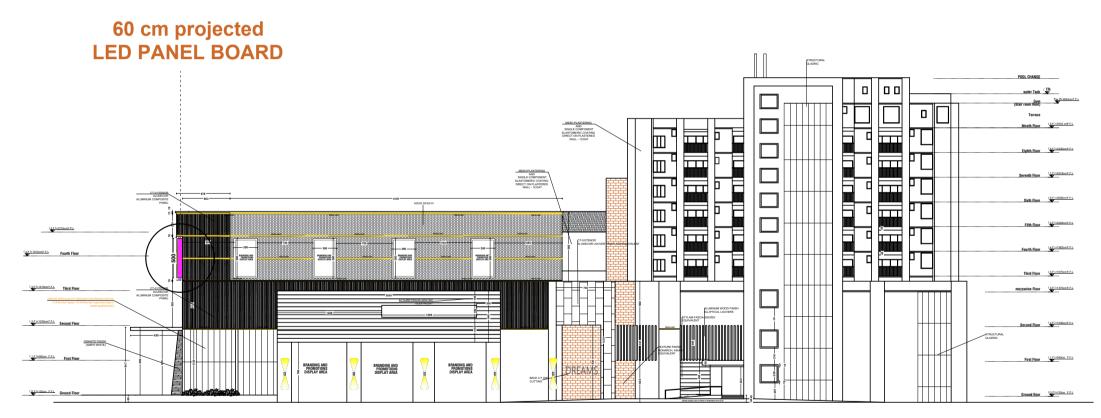
The design for the framework supporting the LED display using suitable sections (extruded Aluminium frames & I section) must be approved by the Client/Consultant before execution.

BILL OF QUANTITIES

SL NO.	PRODUCT DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT
1	Supply & Installation of P6 Outdoor Video Display including design & installation of the framework to support the same. (Size : 10 x 5.3 m)	Nos	1		

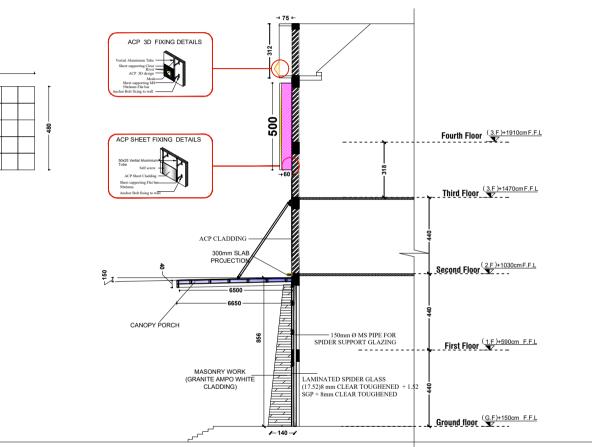


PROPOSED COMMERCIAL/ MULTIPLEX/ APARTMENT BUILDING



WEST ELEVATION

SECTION AA'



560									