

**Tender Document for Erection of Pandal and Hiring of other items for Pashu Mela at
Kotwa, (East Champaran)**

REGISTERED WITH ACKNOWLEDGEMENT DUE



NOT TRANSFERABLE

भारतीय कृषि अनुसंधान परिषद का पूर्वी अनुसंधान परिसर

ICAR RESEARCH COMPLEX FOR EASTERN REGION

(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

आई.सी.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA
फोन सं. Phone No. (0612) 2226024, 2228882*104, फैक्स सं. Fax No.2223956, Web-site: www.icarrcer.in

F.No.IRCER/P&S-45/17-18/Mela and Exhibition/

Dated: 23.06.2017

Bid for Erection of Pandal and Hiring of other Items

INVITATION FOR BIDS AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR ERECTION OF PANDAL AND HIRING OF OTHER ITEMS FOR PASHU MELA TO BE ORGANISED AT BLOCK KOTWA, DISTRICT: EAST CHAMPARAN ON 08TH JULY 2017

- A Cost of Tender Form **Rs.1,000/- (Rupees one thousand only)**
- B Last date of receipt of Tenders in Office is **2.30 PM on 03.07.2017.**
- C Tenders (technical bids) to be opened at **3.00 PM on 03.07.2017.**
- D Tender to remain open for acceptance up to 30 days from the date of opening.
- E The Tender document is also available at our Web-site: **www.icarrcer.in**

NOTE:

1. The Director, ICAR-RCER, ICAR Parisar, P.O. – BVCC, Patna may at his/her discretion to extend this date or cancel this Tender and such extension or cancellation shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.

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Note: All the communication must be addressed to the Director, ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800 014

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Sub:- Tender for award of erection of Pandal and hiring of other items for one occasion – reg.

Sir,

Sealed tender/quotations are invited on behalf of Director, ICAR-RCER, Patna for award of contract for **erection of Pandal and hiring of other items , for Pashu Mela at Block Kotwa, District: East Champaran on 08th July 2017**. In case you are interested to undertake the contract, you are requested to send your tender/quotations in a sealed cover and super-scribed as **"Bids for erection Pandal and hiring of other items , for Pashu Mela at Block Kotwa, District: East Champaran on 08th July 2017"** accompanied by a Demand Draft of **Rs. 25,000/-** as earnest money drawn in favour of **ICAR Unit: ICAR-RCER, Patna payable at Patna** which should reach the undersigned latest by 2.30 P.M. on 03.07.2017. The Tender may be dropped in the tender box kept at Room No. 104, ICAR-RCER, Patna in the presence of tenderer who may wish to be present. A copy of the prescribed form showing tentative quantity along with Terms & Conditions is enclosed. This tender will be opened on 03.07.2017 at 3.00 P.M. in the Conference Hall (Room No.203), ICAR-RCER, Patna.

Yours faithfully

For and on behalf of the Director ICAR-RCER

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TERMS & CONDITIONS OF CONTRACT – FOR ERECTION OF PANDAL AND HIRING OF OTHER ITEMS

1. Bidders are requested to study the terms and conditions of the tender carefully and then submit tenders accordingly. They may, if necessary, visit the Institute to study the layouts.
2. The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be super scribed “**Bids for Pandal and hiring of other items , for Pashu Mela at Block Kotwa, District: East Champaran on 08th July 2017**” with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the **Room No.104** Office of the ICAR-RCER, P/O – BVCC, Patna not later than **2.30 PM on 03.07.2017**.
3. The Institute reserves the right to reject any or all of the tenders received without assigning any reason.
4. The essence of the contract is timely supply of sufficient quantity and quality items and maintenance of hygiene and healthy sanitary conditions.
5. The Tender document must be signed and seal of the firm on each page to be put by the authorized signatory or by a person holding a Power of Attorney, authorizing him/her to do so and such Power of Attorney must be submitted along with the Tender Document.
6. The Institute is under no obligation to accept the lowest or any tender received in response to this tender notice and is entitled to reject any tender without assigning any reason whatsoever.
7. The bidders shall submit documentary evidence in support of the qualification criteria.
Mandatory documents to be attached are:

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- i. REGISTRATION CERTIFICATE.**
 - ii. COPY OF VAT/SALES TAX NUMBERS.**
 - iii. COPY OF PAN CARD AND INCOME TAX RETURN OF THE FINANCIAL YEAR 2015-16.**
 - iv. COPY OF REGISTRATION OF SERVICE TAX.**
 - v. COPY OF CERTIFIED BALANCE SHEET OF THE FINANCIAL YEAR 2015-16 OR 2016-17.**
 - vi. THE FIRM SHOULD HAVE AT LEAST ONE ORDER OF VALUE RS. TEN LAKH OR MORE IN THE CURRENT OR LAST THREE FINANCIAL YEARS.**
 - vii. A DECLARATION REGARDING NON BLACK LISTING OF FIRM BY ANY GOVERNMENT ORGANISATION ON ANY GROUNDS.**
8. The bidder should have experience in serving programme of more than 2500 participants in last two years at an outdoor venue.
 9. The bidder should have experience in holding programme for Central/State Government and reputed organization.
 10. Bids with all information and supporting documents by way of copies of work orders, latest Income Tax Certificate (Last 1 year of Tax paid to be included), Copy of VAT, Copy of Service Tax Number Certificate, etc. to establish their credentials and track record for fulfilling the experience, financial and ranking system requirements, will be considered. List of offices or organization where the pandal or exhibition stall was constructed/ running, should be enclosed.
 11. The Firm/Organization should be registered as a Sole Proprietor/ Partnership/ Company for carrying out such activity.
 12. The experience and financial criteria of the bidding entity shall be taken into consideration for assessment and evaluation.
 13. The bidder should not have been black-listed by any organization on any grounds.
 14. The ICAR Research Complex for Eastern Region, Patna reserves the right to use in-house information for assessment of capability of bidders. The decision of the Institute regarding the tender will be final and binding.

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15. The firm / organization should have registration with the Central or State Statutory authorities. The copies of the certificates of registration should be enclosed with the Tender Document.
16. Bidder shall ensure submission of complete information / documents at the first instance itself. The Institute reserves the right to complete the evaluation based on the details furnished by the bidders without seeking any subsequent additional information. Bids not in compliance with tender conditions or with incomplete information / documents are liable for rejection.
17. Please note that falsification/suppression of information shall lead to the disqualification of the tenderer.
18. Tenders should be complete in all respects and incomplete tenders and tenders not complying with the terms and conditions of the tender document will be summarily rejected without any notice.
19. The ERECTION OF PANDAL AND HIRING OF OTHER ITEMS need to be provided at **Block Kotwa, District: East Champaran** or any place decided by the Institute for one occasion of the Programme.
20. It is the responsibility of the firm to provide good quality tables, chairs, cloth and other materials for erection of Pandal and hiring of other items mentioned in Annexure "P". The Firm should arrange for his own staff for the said purpose.
21. Rates of all items should be inclusive of supply of material, labour charges, hire charges of tools & tackles, scaffolding, plant & machinery, any applicable taxes and duties etc. In case of only labour involved items, supply of materials will not be included. Any defect found in the work carried out by the contractor will have to be rectified free-of-cost by the contractor.
22. The Contractor shall take all necessary precautions to ensure safety and security of their workmen and shall be responsible for any injury that might occur to person/s and bear all cost towards treatment/compensation of them. The Contractor shall have to comply with the provisions of all prevailing Labour Rules, Wages Act and 1948 Worker's Compensation Act, whichever is applicable. No claim for idle labour will be entertained under any circumstances.
23. The contractor shall make their own arrangement for storage space and godown for their materials, tools & tackles, Plant & Machinery etc.
24. The Contractor shall take all necessary precautions to prevent any damage that may cause towards any host property during the course of execution of the contract and they will be liable to make good the same at their cost.

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25. The payment of bill will be made on actual measurement basis. Bill may be paid with part rate against individual items. However, part rates have to be certified by Institute. One or more items of the Tender may not be required for any particular location and payment for that location will be made on per actual executed items. Dimensions mentioned against some of the items may vary depending of site situation of any particular location.
26. Income tax deduction will be made at source from all payment as per laid down rules of Ministry of Finance. The PAN number of contractor should be clearly mentioned in the bills.
27. No other terms and conditions are acceptable from the contractor' end if not stipulated in the work order or accepted.
28. The Tenderer should ensure that the entire pandal and other premises are kept hygienic and clean.
29. Penalty as decided by the Institute, will be imposed on the bidder:-
 - i. If there is any dereliction /irregularity in service or delay in service;
 - ii. If the items supplied by the Bidder is substandard / non-quality or insufficient quantity;
 - iii. If more than 50% of the total participants / staff / guests rate the services provided by the Tenderer as either "average" or "poor".
30. Penalty will be recovered directly from the bill of the bidder and the Institute's decision shall be final.
31. The Bidder shall be solely responsible for any consequences due to falling down of Pandal and subsequent casualty. Besides refusal of the entire payment for the construction of Pandal, for which such consequences/casualty has occurred, the Institute may initiate further stringent action, as it may deem fit.
32. The firm/organization must comply and implement all the statutory provisions of the State & Central Acts relating to the employment of labour, i.e, various Acts relating to payment of Minimum Wages, ESI, PF, Bonus, etc., and all other statutory benefits, as amended from time to time. In the event of non-compliance, the contractor will be solely responsible for any penalty/fine imposed by the statutory bodies. Further, in the event of any loss incurred to the Institute due to non-compliance, the contractor shall indemnify the same to the Institute.
33. The Bidder shall bear taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/ Central Govt's or any local body or authority from time to time.

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34. The firm/contractor shall be solely and fully responsible for lapses, violation and non-compliance, if any of all the statutory dues and the Institute shall in no way be a party to it.
35. The contract either in full or in part **shall not be sublet or assigned** by the bidder to others under any circumstances. The bidder, whose tender is accepted, should indemnify the Institute against any claim due to non-compliance of any of the terms and conditions of the tender. In the event of the Institute having to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the firm/organization should pay such claim/damages and even if the Institute is called upon to pay such damages, the firm/organization must reimburse the same immediately.
36. The contractor shall obtain adequate insurance policy in respect of his staff to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.
37. The Bidder or his employees shall not use the premises allotted to him / her for any purpose other than the purposes defined and shall not act in any manner as to cause any nuisance or annoyance to the Institute or the participants at the Institute.
38. The Bidder or his employees shall not aid or participate or support any anti-institutional activity under any circumstances and shall strictly restrict to the work awarded under the contract.
39. The Bidder shall be deemed for all legal and contractual purposes, as the employer of the staff employed by him/her for carrying out the contract, and such persons will not have any claim for employment in the Institute now or at a future date.
40. In the event of theft, pilferage or damage to the Institute's property, and if proved that the contractor /his staff are responsible; the agency should make good all the losses and remove the concerned person identified as responsible from the services
41. The Bidder shall at all times during the continuance of the agreement and shall follow all directions and instructions given by the Institute and all authorized officials concerning every aspect of service and maintenance. The decision of the Institute would be final in all matters.
42. For all disputes arising out of non-adherence of any terms stipulated above, the Director of the Institute is the appellant authority and his decision would be final. However, the legal jurisdiction for all matters would be Patna.

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43. The contractor will be responsible for providing all items mentioned in Annexure-I. For any additional items, which the contractor intends to supply, the quantity of such items should be specified while quoting the proposed sale price of such item.
44. A Management Committee will be nominated by ICAR-RCER to inspect and oversee functioning of Erection of Pandal with a view to ensure quality of the service. In case there are repeated failures or lacuna noticed by the Committee due to failure of Contractor, the Secretary and/or Chairman of the Committee, can impose a fine up to Rs.2,00,000/- (Rs. Two lakh only) at one time to be recoverable from bills/security deposit due to the Contractor.
45. The Contractor will ensure that hazardous or inflammable or any intoxicating material is not stored in the respective premises.
46. The Contractor will deposit with ICAR-RCER a sum of **Rs. 25,000/- (Rupees Twenty five thousand only) as security deposit** or submit a bank guarantee (as per enclosed performa) valid for 03 months, for this amount towards security against the equipments provided by ICAR-RCER or any other loss, tear and acts of outside criminal interference, or material causes and riots etc. It will be recovered by ICAR-RCER from the security of Rs. 25,000/- in part or in Total, depending on the extent and nature of loss. Otherwise, the security deposit will be refunded to the Contractor on completion of Contract. The security deposit will bear no interest.
47. The ICAR-RCER will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Contractor in the premises.
48. For termination of this agreement **10 days notice will be required from either side** in writing.
49. In case of any dispute the matter shall be referred to the Director, ICAR-RCER, and his decision will be final and binding on the Contractor.
50. The Institute is **not bound to accept the lowest or any other tenders** and also reserve to itself the right of accepting the tenders in whole or in part or cancel the same.
51. **EMD of Rs. 25,000/-** (Refundable) should be submitted along with the tender in the form of Bank Draft or Bank Guarantee (as per enclosed Performa) .

(Signature of Contractor/bidder)

Name:

Contact No.:

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**PROFORMA
(ANNEXURE-I)**

Price List / Rate Schedule

To,

The Director,
ICAR-RCER, ICAR Parisar,
P/O – BVCC, Patna – 800 014.

Sub: Erection of Pandal and hiring of other items , for Pashu Mela at Block Kotwa, District: East Champaran on 08th July 2017- reg.

Sir,

I/We intend to submit the tender/quotation on the subject mentioned above and hereby consent to agree/accept all the terms and conditions stipulated in tender documents. The information desired and the rates quoted are as per following details:-

Sr. No.	Name of item	Particulars	Unit	Area/Quantity (Anticipated)	Rate to be charged for one day {01 DAY} (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
1	Pandal	Water proof pandal in the venue for sitting arrangement	Feet ²	10000	
2	Stage	Construction of elevated stage (30' x 20')	Feet ²	600	
		Carpeting of Stage	Feet ²	600	
3	Chairs	Plastic Chair	Nos.	4000	
		Gadda Chair	Nos.	20	
4	Generator	65 KVA with Diesel	No.	01	
5	Sound System	with 6 Box, 6 Mic Cordless, etc. with technician	Set	01	
6	Electrical items for the Pandal and other necessary places	Ceiling Fan	Nos.	150	
		Pedestal Fan	Nos.	50	

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7	Exhibition Stall	3M x 3M, each stall covered with water proof pandal having 02 nos. of chairs, 01 no. of , 01 no. of fan and carpeting	Nos.	30	
			Sub Total		
			Service Tax		
			Grand Total (Sub Total + Service Tax)		

- Note:*
- 1. The item/quantity/area/period may decrease or increase as per need based.*
 - 2. This quantity and period is only anticipated, however, for evaluation of bids, the Rate quoted on the basis of this very quantity will be taken in to account.*
 - 3. The finalization of bids will be done on basis of Grand Total not for any individual total.*

(Signature of Contractor/bidder)

Name:

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BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas M/s (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of (hereinafter called the “tender”) against the purchaser’s tender enquiry No.

KNOW ALL MEN by these presents that WE of having our registered office at are bound unto (hereinafter called the “Purchaser) in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2017.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

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MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
The Director,
ICAR-RCER, ICAR Parisar,
P/o – BVCC, Patna – 800 014 (BIHAR).

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs....
.....
(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch