

STATE INSTITUTE OF LANGUAGES
NALANDA, THIRUVANANTHAPURAM-695003

KOTTAYAM THIRUNAKKARA CULTURAL BOOK FEST 2017
AUGUST 3 - 13, 2017
THIRUNAKKARA GROUND, KOTTAYAM

TERMS AND CONDITIONS FOR TEMPORARY CONSTRUCTION OF STALLS
AND INSTALLATION OF ELECTRICAL FITTINGS AND PA SYSTEM, PAVALION ON
HIRE BASIS.

Nature of work

Construction of waterproof temporary stalls and other fixtures, pavalion, installation of electrical fittings and PA system including power, generator, security and cleaning as mentioned and Annexure 2.

Terms and Conditions

1. The tender shall be submitted on the prescribed tender form (Annexure 2)
(estimated value of the tender; Rs. 3 Lakh)
2. If the cover of the tender is not sealed and marked, the State Institute of Languages, Kerala will assume no responsibility for the tender's misplacement or premature opening.
3. The tender shall bear all costs associated with the preparation of his tender including cost of preparation for the purposes of clarification of the tender, if so desired by the State Institute of Languages, Kerala. The State Institute of Languages, Kerala in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
4. The tender should clarify whether the individual signing the tender or other documents in connection with the tender signs as:
 - 4.1 A 'Sole Proprietor' of the firm or constituted attorney of such sole proprietor, or
 - 4.2 A partner of the firm if it be a partnership in which case he must have authority to refer to arbitration disputes concerning business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the partners, or
 - 4.3 Constituted Attorney of the firm if it is a company
 - 4.4 The tender should be signed either by the proprietor or by his authorized representative. In case of the latter an authority letter should be enclosed with the tender.
5. The tenderer may modify or withdraw his tender after submission of the tender, provided that written notice of the modification or withdrawal is received by the State Institute of Languages, Kerala prior to the last date prescribed for receipt of tenders. No tenders may be modified subsequent to the last date for their receipts.
6. Incomplete tenders are liable to be rejected.

7. The quantities mentioned in the shedule may either be increased or reduced at the discretion of the State Institute of Languages, Kerala and no claim in this regard shall be entertained. If considered necessary, any item could be dropped completely.
8. The tenderer should fill the rate in figures, in words and also in square feets. The tender form may be filled in English and all entries must be handwritten in link. Overwriting the rates is not permitted. Corrections, if any should be attested by the Tenderer with his initials.
9. If there is a discrepancy in rates between words and figures, the amount is words will prevail.
10. Tenderers shall be required to deposit 2.5% of tendered amount as EMD (refundable) in the form of a demand draft drawn in favour of **State Institute of Languages, Kerala** payable at Thiruvananthapuram. Tenders not accompanied by the requisite Earnest Money shall be rejected summarily.
11. When deemed necessary, the State Institute of Languages, Kerala may seek clarification on any aspect from the Tenderers. However, that would not entitle the Tenderer to change or cause any change in the price quoted. The State Institute of Languages, Kerala may, if so desired, ask the Tenderer to give presentation for the purposes of clarification of the tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the Tenderer.
12. Each tender should be accompanied by documentary evidence of the Tenderer being a registered/approved Government contractor and of his having done work of a similar nature. In the absence of documentary evidence, the tender may be rejected.
13. The tenderer's in their own interest, are advised to inspect the site and see its physical condition before submitting tenders.
14. The State Institute of Languages, Kerala will open the tenders in the presence of the tenderer or his authorized representative, who may choose to attend at the following location; State Institute of Languages, Kerala, Thiruvananthapuram-3.
15. The tenderer's name, modifications, tender withdrawal and such other details as the State Institute of Languages, Kerala, at its discretion, may consider appropriate, will be announced in the meeting.
16. The State Institute of Languages, Kerala will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
17. A tender determined as not substantially responsive will be rejected by the State Institute of Languages, Kerala and may not subsequently be made responsive by the tenderer by correction of the nonconformity.
18. The State Institute of Languages, Kerala may waive any minor infirmity or nonconformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any other Tenderer. The decision of the State Institute of Languages, Kerala in this regard will however be final.

19. The successful contractor must complete the work satisfactorily by 5 p.m. on August 2nd, 2017
20. The contractor shall engage only technically qualified personnel for executing the work.
21. The State Institute of Languages, Kerala will award the contract to the successful tenderer whose tender have been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. The State Institute of Languages, Kerala shall however not bind itself to accept the lowest or any tender, wholly or in part.
22. Before award of the contract the successful tenderer will be required to deposit as Security (refundable) a sum equivalent to 5% of the value of the contract, after adjustment of Earnest Money Deposit in the form of a Demand Draft drawn in favour of State Institute of Languages, Kerala payable at Thiruvananthapuram. The Security money deposited by the successful tenderer will be retained till completion of the Fair.
23. Security money shall, however, be liable to be forfeited in the event the contractor either fails to complete the job within the stipulated time or if the jobs are not done satisfactorily as per the specifications. If the successful contractor backs out after award of the contract, Earnest Money Deposit is liable to be forfeited.
24. Liquidated Damages: In case of failure to - complete the job in time State Institute of Languages, Kerala may impose a penalty of Rs. 1,000/- per hour and the contractor may be black - listed for future work. The State Institute of Languages, Kerala shall have the right to make alternative arrangement for completion of the work through some other contractor of its choice. In that event, the entire cost so incurred by the State Institute of Languages, Kerala will have to be borne by the original contractor.
25. During the period of construction, the contractor shall have to make his own arrangement for facilities such as water, electricity, security etc.
26. In the event of any accident during the execution of work, any loss shall be borne by the contractor. He shall not be entitled to any compensation or claim from the State Institute of Languages, Kerala, for any loss to his articles, dead stock, furniture, fixture etc., on account of natural calamities beyond the control of the authorities.
27. The contractor will be responsible for the up - keep and maintenance of the entire structure constructed by him till the end of the fair, for which no extra payment shall be made. Breakage and damages, if any, shall immediately be replaced without any extra cost.
28. 80% payment on the billed amount may be made before close of the fair, subject to a physical verification by the State Institute of Languages, Kerala. The remaining 20% payment shall be made after closing of the fair.
29. Income tax shall be deducted at source as applicable under the rules. **Permanent Account Number (PAN) allotted by the Income Tax authorities must be quoted in Annexure2,** without which the tender is liable to be rejected.

30. The State Institute of Languages, Kerala reserves the right to accept or reject any tender, and to annul the tender process and to reject all bids at any time prior to the award of the contract, without there by incurring any liability to the affected Tenderer or Tenderers on the grounds for State Institute of Languages's action.
31. The decision of the State Institute of Languages, Kerala in this regard would be final and binding.
32. The State Institute of Languages, Kerala is not bound to accept the lowest rates quoted by any Tenderer and reserves the right to accept the whole or any part of the tender as portion of the quantity offered, which the tenderer shall supply at the rates quoted.
33. If, at any time during performance of the contract, the contractor should encounter conditions impeding timely execution of the work, he shall promptly notify the State Institute of Languages, Kerala in writing of the fact of the delay, its likely duration and its causes (s). As soon as practicable, after receipt of the contractor's notice, the State Institute of Languages, Kerala shall evaluate the situation and may at its discretion extend the contractor's time for performance.
34. On conclusion of the fair, the contractor must remove the installations by 5.00 pm, on 15 August 2017.
35. Since plastic and flex materials are banned in and around Kottayam use of such materials should be avoided.
36. The State Institute of Languages, Kerala and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subjected to the jurisdiction of Thiruvananthapuram courts only.