

CENTRE FOR DEVELOPMENT OF IMAGING TECHNOLOGY (C-DIT)

Chithranjali Hills, Thiruvallom, Thiruvananthapuram-27

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

Ref. No. C-DIT/3/OIP/17/T 031

Date 14.07.17

TENDER NOTICE

SETTING UP OF SECURITY DESIGN LAB
FABRICATION OF COMPUTER SYSTEM TABLES AND CUPBOARDS HAVING
INTERNAL NETWORKING AND ELECTRIFICATION

Sealed tenders are invited for the fabrication of Computer system tables and cupboards having internal networking and electrification for the Security Design Lab. The envelopes containing the tender should bear the superscription "Tender for fabrication of Computer system tables and cupboards having internal networking and electrification for the Security Design Lab " and should be addressed to The Registrar, Centre for Development of Imaging Technology (C-DIT), Chitranjali hills, Thiruvallam, Thiruvananthapuram 695027. Intending tenderers may submit the tenders on their own papers by post/by hand. Last date for receipt of tenders is **21st July 2017 , 3.00 PM**. Late tenders will not be accepted. The tenders will be opened at **3.30 PM on same day** in C-DIT office in the presence of the tenderers or their authorized representatives who may be present at that time. Details of the requirements and the conditions governing the supply can be downloaded from our website www.cdit.org

Thiruvananthapuram

14.07.2017

Sd/-

REGISTRAR

SETTING UP OF SECURITY DESIGN LAB
FABIRICATION OF COMPUTER SYSTEM TABLES AND CUPBOARDS HAVING
INTERNAL NETWORKING AND ELECTRIFICATION

SPECIFICATION

No	Description	Qty.	Unit
1	L-SHAPE OFFICE TABLE – 2000+1679x 600+750 x 750mm (H)	1	No
2	SLIDING TABLE – 650x600x700mm (H)	1	No
3	WALL BENCH – 600x600x750mm (H)	1	No
4	WALL BENCH – 2700x600x750mm (H)	1	No
5	TALL STORAGE CABINET WITH GLASS INBUILT DOORS – 900x400x2100 mm	1	No
6	WALL CABINET WITH PANEL DOORS – 900x300x600 mm	3	No

1. L-SHAPE OFFICE TABLE

- 18mm thick melamine laminated plywood worktop 600mm wide– 1.68meter
- 18mm thick melamine laminated plywood worktop 750mm wide-2 meter.
- Under bench cabinet with 1 drawer & 1 door 450mm wide with lock-1 no
- cable gromet-1 no
- under bench CPU holder 250mm wide-1 no
- Filler panel-3.96 meter.
- Knee space panel-0.87meter.
- Single data outlet-1 no.
- Single Telephone outlet-1 no.
- 15 Amp/220 Volt double electrical outlet-2 no.

1.1 Specifications of High Pressure Laminated Worktop

- *High Pressure Laminate worktop will be made of 18 mm BWP(Boiled Water Proof) plywood laminated with 0.9 mm thick High Pressure Laminate on both sides.*
- *The lamination is done with hot press with minimum of 90 tones pressure.*
- *All exposed edges are lipped with PVC lipping **not less than 3 mm** to protect from impacts, moisture and insects.*
- *The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius or above.*
- *The High Pressure Laminate confirms to BS, NEMA & BIS Standards.*
- *The worktop is directly supported by the under-bench cabinets. All worktops shall have 80 mm glued back splash for wall benches, of the same material.*

1.2 Specifications of Under Bench cabinet

- *Cabinet Door/Drawer front made of 18mm thick BWP plywood with 0.9 mm thick melamine laminated on both sides. The lamination should be done by hot press with a minimum pressure of 90 tones. All exposed edges are lipped with PVC lipping **not less than 3 mm** to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius. The doors and drawers shall have locking facility.*
- *The door and drawers shall have locking facility.*
- *The Melamine Laminate should conform to BS, NEMA & BIS standards.*
- *The doors and drawers shall have full length grab rail that is not projecting outside from the door front surface. The grab rails should be made of Aluminum with powder coated one.*
- *Cabinet body is made out of 18mm thick BWP plywood laminated with 0.9 mm thick melamine on both sides. The lamination is done with hot press with minimum of 90 tones pressure. All exposed edges are lipped not less than 0.5 mm to protect from moisture and insects. The lipping is machine applied with hot melt glue at a temp of 205 degree Celsius or above.*
- *The cabinet body is made of permanent casework without any screws and knockdown/mini-fix fittings. Permanent case work shall be made using latest technology such as biscuit joints with necessary adhesives. Inside of the cabinet body there are no any gaps for dust accumulation. All joints are sealed and it should be easily cleanable.*
- *All adjustable shelves are also made with same material as above.*

1.3 Specifications of Filler Panels

- *It shall be made of 18 mm BWP plywood laminated, with 0.9mm thick melamine on both sides.*
- *The lamination should be done with hot press with minimum 90 tons of pressure.*
- *The High Pressure Laminate should conform to **BS, NEMA & BIS** Standards.*
- *All exposed edges are lipped with PVC lipping **not less than 3mm** to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius.*

1.4 Specifications of Knee space Panels

- *It shall be made of 9 mm BWP plywood laminated, with 0.9mm thick melamine on both sides.*
- *The lamination should be done with hot press with minimum 90 tons of pressure.*
- *The High Pressure Laminate should conform to **BS, NEMA & BIS** Standards.*

1.5 Specifications of under Bench CPU Holder

- *It shall be made of steel tubes with soft foam to protect CPU. It will be vertically mounted underside the desk. CPU holder has slide track and 360⁰ swivel mechanism, for easy access to the back of CPU for maintenance or cleaning.*

1.6 Specifications of Electrical sockets

- *Standard Electrical Fittings/wires should be sourced from Legrand, Crab Tree, Northwest, Schneider, Poly Cab, Finolex, V guard etc.*
- *Flame retardant, UV stabilized, unbreakable polycarbonate casing*
- *Connector of phosphor bronze to provide high conductivity, flexibility and contact pressure*
- *Switches are Piano type unless otherwise specified.*
- *Standard supply is 5/15 Amp/220 Volt double electrical sockets fully conforms to IS-1293-1988.*

2 .SLIDING TABLE

- 18mm thick melamine laminated plywood worktop 600mm wide – 0.65 meter.
- Supporting panel with castor and telescopic rail – 1 no

2.1 Specifications of High Pressure Laminated Worktop

- *High Pressure Laminate worktop will be made of 18 mm BWP(Boiled Water Proof) plywood laminated with 0.9 mm thick High Pressure Laminate on both sides.*
- *The lamination is done with hot press with minimum of 90 tones pressure.*
- *All exposed edges are lipped with PVC lipping **not less than 3 mm** to protect from impacts, moisture and insects.*
- *The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius or above.*
- *The High Pressure Laminate confirms to BS, NEMA & BIS Standards.*

2.2 Specifications of Supporting Panel

- *It shall be made of 18 mm BWP plywood laminated, with 0.9mm thick melamine on both sides.*
- *The lamination should be done with hot press with minimum 90 tons of pressure.*
- *The High Pressure Laminate should conform to **BS, NEMA & BIS** Standards.*
- *All exposed edges are lipped with PVC lipping **not less than 3mm** to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius.*
- *Slides shall be made of metal, zinc plated, running on ball bearing to allow smooth and silent sliding. It shall have soft- closing & full extension features.*

3 .WALL BENCH (600 X 600 X 750 mm)

- 18mm thick melamine laminated plywood worktop 600mm wide with back splash-0.6 meter.
- Under bench cabinet with 1 drawer and door 550mm wide with lock – 1 no.
- Filler panel – 0.18 meter.

3.1 Specifications of High Pressure Laminated Worktop

- *High Pressure Laminate worktop will be made of 18 mm BWP(Boiled Water Proof) plywood laminated with 0.9 mm thick High Pressure Laminate on both sides.*
- *The lamination is done with hot press with minimum of 90 tones pressure.*
- *All exposed edges are lipped with PVC lipping **not less than 3 mm** to protect from impacts, moisture and insects.*
- *The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius or above.*
- *The High Pressure Laminate confirms to BS, NEMA & BIS Standards.*
- *The worktop is directly supported by the under-bench cabinets.*
- *All worktops shall have 80 mm glued back splash for wall benches, of the same material.*

3.2 Specifications of Under Bench cabinet

- *Cabinet Door/Drawer front made of 18mm thick BWP plywood with 0.9 mm thick melamine laminated on both sides. The lamination should be done by hot press with a minimum pressure of 90 tones. All exposed edges are lipped with PVC lipping **not less than 3 mm** to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius. The doors and drawers shall have locking facility.*
- *The Melamine Laminate should confirm to BS, NEMA & BIS standards.*
- *The doors and drawers shall have full length grab rail that is not projecting outside from the door front surface. The grab rails should be made of Aluminum with powder coated one.*
- *The door and drawers shall have locking facility.*
- *Cabinet body is made out of 18mm thick BWP plywood laminated with 0.9 mm thick melamine on both sides. The lamination is done with hot press with minimum of 90 tones pressure. All exposed edges are lipped not less than 0.5 mm to protect from moisture and insects. The lipping is machine applied with hot melt glue at a temp of 205 degree Celsius or above.*
- *The cabinet body is made of permanent casework without any screws and knockdown/mini-fix fittings. Permanent case work shall be made using latest technology such as biscuit joints with necessary adhesives. Inside of the cabinet body there are no any gaps for dust accumulation. All joints are sealed and it should be easily cleanable.*
- *All adjustable shelves are also made with same material as above.*

3.3 Specifications of Filler Panel

- *It shall be made of 18 mm BWP plywood laminated, with 0.9mm thick melamine on both sides.*
- *The lamination should be done with hot press with minimum 90 tons of pressure.*
- *The High Pressure Laminate should conform to **BS, NEMA & BIS** Standards.*
- *All exposed edges are lipped with PVC lipping **not less than 3mm** to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius.*

4.WALL BENCH (2700 X 600 X 750 mm)

- 18mm thick melamine laminated plywood worktop 600mm wide with back splash-2.7 meter.
- u/b cabinet with 1 drawer & 1 door 450mm wide with lock-1 no
- Cablegrommet-2 no.
- Corner support – 2 no.
- Under bench CPU holder 250mm wide-2 no.
- Filler panel-1.11 meter.
- Knee space panel-1.57 meter.
- Single data outlet-2 no.
- Single Telephone outlet-2 no.
- 15 Amp/220 Volt double electrical outlet-4 no.

4.1 Specifications of High Pressure Laminated Worktop

- *High Pressure Laminate worktop will be made of 18 mm BWP (Boiled Water Proof) plywood laminated with 0.9 mm thick High Pressure Laminate on both sides.*
- *The lamination is done with hot press with minimum of 90 tones pressure.*
- *All exposed edges are lipped with PVC lipping **not less than 3 mm** to protect from impacts, moisture and insects.*
- *The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius or above.*
- *The High Pressure Laminate confirms to BS, NEMA & BIS Standards.*
- *The worktop is directly supported by the under-bench cabinets.*
- *All worktops shall have 80 mm glued back splash for wall benches, of the same material.*

4.2 Specifications of Under Bench cabinet

- *Cabinet Door/Drawer front made of 18mm thick BWP plywood with 0.9 mm thick melamine laminated on both sides. The lamination should be done by hot press with a minimum pressure of 90 tones. All exposed edges are lipped with PVC lipping **not less than 3 mm** to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius. The doors and drawers shall have locking facility.*
- *The Melamine Laminate should confirm to BS, NEMA & BIS standards.*
- *The doors and drawers shall have full length grab rail that is not projecting outside from the door front surface. The grab rails should be made of Aluminum with powder coated one.*
- *The door and drawers shall have locking facility.*
- *Cabinet body is made out of 18mm thick BWP plywood laminated with 0.9 mm thick melamine on both sides. The lamination is done with hot press with minimum of 90 tones pressure. All exposed edges are lipped not less than 0.5 mm to protect from moisture and insects. The lipping is machine applied with hot melt glue at a temp of 205 degree Celsius or above.*

- *The cabinet body is made of permanent casework without any screws and knockdown/mini-fix fittings. Permanent case work shall be made using latest technology such as biscuit joints with necessary adhesives. Inside of the cabinet body there are no any gaps for dust accumulation. All joints are sealed and it should be easily cleanable.*
- *All adjustable shelves are also made with same material as above.*

4.3 Specifications of Filler Panels

- *It shall be made of 18 mm BWP plywood laminated, with 0.9mm thick melamine on both sides.*
- *The lamination should be done with hot press with minimum 90 tons of pressure.*
- *The High Pressure Laminate should conform to **BS, NEMA & BIS** Standards.*
- *All exposed edges are lipped with PVC lipping **not less than 3mm** to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius.*

4.4 Specifications of Knee space Panels

- *It shall be made of 9 mm BWP plywood laminated, with 0.9mm thick melamine on both sides.*
- *The lamination should be done with hot press with minimum 90 tons of pressure.*
- *The High Pressure Laminate should conform to **BS, NEMA & BIS** Standards.*

4.5 Specifications of Under Bench CPU Holder

- *It shall be made of steel tubes with soft foam to protect CPU. It will be vertically mounted underside the desk. CPU holder has slide track and 360⁰ swivel mechanism, for easy access to the back of CPU for maintenance or cleaning.*

4.6 Specifications of Electrical sockets

- *Standard Electrical Fittings/wires should be sourced from Legrand, Crab Tree, Northwest, Schneider, Poly Cab, Finolex, V guard etc.*
- *Flame retardant, UV stabilized, unbreakable polycarbonate casing*
- *Connector of phosphor bronze to provide high conductivity, flexibility and contact pressure*
- *Switches are Piano type unless otherwise specified.*
- *Standard supply is 5/15 Amp/220 Volt double electrical sockets fully conforms to IS-1293-1988.*

5. TALL STORAGE CABINET WITH GLASS INBUILT DOORS

5.1 Specifications of Tall storage cabinet with glass inbuilt doors.

- *Door is made of 18 mm BWP plywood laminated with 0.9 mm thick melamine on both sides. The lamination is done with hot press with minimum of 90 tones pressure. All exposed edges are lipped with PVC lipping not less than 3 mm to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius or above. The doors shall have 4 mm thick plain glass inbuilt.*

- *The Melamine Laminate confirms to BS, NEMA & BIS Standards. The doors are provided with D shape handle.*
- *Body is made of 18mm thick BWP plywood laminated with 0.9mm thick melamine on both sides. The lamination is done with hot press with minimum of 90 tones pressure. All exposed edges are lipped not less than 0.5 mm to protect from moisture and insects.*
- *The lipping is machine applied with hot melt glue at a temp of 205 degree Celsius or above.*
- *Back wall is made of 4mm thick BWP Melamine laminated plywood.*
- *Provided with Adjustable and fixed shelves both made of 18mm thick BWP plywood laminated with 0.9mm thick melamine on both sides edge with tape edging.*
- *Nickel coated heavy duty; self-closing hinges are provided which allows an opening up to 165 degree wide and are adjustable in all three directions for perfect finish and corrections.*
- *A toe kick of 100mm made of 18mm plywood laminated with 0.9mm thick melamine on both sides edge with tape edging is provided.*

6. WALL CABINET WITH PANEL DOORS

5.2 Specifications of Wall mounted storage cabinet with panel doors.

- *Door is made of 18mm thick BWP plywood with 0.9 mm thick melamine laminated on both sides. All exposed edges are lipped with PVC lipping **not less than 3 mm** to protect from impacts, moisture and insects. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius.*
- *Cabinet Body is made of 18mm thick BWP plywood laminated with 0.9mm thick melamine on both sides. The lamination is done with hot press with minimum of 90 tones pressure. All exposed edges are lipped with PVC lipping not less than 3 mm to protect from impacts, moisture and insects. The lipping is machine applied with hot melt glue at a temp of 205 degree Celsius or above.*
- *Provided with Adjustable shelve both made of 18mm thick BWP plywood laminated with 0.9mm thick melamine on both sides edge with tape edging.*
- *The lamination is done with hot press with minimum of 90 tones pressure. The lipping is of the machine applied with hot melt glue at a temperature of 205 degree Celsius or above.*
- *The Melamine Laminate confirms to BS, NEMA & BIS Standards.*
- *Nickel coated heavy duty; self-closing hinges are provided which allows an opening up to 165 degree wide and are adjustable in all three directions for perfect finish and corrections.*
- *The cabinet body is made of permanent case work without any screws and knockdown/mini fix fittings. Permanent case work shall be made using latest technology such as biscuit joints with necessary adhesives. Inside of the cabinet body there are no any gaps for dust accumulation. All joints are sealed and it should be easily cleanable.*

GENERAL TERMS AND CONDITIONS

1. This Tender is invited for the " **fabrication of Computer system tables and cupboards having internal networking and electrification for the Security Design Lab**" for one of the projects taken up by C-DIT.
2. C-DIT reserves the right to cancel any or all tenders without assigning any reason whatsoever
3. **ELIGIBILITY CRITERIA OF TENDERER**
 - a) The bidder should have executed at least two works of similar nature in the last 2 years.
 - b) The item supplied/Brand shall be an ISO 9001:2008 certified
 - c) The brand/make shall have minimum 5years of exposure in the industry
 - d) Bidders previous history with State and Central Government organizations shall be considered for general assessment of product quality and service competence. Purchase Order copies and work completion certificates shall be submitted along with the offer
 - e) The supplier shall have their local fabrication facilities in Kerala and a local service centre/office in Thiruvananthapuram for the smooth co-ordination and after sales support.
4. All the modular laboratory furniture shall be designed and manufactured as per international standards.
5. Original Catalogue must be provided. All technical specifications should be printed on the catalogue. Separate sheet will not be acceptable.
6. Detailed specification of the furniture along with dimensional and 3D drawings shall be submitted along with quote.
7. Complete laboratory furniture should be provided with 1 year warranty from the date of installation.
8. The scope of work includes design of the furniture, procurement of materials, production, supply and installation at CDIT - LOTTERY DEPT, Trivandrum.
9. Required size, model, type & design shall be approved by concerned officer/Engineer-in-charge.
10. All the electrical sockets, cable grommets, lock, handles etc for the furniture shall be provided by the supplier.
11. Materials / accessories shall be sourced from a single party as far as possible to maintain the uniformity, colour combination and overall aesthetics.

12. Material property data sheet, Quality Standard Certificate, Environmental Certificate, Fire retardant Certificate etc. of the offered product have to be submitted along with the quotation.
13. The colour options shall be confirmed with CDIT & LOTTERY DEPT. before production.
14. The Tenderers are responsible for effecting supply to the entire satisfaction of the undersigned or his authorized representatives. In case any defect in the item supplied is noticed, such item will be rejected at the risk and cost of the Supplier.
15. The undersigned does not bind himself to accept the lowest tender and reserve himself the rights of accepting the whole or any part of the tender and the tenderer shall be bound to supply the accepted item at the rates quoted.
16. No advance payment will be made against supplies.
17. The rate quoted by the Tenderer shall be inclusive of the transportation charges, unloading charges and installation charges at site. Rates quoted by the tenderer shall be valid for a period of six months from the date of opening of the tender.
18. Installation period shall be specifically indicated in the tender and strictly adhered to. The Installation shall be arranged within 5 days on receipt of the firm order. Any delay in the installation period after the supply order is placed may result in cancellation of the supply order.
19. There is no separate bid form. The supplier shall submit the price offers in their own paper
20. The rate quoted for material shall be final and no enhancement will be allowed under any circumstances.
21. If the bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
22. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Thiruvananthapuram (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. Unsettled disputes will be referred to courts and courts in Thiruvananthapuram/ Kerala will have exclusive jurisdiction over the same.

23. PAYMENT TERMS

The following terms of payment shall be applicable for the contract

- a) 100 % payment against successful installation

24. Agreement: The Successful bidder within 2 days of getting confirmed work order has to enter an agreement with C-DIT in Rs.200 worth non judicial stamp paper, to ensure warranty and after sales support during the warranty period.

25. Authority: The authority for the acceptance of the tenders rests exclusively with the C-DIT. The C-DIT does not undertake to accept the lowest or any particular tender or to assign any reason whatsoever for the rejection of any tender.

26. The last date for submission of tender is 21st July 2017, 3.00 Pm The tender will be opened on the same day at 3.30 PM

27. At any time prior to the deadline for submission of tenders, the C-DIT may, for any reason deemed fit by it, modify/amend the tender documents by issuing suitable amendment(s)/ corrigendum's to it. Corrigendum to this tender shall be published in the site www.cdit.org. Prospective bidders are advised to regularly visit the website: www.cdit.org to keep track of corrigendum, if any.

28. In case of doubt:

If the bidder have any doubt on technical specifications or on terms & conditions stipulated above, please contact Sri. **Sajan Ambadiyil** in Mobile Number: 9447827852

Sd/
REGISTRAR, C-DIT
Dated 14.07.2017

PROFORMA OF "AGREEMENT"
(To be executed on non-Judicial Stamp Paper)

This Agreement made this. day of Two thousand and Between Centre for Development of Imaging Technology, a Society, registered under the Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act XII of 1955, having its registered Office at Chitranjali Hills, Thiruvallom, Trivandrum 695 027 (hereinafter referred to as "C-DIT" which expression shall include its administrators, successors, executors and assigns) of the one part and a company/firm incorporated under the.. having its registered Office at (hereinafter referred to as the "Contractor" or "X" (brief name of contracting Co.) (which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS C-DIT has invited bids for (briefly describe scope of the (work) as per its specification Ref. No.

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

NOW THEREFORE THIS DEED WITNESSETH AS UNDER :-

Article 1.0 AWARD OF CONTRACT

C-DIT has awarded the contract to "X" for the work of on the terms and conditions contained in its letter of Indent/Purchase Order No. dated and the documents referred to therein. The award has taken effect from.i.e. the date of issue of the aforesaid Letter.

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

Article 2.0 CONTRACT DOCUMENTS

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

Article 3.0 CONDITIONS & CONVENANTS

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

The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract Documents, but which are needed for successful, efficient, safe & reliable operation of the equipment unless otherwise specifically excluded in the specifications under "exclusions" or Purchase Order.

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

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

It is further agreed by the Contractor that the Contract performance Guarantee shall in no way be construed to limit or restrict the C-DIT's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in Para 3.4 above or under any other clause of the Agreement. The amount of damages/Compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

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

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

Article 4.0 SETTLEMENTS OF DISPUTES

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

NOTICE OF DEFAULT

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

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

WITNESS

C-DIT

1.

(Signature)

(Name)

2.

(Designation)

(Seal)

1.

(Contractors signature)

(Designation)

(Seal)

2.