



भाकृअनुप - केन्द्रीय रोपण फसल अनुसंधान संस्थान
कासरगोड़, केरल - 671 124 भारत
ICAR - Central Plantation Crops Research Institute
Kasaragod - 671 124, Kerala, India
(An ISO 9001:2008 Certified Institution)



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फाइल सं. 12/EX/2019-SS

दिनांक: 12.02.2019

To

M/s Panchami Lights & Sounds
Anangoor
Kasaragod - 671121

Sub : Work 'Erecting Exhibition Stalls' for conducting Kisan Mela during 16-19
February 2019 at CPCRI, Kasaragod-reg.

Ref: Your quotation dated 12.02.2019

Sir,

Your quotation cited above to execute the work '**Erecting Exhibition Stalls for Kisan Mela** adjacent to ATIC, CPCRI, Kasaragod at a total cost of Rs. 123900/- (Rupees One lakh twenty three thousand nine hundred only) has been accepted and accordingly the work is hereby awarded to you for execution. You are therefore requested to take up the work and complete the same within the stipulated period. The order is further subject to the following terms and conditions.

TERMS & CONDITIONS:

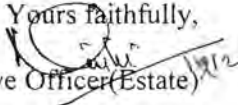
1. The work should be executed strictly as per the directions from the Technical Officer (Civil Engineering) of the Institute from time to time.
2. The Director, CPCRI, Kasaragod reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof. The decision of Director, CPCRI shall be final and binding on the Contractor/Agency in respect of any clause covered under the contract.
3. The staff provided should also maintain discipline in the premises of Institute.
4. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officers of Institute for the purpose. All complaints should be immediately attended to by the Agency.
5. The contractor shall not subcontract the work.
6. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.
7. The contractor will discharge all his legal/statutory obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, CPCRI, Kasaragod shall be final and binding on the contractor.
8. Income tax will be deducted from the payments due for the work done as per rules.
9. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.

10. The contract is subject to the condition that the conditions in the tender will comply with all the law and acts of Central/State Govt. relating to this contract applicable from time to time.
11. The quotation should remain open for acceptance for a period of 90 days. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tenders which are not acceptable to the department, then the Director shall, without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.
12. Before starting the work, **the successful bidder should remit 10% of the bid amount as Performance Security**, which will be released after completion of liability period of 3 months from the date of satisfactory completion of work. In the event of non-deposition of the same, the earnest money will be forfeited. The dues if any, not settled by the agency will be recovered from the security deposit.
13. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not take back his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him in the manner prescribed by the Institute.
14. If tenderer does not accept the offer, after issue of letter of award by the Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
15. The ICAR-CPCRI, Kasaragod is not bound to accept the lowest or any other tenders and also reserves to itself the right of accepting the tenders in whole or in part. The firms are however at liberty to bid for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
16. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
17. The rate should be quoted including all taxes . While submitting the final bill the taxes should be shown separately. Further it is responsibility of the contractor to remit the taxes to concerned authority directly by the contractor. After remittance copy of the same should be submitted to this office.
18. The Director, ICAR-CPCRI, Kasaragod reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
19. Decision of Director, ICAR-CPCRI, Kasaragod shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
20. Acceptance by the Institute will be communicated by FAX/Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Express letter etc. should be acted upon immediately.
21. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
22. The stalls should be completed in all respect with electrification by **12.00 Noon on 15.02.2019.**
23. Number of items or stalls may vary according to the actual requirement which will be intimated in writing through supplementary orders, if any.
24. The items supplied or provided should be of good quality. New clean white cloths and

- curtains of same color may be used for the stall. It may be ensured that sound system and light system etc. are of good quality and there is no interruption during its use.
25. Any item found to be sub-standard shall be rejected and will have to be replaced.
 26. The payment will be made only after verification by the committee of the actual materials supplied and the Stall erected. You will submit bills for payment only after actual measurement of various stalls, etc.
 27. A responsible person who will be able to carry out any emergency modification or repair of the installation should be available during the Five days at the site.
 28. The firm should ensure proper safety against any short circuit and fire accident in the stall & other articles provided should be insured by the service provider to cover damage due to fires etc.
 29. Specific requirements and the number of other details will be intimated in writing as per the need.
 30. **The work should be executed to the entire satisfaction of Chairman, Pandal Committee.**
 31. Stability and safety of the structure will be the responsibility of the firm. Any accident during erection and dismantling will be the responsibility of the firm.
 32. Change over switch should be arranged by the contractor without extra payment.
 33. Full time competent supervision to be provided with accessibility by mobile phone.
 34. No advance payment shall be given to fix stall etc. Total & final payment will be released after satisfactory completion of job.
 35. All arrangements to be completed and to handover the full complete worksite one day in advance **latest by 12.00pm on 15th February 2019**. The vendor should be ready to provide any additional items as and when required at short notice.
 36. The Director, ICAR CPCRI –Kasaragod reserves the right to reject any tender either in part or full without assigning any reason thereof.
 37. You may remit a Performance Security of **Rs.12390/- (Rupees Twelve thousand three hundred and ninety only)** being the 10% of contract value by DD, FD Receipt or Bank Guarantee from the Commercial Bank in an acceptable form before commencement of the work. The Bid Security deposited along with the tender will be refunded immediately on furnishing the Performance Security (If bank guarantee is produced the period of release of bank guarantee will be given by the office including release of the same).
 38. Please acknowledge receipt of this order and confirm acceptance within 7 days from the date of receipt of this letter.
 39. **The rates quoted should be inclusive of GST and other taxes .Income Tax , etc will be deducted at source from the bill as per prevailing rules..GST shall be paid directly to the concerned department and a copy of the same should be enclosed while submitting the bill to office for payment**
 40. GST or any other Tax applicable or made applicable as per the latest notification of Govt. of India after awarding the contract in respect of this contract shall be payable by the contractor and this institute will not entertain any claim whatsoever in this respect. However the Service taxes or any other tax which is as per the rules of the Govt. shall be deducted at source from, monthly bills, as per rules/ instructions made applicable from time-to-time by Govt.
 41. The invoice should contain, invoice number, address of the firm / contractor, details of all taxes including GST, GSTIN (both firm and ICAR-CPCRI, Kasaragod), Pan and Bank details, service description, service charge etc should be indicated separately. The contractor / Agency shall be responsible to comply with the requirements under the Labour Act/ EPF Act/ ESI Act/ Minimum wages Act etc. towards the personnel engaged for executing the contract work of this Institute.

42. Any compensation paid to the worker or parties hired through Contractor, shall be recovered from the Contractor, as per the guidelines issued ICAR vide O.M No. Admn-22(6)/2018-Estt.III dated 31.07.2018

Please acknowledge receipt of the work order and commence the work immediately

Yours faithfully,

Asst. Administrative Officer (Estate)

LIQUIDATED DAMAGE CLAUSE:

An amount equivalent to two days of contract amount, subject to a minimum of 0.5% per month will be levied as liquidated damage. Whenever and wherever it is found that the work is not up to the mark in any section, it will be brought to the notice of the supervisory staff of the firm by the Institute and if no action is taken within One Hour liquidated damages clause will be invoked.

Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Director, CPCRI, Kasaragod reserves the right to reject any or all E - Tenders in whole or in part without assigning any reasons thereof. The decision of Director shall be final and binding on the contractor/agency in respect of any clause covered under the contract.


Assistant Administrative Officer
(Estate)

Encl: Shedule of work

Copy to :

1. The Sr.Finance and Accounts Officer, CPCRI, Kasaragod.
2. The AAO(Bills), CPCRI, Kasaragod.
3. Technical Officer (Civil Engineering) CPCRI, Kasaragod, it may please be ensured that the contractor is permitted to commence the work at the work site immediately on receipt of security deposit. It may be ensured work is completed within the prescribed time and according to the specifications as approved. The date of commencement of the work awarded may be intimated and progress of work reported periodically.
4. Dr. K P Chandran, Pr. Scientist, CPCRI, Kasaragod for information
5. CPCRI, Website



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F.No.12/EX/2019-SS

dated 12.02.2019

M/s Panchami Lights & Sounds
Anangoor
Kasaragod 671121
Kerala .

APPENDIX 1 A


Name of the work: Erecting stall for conducting Kissan Mela adjacent to ATIC to be held from 16/2/19 to 19/02/2019 at ICAR-CPCRI, Kasaragod

Schedule of work

Sl no	Item of work	For 4 Days			
		Unit	Quantity	Rate	Amount
1)	Exhibition stalls Exhibition stalls of size 10feet x 10 feet x 12 feet height cubical , Water proof Pandal with G.I Sheets for top and sides along the road side(both) and inside coconut garden with floor carpet using green shade net as directed	Nos	28	3200	89600.00
2)	Providing and fixing Switch board with electric connection to each stall				
2 a)	Power supply boards with cables (10 mts minimum) three 5 amps points	Nos	29	100	2900.00
2 b)	15 amps Switch board	Nos	6	125	750.00
3)	Providing lighting arrangements for stalls and reception using CFL bulbs minimum 18 watts (4 days)	Nos	30	100	3000.00
4)	Supplying and fixing ceiling fan and connection from power panel.	Nos	30	125	3750.00
5)	Covering the exhibition pathway in front stalls with green shade net	Sqft	2500	2	5000.00
			Sub total		105000.00
	GST @18%	Rs	19808		18900.00
	Rate inclusive of GST	Grand total			123900.00

Amount in words : Rupees OneLakh Twenty Three Thousand Nine Hundred Only

Note : All arrangements to be completed and to handover the full complete worksite one day in advance latest by 12.00pm on 4th January 2018. The vendor should be ready to provide any additional items as and when required at short notice.


Assistant Administrative Officer (Estate)