

Tender Notice

State Horticulture Mission (SHM), Kerala under the aegis of National Horticulture Mission, invites sealed tender for conducting 2nd International Horti Expo-Kerala 2012, at Kannur during September/October 2012. The following services are required:

- Construction of structures (Hangers/Domes)-A/C & Non- A/C structures with all other amenities.
- Publicity including conducting press meet.
- Reception.
- Inauguration and valedictory function- Event management.
- Cultural events.
- Accommodation, Food, Refreshment and Transportation of delegates.
- Prizes and mementos.
- Security systems.
- Conducting seminars, Competitions etc...
- Setting up of Theme pavilion for State Horticulture Mission, Kerala

Institutions/ Individuals with not less than 5 years experience in conducting International Agri. / Horti/ flower/ fruit expos in India by involving foreign countries also need only apply. Those who do not fulfill this requirement shall summarily be rejected.

Tender in sealed envelope superscribed with ‘Tender for conduct of 2nd International Horti Expo 2012’ along with Demand Draft for Rs. 20000/- + 12.5% VAT(towards cost of tender) payable at Trivandrum in favour of the Mission Director, State Horticulture Mission-Kerala should be submitted before 3.00 P.M.on 18.08.2012 and will be opened on the same day at 4.00 P.M.

EMD @ 1% of quoted rate by way of Demand Draft payable at Trivandrum in favour of the Mission Director, State Horticulture Mission-Kerala should be attached along with the tender.

Brief Description of the “International Horti Expo-2012 Kerala”

State Horticulture Mission-Kerala under the aegis of National Horticulture Mission has decided to organize 2nd International Horti Expo Kerala -2012 at Police Maidan, Kannur for 5 days during September/ October 2012 to showcase the recent trends in horticulture scenario of India and abroad.

Major aspects of the proposed International Horti Expo-2012 are:

1. Horticultural exhibition including Floriculture, Olericulture, Pomology, Medicinal Plants, Spices and Tuber crops.
2. Seminar on recent trends in horticulture such as Good Agricultural Practices and precision farming.
3. Exhibition of various horticultural machinery.
4. Competitions on floral arrangements, quiz, essay writing, painting, photography, pencil drawing, vegetable carvings, cookery show, etc.
5. Cultural programmes, film shows.

Terms and Conditions

- ◆ Sealed tender is invited from the institutions / Individual Entrepreneurs with minimum 5 years experience in conducting International Agri/Horti/Flower/Fruit Expos in India by involving foreign countries also need only apply.
- ◆ The firms should be responsible for the conduct of the entire show and should arrange for all infrastructures necessary for the conduct of the show including correspondence.
- ◆ The intending firms should apply duly enclosing the testimonials in proof of technical competency, expertise and experience in such specialized events and other relevant references and documents etc.
- ◆ The firms should make arrangements for establishing stalls and other infrastructures as directed by the office for conduct of the International Horti Expo.
- ◆ The firms should ensure participation of leading firms / institutions dealing in Agriculture / Horticulture / Agriculture Engineering/ Post Harvest Managements/ Value Additions in the event.
- ◆ The firms should arrange for advertising and publicity in all aspects.
- ◆ The firms should be financially sound to meet the expenditure to do the works.
- ◆ The firms should have sufficient infrastructures and manpower to conduct the Expo.
- ◆ Sealed tender should reach this office on or before 3 pm on 18th August, 2012.
- ◆ Those firms which do not fulfill the above requirements shall summarily be rejected.

3. The tender should contain the following information in the format given below:

FORM –A

(i) Basic Information

- a) Firm/ Institution / Company Name & Address:
- b) Contact person:
- c) Phone No:
- d) Mobile No:
- e) Fax No:
- f) E-Mail Address:
- g) Web site

(ii) Financial Information

- a) Turnover for last 2 years

(iii) Technical Information:

- a) Short note of similar specialized shows conducted (details may be attached).
- b) Total amount spent:
- c) No. of people visited in the show:

- d) Any certificate regarding the conduct of similar show.
- e) The testimonials in proof of technical competency, expertise and experience in such specialized events.

Works (Tentative) to be executed in the Venue for the Conduct of “2nd International Horti Expo Kerala 2012”:

- ◆ Cleaning, Leveling, Removal of debris & garbage.
- ◆ Construction of structures hangers /domes
- ◆ Establishing pre fabricated 150 non-AC and 75 AC stalls of size 10 ft. x 9 ft. with the following amenities viz; 2 plug points, 1 fan, 2 tables, 2 chairs, 100 W spotlights, single phase connection, name boards, synthetic mat etc.
- ◆ VIP’s lounge – 20ft.x20ft. inside the AC dome with front office registration facilities, sofa set, refrigerator, refreshments etc.
- ◆ Stage with back drop, venue decoration for inaugural and valedictory function, seminar, cultural events, etc.
- ◆ Arches in the town, main entrance and stall entrance of the maidan.
- ◆ Conduct of Inaugural and Valedictory functions.
- ◆ Reception – Bouquets, folk visual arts, panchavadyam etc.
- ◆ Printing the entry passes, collection of entry charges through banks.
- ◆ AC seminar hall for conducting academic seminar has to be arranged for accommodating around 100 delegates with podium, 150 chairs, public address system, LCD facilities, computer and accessories, wash rooms etc.
- ◆ Setting up of pandal for conducting farmer’s seminar for accommodating around 250 farmers with podium, 300 chairs, public address system, LCD facilities, computer and accessories, wash rooms etc.
- ◆ Providing training kits to delegates including bags, stationeries, etc.
- ◆ Electrical fittings, Electricity with provision for generator and clearance by electrical authority.
- ◆ Wash room facilities, drinking water and other utilities.
- ◆ Accident and fire protection and providing fire and rescue team.
- ◆ Medical aid.
- ◆ Security – good and efficient security about 40 persons per day and night for 6 days.
- ◆ Special infrastructure for VVIP security.
- ◆ Inviting Sponsors, advertisements etc.
- ◆ Media Relations- Printing of brochure, call letters, invitations, proceedings of academic seminar (200 nos.), publicity, relationship with print and electronic media, video coverage and photographs, fax connections, computers and

accessories, day to day press release activities, documentation, arrangements of press conference, F.M.Radios, designing website and updating, posters & banners, boards, hoardings, badges, stickers, car pass, entry tickets, LCD monitor near the main gate for viewing the function, etc.

- ◆ Cultural Programmes – Arranging National and State fame artists including Malabar folk artists are invited for presenting their programmes for 4 days.
- ◆ Accommodation – 20 VIPs in 3 star accommodations. Around 100 rooms at different rates of rent will be reserved for the delegates on payment basis.
- ◆ Food and Refreshment- Canteen facilities providing northern and southern vegetarian and non - vegetarian menu at nominal rates. Food and refreshment will be provided to the delegates of the seminar, 2 representatives of each stall, VIP's, SHM officials, organizing committee members, etc, free of cost.
- ◆ Conveyance - arrangement of conveyance facility, visa service and local conveyance.
- ◆ Setting up of theme pavilion with live vegetables, fruits, flowers, models, hoardings, horticulture produces, value added products, etc.
- ◆ Prizes and mementos – around 250 mementos and 50 prizes.
- ◆ All the correspondences should be approved by the General Convenor/Convenors of the Working Committee.
- ◆ Additional work, if any needed, to be executed with prior sanction from General Convenor/Convenors of the Working Committee.
- ◆ The Working Committee including all sub committees have the right for planning, monitoring, evaluating the whole event from its concept to completion. The final payment shall be made only after getting necessary recommendation by the concerned office bearers of the committee.
- ◆ Ensure maximum participation of stalls of foreign countries as well as other states. If the participation of foreign stalls is less than 3 numbers and that of other states is less than 10 numbers a penalty of 1% of the total claim will be imposed.

22. Tender form can be downloaded from the website **www.keralaagriculture.gov.in**

23. The Mission Director, State Horticulture Mission-Kerala will have the right to modify the terms and conditions of the tender and also reserves the right to accept or reject any tenders and no claim whatsoever in this respect shall be entertained.

Sd/-
Mission Director

FORM OF TENDER

From

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To

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Sir,

I/We hereby tender to supply, under the annexed general conditions of contract; the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as, may be decided by Government, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

*I/We am/are remitting/ have separately remitted the required amount of Rs. as earnest money.

Yours faithfully,

Signature

Date

Address

*To be scored in cases where no earnest money deposit is furnished.

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/ attached.

1. The tenders should be addressed to the officers mentioned below in a sealed cover with the tender number and name shown below duly superscribed on the cover.

2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of the tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

3. Intending tenderers should send their tenders so as to reach the Officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and /or subject to prior sale' condition are liable to be rejected.

4. (a) Every tenderer who has not registered his name with the State Government (Stores Purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to the minimum of Rs. 30, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs. 30. The amount may be paid by Demand Drafts (crossed) on the local branch of State Bank of Travancore/ State Bank of India drawn in favour of the officer mentioned below. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within the period of one month after the tenders are settled; but that of the successful tenderer will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B accounts by nationalized banks will be paid on the Earnest Money Deposit".

(b) Tenderers whose names are registered with Government (Stores Purchased Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

(c) (i) Small Scale industries and Cottage Industries and Industrial Co-operatives within the State which are certified as such by the Director of Industries and Commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from, furnishing earnest money deposits in support of tenders submitted by them to

Government Departments. The Khadi and Village industries Co-operatives Societies and the institutions registered under the literary, scientific and charitable Societies Act and financed by the Kerala Khadi and village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi and village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Small Scale Industries, Cottage Industries and Industrial Co-Operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and Commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and village Industries Co-operative societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the state on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and village industries board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any institutions listed in appendix XVI which supplies stores, and Government of India undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of Stores by the State Government Departments, Small Scale Industries Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c), and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or supply of stores on rate or running contract basis.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.

6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firms for acceptance, the earnest money if any, deposited by him will be forfeited to Government or such action taken against him as Government think fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

8. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources from imported stocks in India or from foreign sources to be imported under a license. Government reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

9. The final acceptance of the tenders rests entirely with the Government who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless; the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.

12. a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of the money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of Travancore /State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered though at the discretion of Government. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by Government on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

b) In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/quotation or by

negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.

c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

d) If the contractor fails to deliver all or any of the stores or person the service within the time /period(s) specified remedies under the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5 % or 1 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10 % of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute –arising between the Department concerned and the contractor, the Department shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period. “If the Security Deposit is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor, interest at the rate of paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.”

a) “If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to Government shall be made good from the Officer responsible for the belated release of the Earnest Money Deposit/Security Deposit”.

14. a) All payments to the contractors will be made by the Purchasing Officer in due course:

i) Either by departmental cheques payable at the Kerala Government Treasuries;
or

ii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India)

(iii) in the case of supplies from abroad by drafts as may be arranged between the contracting parties.

(b) All incidental expenses incurred by the Government for making payments outside the district in which the claim arises shall be borne by the contractor.

15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of insurance will be made up to 90 per cent of the value of the materials at the discretion of Government. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firm will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release, of Railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any fact of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the contractor, be determined and the Department/Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor of his sureties in respect of any breach of contract theretofore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should be produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

Note- The solvency certificate referred to above will apply only in the case of supply of the following articles viz. , dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hotels, sundry articles etc.

19. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise to pay and reimburse to the government all such costs, damages and expenses they may have sustained, incurred or been put to any reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposits returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other persons authorized by the Government and set off against any claim of the Purchasing Officer of Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

21. Every notice hereby required of authorized to be given may be either given to the contractors personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.

22. The tenderer shall undertake to supply materials according to the standard sample and/or specification.

23. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Government is convinced of any compelling need for enhancement of rate, it may do so.

(b) In the case of imported goods, when the price accepted is the *ex-site* price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing department of Government.

24. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favor by personal canvassing with the Officers concerned will disqualify the tenderers.

25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

26. Samples should be forwarded if called for and unapproved samples got back by the tenderers at their own cost. Samples sent by V.P Post of 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.

28. (a). The prices quoted should be inclusive of all taxes, duties, cesses etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply of delivery during the course of execution of the contract.

(b). In case payment of customs / excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the 'unloaded invoice price' only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

29. The tenderer will be invariably furnish the following certificate with their bills for payment.

"Certificate that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made there under. Certified further that we (or our Branch or Agent)

(Address)

are registered as dealers in the State of..... under Registration No. for purposes of sales tax."

30. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable.) In the event of any special conditions of this contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the purchasing officer and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the , Indian Arbitration Act, 1940 and of the rules there under and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

32. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs 100 purchased in the Kerala State. Stamp paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs 105 (Rs 100 being the value of the stamp paper and Rs 5 incidental charges) which may be remitted by money order in advance. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received the purchasing Officer may exercise his discretion and call upon such tenderer to execute the agreement within the period of ten days from the date of issues of such intimation, if the purchasing officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after above time limit will not be considered.

Details of Tender

Superscription- Tender No.55/SHM/12 for conduct of 2nd International Horti Expo 2012

Due date and time for receipt of tender-3.00P.M. on 18.08.2012

Date and time for opening of tender-4.00P.M. on 18.08.2012

Date upto which the rates are to be firm-Six months from the date of acceptance of tender.

Price of tender form- Rs. 20000/- + VAT 12.5%

Price of duplicate copy-Rs. 10000/- + VAT 12.5%

Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent----
 Dr. K. Prathapan,
 Mission Director,
 State Horticulture Mission-Kerala,
 University.P.O, Palayam, Trivandrum-34,
 Kerala

Name of Office: State Horticulture Mission-Kerala

Station and Date: Trivandrum, 09.08.2012

SCHEDULE

1	FOOD & REFRESHMENT			
S.No	Quantity	Description	Rate	Amount
1	100 Nos for 1 Day Seminar	Food for Participants of Seminar including hall rent		
2	Farmers Seminar 250 Nos.	Food for Participants of the Seminar in the exhibition venue		
3	650 Nos for 5 days	Food for Duty Officials, Committee Members, Workers etc in the Pavilion (Lunch- 3 Chappati with Daal Fry, White Rice, Chicken curry and Fish Curry alternatively for 5 days, Avial, Thoran, Curd, Pickle, Papad) Snacks-11.am Tea, Vada/Banana Roast 3.30 pm Tea/Coffee, Vada/Banana Roast (600 non veg & 50 veg)		
4	750 Nos	Tea and Snack (Good Day Biscuit) for Inaugural Function		
5	250 Nos for previous	Lunch- Fish Curry Meals, Snacks-		

	Day	Tea & Biscuit, Dinner-3 Chapaati with Chicken & Vegetable Curry for Staff and Committee Members.225 Nos- Non Vegetarian & 25 Nos-Vegetarian.		
6	200 Nos for 4 Days (Per Day 50 Nos)	For Cultural Programme Members at 6.00 pm 3 Appam with Mutton Stew (40 Nos). Panner Mutter(10 Nos)		
7	2000 Litres	Mineral Water (3000 Paper Cup + 2 Dozen Borosil Glass) For 6 Days		
		Sub Total		
2	ACCOMODATION			
1	5Nos Double Room for VVIP including NHM officials for 5 Days	Minimum 3 star facilities		
2	10 Nos Double Room for 7 Days(officials of other States)	Moderate Facilities		
3	4Nos. Double Room of Speakers of seminar for 2 days	Moderate Facilities		
4	5 Nos. Double Room Foreign deligates/ exhibitors for 7 days	Minimum 3 star facilities		
5	12 Nos. Double Room Officials of our States for 4 days			
6	5 double rooms for drivers for 7 days			
7	Sponsors			
7(a)	1 double rooms for Platinum sponsors for 7 days	Minimum 3 star facilities		
7(b)	2 double rooms for Diamond sponsors for 7 days	Moderate Facilities		
7(c)	2 double rooms for Gold sponsors for 7 days	Moderate Facilities		
7(d)	4 double rooms for Silver sponsors for 7 days	Moderate Facilities		
		Sub Total		
3	TRANSPORTATION			
1	5 Nos. Innova A/C vehicle for 5 days for	Local conveyance (for 8 hrs/ 80 km)		

	VVIPs including NHM officials.			
2	3 Nos. Indigo A/C vehicle for Speakers in Seminar for 3 days	Local conveyance(for 8 hrs/ 80 km)		
3	Sponsors			
3(a)	1 No. Innova A/C vehicle for 5 days Platinum sponsors	Local conveyance(for 8 hrs/ 80 km)		
3(b)	1 No. Innova A/C vehicle for 5 days Diamond sponsors	Local conveyance(for 8 hrs/ 80 km)		
3(c)	2 Indigo A/C vehicle for 5 days Gold sponsors	Local conveyance(for 8 hrs/ 80 km)		
3(d)	4 Indigo A/C vehicle for 5 days Silver sponsors	Local conveyance(for 8 hrs/ 80 km)		
		Sub Total		
4	DETAILS OF PANDALS			
1	16000 Sq.Ft	Tubular Structure A/C (including raised wooden flooring, Carpeting, Lighting, Entry and Exit)		
2	55000 Sq.Ft	Tubular Structure Non A/C (including raised wooden flooring, Carpeting, Lighting, Entry and Exit)		
3	260 Sq.Metre	Hire and Labour Charges for providing Coir Mat for the passage area-(Sq.Metre) if required and as per direction only.		
4	250 Nos	Providing Stalls inside Doom each of size 3 mx3m containing one 5A Plug Point, One Tube Light, One Spot Light, Two Octonomous Tables, Two Chairs. The side walls of Stall should be of uniform height and of good colour.		
5	125 Sq.Metre	Stage Platform of Size 20m x 10m with Curtin and side Dressing rooms neatly furnished.		
6	600 M2	Screening with White Cloth (Sq.Metre)		
7	100M2	Screening with Shade Net (Sq.Metre)		
8	300 Running metre	Screening with G.I Sheet (Sq.Metre)		
9	100M	Hire and Labour Charges for providing Wooden/Lron Rack		

		(Gallery Stand for product display)- 2 steps of size-75cm, 50cm covered with White Fabric (Running Metre).		
10	LS	Approximately 60000 Sq.Ft. Pandel- Providing sufficient light, Inside and Outside of Doom/Hanger Pandel with Serial and Ariel Light arrangements sufficient lighting outside and Car Parking Area, Ceiling Fans in stalls and pandal as per requirements, Generator with Diesel including stand by and sound system (20000 Watts with sufficient nos of microphones including codeless) Illumination, Operators etc. complete as per direction for 6 days (Lumpsum)		
11	10 Nos	Providing Specially designed ticket counter-10 Openings- LS		
12	2000	Supplying Plastic Chairs-One each per day for 5 days		
13	1000	Supplying Steel Table/Wooden Table-each per day for 6 days		
14	7 days	Supplying and providing Water Tank 20,000 Litre Capacity(5000 Lx4) with full water(including stand, labour etc.)-Lumpsum- Rs. 6000		
15	LS	Daily Pavilion and Ground Cleaning(Lump sum) 12 X 500 X 8 DAYS		
16	210	Providing Security Manpower(24 Hours) -35 Nos for 6 days & cerimonial dress on inauguration day		
17	LS	Providing A/C VIP Lounge 6x4 m with raised Platform, Carpets, 3 Seater Sofa, Centre Table, Fridge and necessary Decoration with Flowers and Potted Plants etc. Complete-LS 500sqft		
18	LS	Provision for getting necessary license from Fire and Safety, Electrical Inspectorate , Police, Corporation, Pollution Control Board etc Complete		

19	Light Illumination	250 serial lamp set for 6 days		
20	Fire protection and medical aid	Structure for vehicle parking and separate area for officers rest area, emergency exit etc.		
21		Theme pavilion with 5000 Sq. ft area including walk space and 6 ft width, 2ft height woodern raised platform, back drop, floral vegetable arrangement, lighting, illumination, hoardings. Theme pavillion message and estimate should be approved by the exhibition committee.		
22	Arrangement of food court	5000sqft		
23	Generator Room	500 sqft area-As per electrical inspectorate standards		
24	Nursery Stall	10 Nursery stalls- 10 ft. x10 ft. size with shade net covering		
25	Toilets	6 Nos X 7days with water supply		
26	Insuring the event			
		Sub Total		
5	RECEPTION			
1	100 Nos Organizing Committee Badges	Red printed strap (2nd International Horti Expo Kerala-2012) of 2 cm width		
2	200 Nos- Official Badges	Yellow printed strap (2nd International Horti Expo Kerala-2012) of 2 cm width		
3	600 Nos- Stall Duty Badges	Blue printed Strap (2nd International Horti Expo Kerala-2012) of 2 cm width		
4	50 Nos x 2 sets - Ornamental Badges	Inaugural and Valedictory Function		
5	400 Nos- Badges for Seminar Participants	Green Printed Strap (2nd International Horti Expo Kerala-2012) of 2 cm width for 2 seminars		
6	300 Nos	Car Pass with Logo		
7	5000 Nos	Complementary Pass with Logo		
8	2000 Nos	Printing and Despatch of Brochure, registration Form and Programme Notice		
9	1	Beautification of Reception Counter, Front Office & VIP Lounge (Rented Furniture, Sofe, Tea Table, Cooler, Mini Refrigerator, Flower Decoration)		

10		Arrangement of Inaugural and Valedictory function with New Creative Events(Back Drop, Refreshment for Vip's Stage Decoration, Panchvadhyam, Two Elephants with Ornamental Headgear, Singari Melam		
11	25 Nos of Bouquet for Inaugural Function	For VIP's		
12	100 Nos of Bouquets for 5 Days @ 20 per Day	For receiving the VIP's		
	Front Area Beautification	2000 sqft area Landscaping with Fountain ,Colored Lighting, Vegetable Garden		
	Entry Tickets	75000 tickets		
13	10 Nos	Young & Smart Female Kerala Traditional Attire Volunteers with Good Communication in English for 5 days		
		Sub Total		
6	PUBLICITY			
1	1 No	Back Drop 25 Feet x 10 feet (8x3m)		
2	1 No	Back Drop for Seminar Hall (3x1.5M)		
3	750 Banner	6x3 Feet-Banner (@ Rs.20/- for fixing)		
4	25 Nos Hoarding	Flex Board-10 Feet x 4 Feet including fixing		
5	5,000 Nos	Poster-3x2 Feet size including fixing)		
6	1500 Nos	Stickers –A4Size		
7	3 Nos	Arranging Press Meet and Press Conference		
8	100 Nos + 40 Number kit	Badges for Media Centre and Press		
9	Documentation, videography,Photographs			
10	Main gate ,exit arch	The design and estimate should be approved by the Committee		
11	Entry arch	The design and estimate should be approved by the Committee		
12	Flex board office			
13	Top board in front of domes			
14	Flex masking ticket counter			

15	1Nos.Mobile hoarding for 10 days			
16	2Nos	Hoarding 20 Feet x 10 feet		
17	10 Nos	Hoarding 15 Feet x 10 feet		
18	10 Nos	Hoarding 10 Feet x 6 feet		
19	10 Nos	Hoarding 8 Feet x 6 feet		
20	5 Nos	Road Arches		
		Sub Total		
		TOTAL		

Other Special Condition: Quote should be for all items and individual item quote will not be entertained.

**ANNEXURE
AGREEMENT**

Articles of the agreement executed on this the day of two thousand twelve BETWEEN the Governor of Kerala (hereinafter referred to as “the Government”) of the one part and Shri..... (H.E name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No..... dated..... The bounden has submitted to the Government a tender for the specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the Government a sum of Rs..... As earnest money for the execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as followed:

1. In case the tender submitted by the bounden is accepted by the Government and the contract for Is awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the Government accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Government shall have power and authority to recover from the bounden any loss or damage caused to the Government by such breach as may be determined by the Government by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under time provisions of the Revenue Recovery Act for the time being in force as

though such sums are arrears of land revenue and in such other manner as the Government may deem fit.

In witness whereof Shri. (H.E name and designation) for and on behalf of the Governor of Kerala and Shri..... the bounden have hereunto set their hands the day and year shown against heir respective signatures.

Signed by Shri..... (date).....

In the presence of witnesses:

1..... 2.....

Signed by Shri..... (date).....

In the presence of witnesses:

1..... 2.....