

KERALA FOREST & WILDLIFE DEPARTMENT

Tender No.

Work: Supply, Installation, Testing and Commissioning of Electronic Equipments and peripherals (warranty for three years and continued AMC for the next two years) for various offices of Kerala Forest & Wildlife Department.

ORIGINAL / DUPLICATE / COPY

Issued to:

SECTION - I

Conditions of Tender & Pre-Qualification Bid
(To be submitted in Envelope II)

Sd/-
CHIEF CONSERVATOR OF FORESTS (FMIS)

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KERALA FOREST & WILDLIFE DEPARTMENT

Office of the Chief Conservator of Forests (FMIS),
Forest Headquarters, Vazhuthacaud,
Thiruvananthapuram – 695 014.
Phone & Fax: - 0471 – 2337548.

Dated:

Tender No.

Notice Inviting Tender

Sealed tenders in duplicate, are invited from reputed manufacturers / Original equipment manufacturer (OEM) vendors of reputed brands of equipments of state of the art technology, conforming to ISO 9001 and with higher level of support facility in / near the location of installation, for supply, installation, testing, commissioning (including warranty for three years and with continued AMC for the next two years) for the electronic equipments in various offices of the Kerala Forest & Wildlife Department, in different locations of the State as per the details given in the Tender document.

Probable Amount of Contract : ₹.
Earnest Money Deposit : ₹.
Date of issue of Tender forms :
Last date & Time of receipt of Tender:(01:00 PM)
Date & Time of opening of PQ bid :(02:30 PM)

Tender forms and other details can be obtained from the office of the undersigned during office hours on all working days as mentioned above, on written request.

Tender form can be purchased from the office of the undersigned or a DD drawn in favour of the Chief Conservator of Forests (FMIS), Forest Headquarters, Vazhuthacaud, Thiruvananthapuram payable at Thiruvananthapuram shall be enclosed along with the tenders in case where tender forms are downloaded from internet and used.

Cost of tender forms: Original – ₹.
(Including taxes) Additional Copy – ₹.

The cost of tender forms once paid will not be refunded, The rates quoted should be only in Indian Currency

The undersigned reserves the right to reject any or all tenders without assigning any reason. Tenders should be submitted in duplicate by Registered Post / Speed Post / Hand Delivery.

Sd/-
CHIEF CONSERVATOR OF FORESTS (FMIS)

A. GENERAL INSTRUCTIONS

1. **Name of Work:** - Supply, installation, testing and commissioning of electronic equipments and accessories including warranty for three years from the date of successful installation with continued AMC for the next two years, for the Kerala Forest & Wildlife Department, in different locations.

2. **Scope of the TENDER:** - Scope of the tender shall include supply, installation, testing and commissioning of all components and materials as detailed in the technical particulars under single source of responsibility including warranty for three years with continued Annual Maintenance Contract (AMC) for the next two years after expiry of warranty. The tenderer shall quote the rates for Annual Maintenance Contract (AMC) for two years after the expiry of three-year warranty period separately (in Schedule II of Price Bid). The successful tenderer shall be bound to provide the AMC at the quoted rates for two years after the initial three-year warranty period.

All accessories necessary for the commissioning, operation and maintenance of the electronic equipments in various offices of the Kerala Forest & Wildlife Department at different locations in the whole state of Kerala, are also deemed to be included in the scope of supply, installation, testing and commissioning of the electronic equipments and accessories without any additional cost to the Kerala Forest & Wildlife Department.

3. **Submission of Tender:** -Tenders are to be submitted in three separately sealed envelopes. The first envelope should contain the EMD as per clause C-1 and stamped agreement in the form given in Annexure III of Conditions of Contract. This envelope should be superscribed "Envelope I – EMD".

The second envelope should contain the pre-qualification bid along with all documents required to be submitted. This envelope should be superscribed "Pre-Qualification Bid and Conditions of Contract".

The third envelope should contain the price bid in the prescribed form. This envelope should be superscribed "Envelope-III Price Bid".

The three envelopes should be put in one common envelope and sealed. The common envelope should be superscribed with the full tender no., name of work and the date of opening and should be addressed to the Chief Conservator of Forests (FMIS), 3rd Floor, Vanalakshmi, Forest Headquarters, Vazhuthacaud, Thiruvananthapuram – 695 014.

The contents in envelope II and III should be submitted in duplicate. The tenderer should duly sign with seal on all the pages of the tender documents.

4. **The tender should be submitted as follows:**

Envelope I

- EMD
- Agreement in format given in Annexure III

Envelope II

- Pre- qualification bid and documents signed on all pages with seal.
- Power of attorney authorising the person to sign all the documents pertaining to this tender.
- Documents to prove Original Equipment Manufacturer (OEM) status/ authority if not Original Equipment Manufacturer.
- Commitment of single source responsibility in the Company's letterhead.

- Letters from the manufacturers of bought out items authorising the tenderer to deal with their products.
- Booklets/ pamphlets on products.
- Additional information on products.

Envelope III

- Price bid in the prescribed form duly signed with seal.

The Tenderer should ensure that the envelopes are superscribed properly and verified for contents before sealing the covers. Tenderers alone will be responsible for submission of defective tenders and such tenders are liable to be summarily rejected.

- 5. Opening of Tenders:** - The tenders will be opened on the date and time of opening, as notified. The tenders will be opened in the presence of those tenderers or their authorized representatives who may be present at the time of opening. After verification of the presence of three envelopes in respect of all tenderers, first one containing EMD and Agreement in format given in Annexure – III will be opened. Then the Envelope II containing the pre-qualification bid of those tenderers who have submitted the contents of envelope I alone will be opened. The price bid of those tenderers who have been pre-qualified by the pre-qualification committee alone will be opened on a later date, duly notified. The date of opening of price bid will be intimated later.
6. Unless accepted in writing, the conditions of the tender document will be valid and no extension of time for submission of tenders will be granted on any account.
7. The Kerala Forest & Wildlife Department is not bound to accept the lowest price bid offer. The Chief Conservator of Forests (FMIS) has the absolute right to reject any or all the tenders without assigning any reason thereof.
- 8. Jurisdiction:** Even though the supply and installations are to be arranged in different locations of the State, for the purpose of jurisdiction regarding this tender, the court situated in Thiruvananthapuram City alone will have jurisdiction with regard to the Contract.
9. The tenderers have to comply with all the statutory requirements in respect of the tender submitted by them.
10. The language of the tender should be English and the corrections, if any, should be attested under seal with full signature.
11. Only the authorised signatory should submit the tender. **Power of Attorney authorising the person to sign all the documents pertaining to this tender shall be submitted in Envelope II.**
12. The tenderers have to familiarise themselves with the locations and the conditions of the different locations for supply and installation and should have a clear idea of the plan of action.
13. The tenderer should be a reputed Original Equipment Manufacturer (OEM) or OEM Vendor having sound technical and financial capabilities and also having strong service network in

Kerala. Documents to prove that the tenderer is an OEM or OEM vendor shall be submitted in Envelope II.

14. The intending tenderer should have their authorized service centers at all major towns in the State. The tenderer is required to submit in Form No. X along with the pre-qualification bid with the full addresses including the telephone and fax numbers of the service centers at the above places. The list of technical service personnel and their qualifications in Form No. VII shall also be submitted along with the pre-qualification bid in the prescribed form.
15. The Kerala Forest & Wildlife Department reserves the right to vary the quantities of any item by 25% with prior notice for the same price bid quoted and accepted by the Kerala Forest & Wildlife Department.
16. At any time prior to the deadline for the submission of tenders, Kerala Forest & Wildlife Department may, for any reason, whether at its own initiative or in response to a clarification requested by any prospective tenderer, may modify the tender documents by amendments and in such an event it shall be binding on all tenderers who have submitted the tenders.
17. Amendments will be brought to the notice in writing to all prospective tenderers, who have received the tender documents and that will be binding on them. Amendments will be attached to the tendering documents sold subsequently.
18. **Participation by Keltron/SSI units:** In the case of bid participation Keltron and SSI units in the tender, they will be treated as per the relevant Government Orders issued from time to time.

B. TECHNICAL SPECIFICATIONS

1. Please see the Annexure A for the specification of the equipment in the Notification published in the Website/Govt. Gazette.
2. The specifications stated in the above Annexure for all items are the minimum configuration required. Vendors can offer higher configuration. The cost evaluation will be made on the basis of the minimum configuration specified in the tender form.
3. Once approved by the KFD, no further change in specification will be allowed. However, due to technology upgradation or non-availability of the items already approved, higher configuration may be accepted without compromising the minimum configuration specified in this tender document. Any deviation from finalised specification shall be with the approval of the competent authority i.e. the Chief Conservator of Forests (FMIS).
4. All equipments, drivers and all other peripherals supplied shall be certified, licensed and should be compatible with Unix, Linux, MS Windows XP/Vista/Windows7/2008 Server. All such licenses shall be in the name of Kerala Forest & Wildlife Department and shall have validity for the entire contract period viz. five years from the date of installation of the equipments at the last location.
5. The successful tenderer shall render all necessary assistance to the KFD in replacing those consumables, which are not included in the clauses of the Performance Guarantee.
6. Replacement of printer heads shall be the responsibility of the successful tenderer during the entire warranty and AMC period of the contract.
7. A detailed manual of operation and maintenance and a catalogue prepared in English language shall be supplied along with the equipments.
8. Kerala Forest & Wildlife Department may install licensed versions of standard or custom made application softwares for equipments procured under this contract. Such installations will not cause alterations in warranty or AMC.
9. **Compatibility:** - The components as per technical specification above are to work together compatibly interconnected. The equipments should be capable of working in networked environment with other equipments in the KFD.
10. **Bought out items:** - (Printers or other equipments) The successful tenderer shall submit a declaration to the effect that the support and spares will be provided to the KFD during the entire period of contract and AMC for the bought out items.
11. The tenderer shall also give a declaration of single source of responsibility of support & spares of all equipments and peripherals offered by them to the Kerala Forest & Wildlife Department in their Company letterhead.
12. **Consumables:** - The tenderer shall ensure availability of all consumables in respect of all components readily on demand at all locations where the equipments are supplied and installed. The tenderer shall quote the cost of all consumables to be supplied during the currency of the warranty and AMC periods in Schedule – III of the price schedule.

- 13. Verification:** - If required by the Kerala Forest & Wildlife Department the components, at the time of delivery, should be demonstrated to the consignee for conformity with specification for acceptance.
14. The network and operating system configuration will be the responsibility of the successful tenderer. The details of network configuration of the operating system like domain name, client names, I P address details etc. will be provided by Kerala Forest & Wildlife Department for establishing the network. The prospective tenderer may contact Office of the Chief Conservator of Forests (FMIS), Forest Headquarters, Thiruvananthapuram for details of a typical system and application configuration details.
- 15. As part of pre-qualification process the tenderers may be required to demonstrate any or all of the items offered at the FMIS unit, Forest Headquarters, Thiruvananthapuram for evaluating the suitability of the item for the specific application of Kerala Forest & Wildlife Department at their cost.**

C. COMMERCIAL CONDITIONS

1. Earnest Money Deposit (EMD): -

The amount of EMD to be furnished along with the tender is specified in the tender notification. No adjustments against any other pending payments to the tenderer from the Kerala Forest & Wildlife Department are allowed. EMD shall be given by a Demand Draft in favour of the Chief Conservator of Forests (FMIS), Forest Headquarters payable at Thiruvananthapuram. Tenders without EMD will be summarily rejected. Bank Guarantee for EMD is not acceptable.

The EMD shall be at the rates decided upon from time to time, on a case to case basis, subject to a minimum of 1 (one) percent of the Probable Amount of the Contract.

2. Security Deposit: -

The successful tenderer shall before entering into an agreement in writing, deposit a sum equivalent to 5% of the total contract value in the form of Demand Draft favouring the Chief Conservator of Forests (FMIS), Forest Headquarters payable at Thiruvananthapuram or furnish a Bank Guarantee from a Nationalised / Scheduled Bank in the prescribed form (ANNEXURE II) with a validity period for six years from the date of purchase order. No interest will be allowed for the security deposit with the KFD. The security deposit will be released only after the successful completion of the contract and AMC period viz. five years as per the performance guaranty furnished, and after producing Non Liability Certificate from the consignees.

3. Agreement: -

The successful tenderer, immediately on receipt of the order should return a marked copy duly acknowledged as a token of acceptance and should execute an Agreement in Kerala stamp paper worth ₹ 100/- in the prescribed format (ANNEXURE I) within 10 days from date of receipt of the supply order. If the tenderer fails to execute the Agreement in time then the EMD shall be forfeited and the Contract cancelled. The Department shall be free to take any action against the tenderer as KFD deem fit.

4. Delivery, Installation and Commissioning: -

The equipments are to be delivered and installed within the stipulated time as per the agreement. Advance intimation should be given to the consignee before delivery. The successful tenderer shall be liable to complete all deliveries, installation and commissioning of the items supplied within the stipulated period from the date of supply order. Failure to do so, shall attract penal provisions as per Para No. 7 infra and shall lead to automatic cancellation of the supply order after the 3rd month after expiry of supply period and the security deposit shall be forfeited. The delivery plan and details shall be intimated to the office of the Chief Conservator of Forests (FMIS), Forest Headquarters, Thiruvananthapuram well in advance.

5. Delivery period: -

The materials shall be supplied, installed and commissioned as per the conditions of the contract. The supply, installation and commissioning of all the equipments shall be completed within **15 days** from the date of the supply order.

6. Pre-Despatch Inspection and Testing.

- a) The KFD reserves its right to inspect and approve the materials before despatch. All facilities should be rendered to the Department's representatives for inspecting the materials. All tests as prescribed in the relevant standards as applicable have to be conducted in his presence. Advance information regarding readiness of goods for inspection and the date of inspection and testing shall be sent telegraphically/fax to the Chief Conservator of Forests (FMIS), Forest Headquarters immediately when each consignment or lot is ready for despatch.
- b) The materials will be inspected and relevant test as deemed necessary will be conducted on receipt of the materials by the consignees and the item not satisfying the tests will be totally rejected.

7. Penalty: -

In case the successful tenderer could not supply the items as per the agreement within the specified delivery period, penalty will be charged @ 1% of the total value of the contract for the initial first month after the allowed supply period and thereafter enhancement @ 2% of the value of the contract for each subsequent month of delay in supply and installation, subject to a maximum of 5%. In case the contract is not completely and satisfactorily performed, the Kerala Forest & Wildlife Department has the right to terminate the contract and to arrange at the risk and cost of the successful tenderer to supply and work from alternate sources at their discretion and to forfeit the security deposit. The cost of making alternative arrangement will also be recovered from the tenderer.

8. Price: -

Price quoted shall be final and inclusive in all respects for delivery, installation, testing and commissioning (including warranty for three years) for the period of six months from date of opening of the pre-qualification (PQ) bid or five months from the date of opening of price bid which ever is earlier. The rate for AMC shall be quoted separately in schedule II of price bid. Price variation clause will not be entertained. The prices quoted shall be inclusive of all taxes and duties in full, freight and insurance in full, installation charges and other levies if any. This should be as per the price schedule enclosed in the tender document. However, basic price, duties and taxes etc. may be shown separately with the total cost and any reduction of duties / taxes will be passed on to the KFD.

9. The tenders will be evaluated based on the total all-inclusive firm price quoted for all the items taken together. For AMC, a leveled down amount discount at 9% will be taken for evaluation.

10. Tenders without quoting for AMC will be summarily rejected.

11. The supply orders will be sent by registered/speed post or through courier.

12. Payment: -

Payment of 90% of the ex-works price of the material supplied in good working condition, with taxes and duties (in full) freight and insurance (in full) will be made on request after installation, testing and commissioning and acceptance of the items as indicated in the order as per delivery schedule. Invoices in quintuplicate are to be raised in the name of the Chief Conservator of Forests (FMIS) after successful completion of supply and installation. Only after producing installation certificate from the field offices, where installation has been

done, payment will be made by the Chief Conservator of Forests (FMIS), Forest Headquarters, Thiruvananthapuram. Balance 10% will be paid on production of Bank Guarantee equivalent to 10% of the total contract value from a Nationalised or Scheduled Bank. Payment for AMC after the warranty period will be made yearly on satisfactory completion of each year of AMC.

13. Consignee: -

The Consignee for the equipments and accessories shall be the heads of the offices, for which the equipments and accessories are indented. These offices shall be any of the offices of the Kerala Forest & Wildlife Department, which are situated within the state of Kerala. The delivery should be made at the location and installation carried out immediately.

14. License:-

The licenses if any for the operation should be in the name of Kerala Forest & Wildlife Department and valid for the entire warranty and AMC period.

15. Taxes: -

The percentage of taxes and duties quoted in the tender, if any, should be indicated clearly. If there is any reduction in the percentage on the rate of taxes & duties, the same should be passed on to Kerala Forest & Wildlife Department.

16. Transport and handling: -

The expenses for transporting the items to various locations, handling at the locations etc. will have to be borne by the successful tenderer.

17. Insurance: -

The items to be supplied should be insured for transit and handling, including handling at the locations at the successful tenderer's expense, till the installation, testing and commissioning of the equipments.

D. PERFORMANCE GUARANTEE:

1. The offer shall be inclusive of a comprehensive onsite warranty for the three (03) years and subsequent two (02) year Annual Maintenance Contract (AMC) period for all the items from the date of installation of equipments at the last location. The successful tenderer shall maintain equipments and peripherals supplied and installed under this contract in accordance with the provisions laid down in the clauses below during the above period.

2. **Scope and services covered under Performance Guarantee period and AMC period:**

The successful tenderer shall provide the following services under the performance guarantee and AMC to keep the equipments and peripherals in excellent working condition.

- a. The successful tenderer will provide unscheduled on-call corrective and remedial maintenance service, to set right the malfunctioning of the equipment. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. In the case of a part, the defective part removed from the equipment will become the property of the successful tenderer.
- b. **Operating System (OS) Support:** - The supply is comprehensive inclusive of OS support on all the systems supplied and installed under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the successful tenderer. All required devices drivers shall be provided by the successful tenderer. The successful tenderer shall also keep a copy of all device drivers.
- c. **Anti Virus Software (AVS) Support:-** The performance guarantee shall include the anti virus software support on the systems supplied. Any problem related with system virus will be attended and rectified by the successful tenderer. The successful tenderer shall update their anti virus software as and when required and also during preventive maintenance of the systems. **The subscription for anti virus software shall be extended to cover entire five years inclusive of AMC period after warranty.**
- d. Scheduled Preventive Maintenance (PM) shall be carried out once in three months for all equipments and peripherals as detailed in Annexure IV. The successful tenderer shall submit the call sheets / PM reports as in Annexure IV to respective Office Heads, under intimation to Chief Conservator of Forests (FMIS). In case the successful tenderer fails to submit PM reports, a penalty prescribed in clause 4-C below will be levied for the period so delayed.

3. **Service Assurance:** -

Maximum acceptable downtime shall be 24 hours at a time for installations in offices situated in Corporations and Municipalities, and 48 Hrs. at a time for other locations, for all the equipments and peripherals installed under this contract.

4. **Downtime Penalty :** -

- A. Downtime penalty will be charged for completing the calls after the time allowed, which shall be 24 hours in respect of consignee locations in Corporations & Municipalities and 48 hours in respect of all other consignee locations.

- B. Downtime penalty shall be settled every year failing which the amount due to the Department is liable to be realized from the Bank Guarantee furnished by the successful tenderer.
- C. Penalty for non-performance of preventive maintenance will be ₹ 100/- per week for each item.

The Down Time Penalty will be as under:

For Personal Computers	₹ 300/- per day	
For Laptops	₹ 300/- per day	
For Servers	₹ 450/- per day	
For Printers	₹ 100/- per day	
For Photocopier	₹ 200/- per day	
For Scanner	₹ 100/- per day	
For FAX Machines	₹ 200/- per day	
For GPS	₹ 200/- per day	
For DLP Projector	₹ 300/- per day	
For Binocular	₹ 100/- per day	
For Walkie Talkie	₹ 200/- per day	
For HandyCAM & Digital CAM	₹ 200/- per day	
For Digital Camera Traps	₹ 300/- per day	
For Online UPS	₹ 300/- per day	
For Surveillance Camera system and it's accessories such as UPS, LCD Monitor, Digital Video Recorder, etc.		} ₹ 300/- per day

5. Terms of Performance Guarantee and Annual Maintenance Contract (AMC):

- In case the Kerala Forest & Wildlife Department decides to withdraw any equipment from contract during the warranty / AMC period, the same would be taken out of this contract with written intimation to the successful tenderer.
- If the KFD is not able to hand over the equipments to the successful tenderer's engineer for maintenance purpose, such time will not be considered for the downtime penalty.
- In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the equipment will be treated as continuously down.
- The successful tenderer is not liable for problems arising out of break down or service or spares cost arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm, lightning and other natural calamities.
- The Performance Guarantee and AMC does not include consumables such as printer cartridges, ribbons etc.

- f. **Printer Heads:** Replacement of printer heads, free of cost, as and when required, shall be responsibility of the successful tenderer, during the entire warranty period and AMC period of the contract.
- g. At each location where the equipment is installed in Kerala Forest & Wildlife Department will keep an Equipment Maintenance Register, which is a record of machine failure, including the nature of failure, date and time of booking the complaint, when the equipment was put back to service and the total downtime. This record will be signed by the successful tenderer's Service Engineer and the KFD officials. Format for keeping this record will be as per the Annexure V. The successful tenderer shall forward a signed copy of the service record maintained by him/her to the Chief Conservator of Forests (FMIS) every month.
- h. **Call registration and completion:** All maintenance calls will be logged using the Equipment Maintenance Register. Also, they may be registered with the nearest successful tenderer's office. The successful tenderer shall acknowledge each call with a unique call number, which is to be used for reference in future. A call service slip may be made for each call. The call service slip shall contain the following details: call number, reported problem, affected items, date and time of call reporting, date and time of call attending, date and time of call completion, down time in days/hrs, fault diagnosed, repairs carried out, components replaced etc. A nominee will certify completion of calls. The successful tenderer shall prepare the call service slips in duplicate. These will be signed by the Kerala Forest & Wildlife Department and the successful tenderer. One copy will be given to the KFD and the successful tenderer will retain one copy. The equipment maintenance records maintained by the successful tenderer shall be compared and reconciled with the equipment maintenance register of the KFD on a regular basis during the quarterly preventive maintenance visits. The difference if any should be brought to the notice of the Chief Conservator of Forests (FMIS) whose decision shall be final in this matter. The reconciled document will be the basis for calculating the downtime penalty.
- A provision of a common telephone toll free number has to be provided by the successful tenderer for making calls to register complaints and getting token numbers for the same at the time of complaint registration. All calls received should be registered in a portal, which can be accessed by Kerala Forest & Wildlife Department with facility to view details of all complaints.
- i. Kerala Forest & Wildlife Department's personnel will be responsible for operating the equipments and peripherals. During period of warranty and AMC, Kerala Forest & Wildlife Department will restrict to operational activities only and will not repair any equipment.
- j. To monitor the maintenance activity and to discuss other related matters, periodic meeting between Kerala Forest & Wildlife Department and successful tenderer will be held at Thiruvananthapuram and also at Circle offices.
- k. Whenever the equipments and peripherals cannot be repaired on site within the specified time limits, the vendor will have to provide alternate equipments of matching specification of the equipments supplied under the contract. This will be replaced within the period of **maximum 30 days** with the same equipment after

repair or with equipment of same or better model of the equipment supplied under the contract. If the time exceeds 30 days, the downtime penalty will be charged. All such replaced equipments will also come under the clauses of the existing Performance Guarantee.

- i. **Force Majeure:** The successful tenderer shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond his reasonable control. If the successful tenderer is prevented from performing their function under the instrument for a period longer than six months due to fire, theft, earthquake, flood, accidents, riots, natural calamities, etc., the successful tenderer's liability ceases. Then both the parties shall discuss the course of action to be taken afterwards.
- m. **Annual Maintenance Contract (AMC): -** All the equipments purchased from the successful tenderer will be included in two years AMC in continuity with the expiry of the three years warranty period. Rates (annual) for the AMC for two years after the expiry or warranty period shall be quoted in Schedule II of the Price bid. This will be considered as a part of the tender. Tenders quoted without the maintenance charges are liable to be summarily rejected. The tenderer should clearly indicate yearly AMC charges valid for 2 years.
- n. The Annual Maintenance Contract will be comprehensive and cover the cost of all the spare parts required for replacement/repair for the electronic equipments, except printer cartridges and consumable items like printer ribbon. The AMC may be on regular basis to ensure the minimum down time of the equipment.
- o. **Payment for AMC:** The payment will be released yearly. The successful tenderer will submit yearly bill along with the downtime statement within one week of completion of the year to the Chief Conservator of Forests (FMIS) with certified monthly downtime statements of the custodian officers. The Chief Conservator of Forests (FMIS) will reconcile this and release the payment. If due to any reason, the Chief Conservator of Forests (FMIS) is unable to reconcile the penalty amount, 80% of the total amount or amount equal to last year payment, whichever is less, will be released. The balance amount will be released after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next half-year bill. In case penalty exceeds AMC amount the excess amount may be adjusted in the next year bill or from the security deposit.
- p. The Kerala Forest & Wildlife Department has the right to terminate the AMC at any time after giving one month's notice and in case of such termination, the successful tenderer shall not be entitled to claim any compensation.
- q. The warranty & AMC shall continue to be in force even if the location of equipment is changed.

6. Change of ownership: -

The obligation of the successful tenderer Company/Firm under this contract shall not cease even if the ownership changes. The successor in interest or transferee shall be bound by the provisions of the contract.

E. GENERAL CONDITIONS

1. The tenders should be forwarded IN DUPLICATE and addressed to the Chief Conservator of Forests (FMIS), Forest Headquarters Thiruvananthapuram in a sealed cover with the tender No. and name of the material duly superscribed thereon.
2. The tender should be in the form prescribed for each tender, which can be obtained from the office of the Chief Conservator of Forests (FMIS), Forest Headquarters, Thiruvananthapuram. TENDERS THAT ARE NOT IN THE PRESCRIBED FORM ARE LIABLE TO BE REJECTED. The forms will not be sent by VPP. Cheques, postal orders or postage stamps will not be accepted towards the cost of the forms. The cost of the tender forms (by DD) once paid is not refundable on any account, nor will the amount be adjusted towards cost of any other tender form. The tender forms are not transferable. Requisition for forms should be made in writing, stating clearly the number of forms with superscription details of the tender for which forms are required. i.e.
 - (1) The number and superscription details of tender.
 - (2) Details of tender forms required, whether the original set or the number of additional copies required and
 - (3) The full address of the dealer in whose name the forms are to be issued. The tender forms will be sent by registered post to the dealers or will be handed over to the firm's representative in person in case they so desire. No complaint regarding non-receipt of forms will be entertained on any account, even if the forms be lost in transit.
3. The rates quoted should be for the unit specified in the schedule attached and should be only in Indian Currency. Quotations in any other currency will be liable to be rejected. The column "Total" should also be correctly filled in.
4. Intending tenderers should send their tender so as to reach the Chief Conservator of Forests (FMIS), Forest Headquarters, Thiruvananthapuram on or before the due date and time prescribed in the tender notice. No tender received after the date and time specified will be accepted on any account.
5. Earnest Money Deposit (EMD): EVERY TENDER SHOULD BE ACCOMPANIED BY AN EARNEST MONEY PRESCRIBED. The earnest money shall be furnished as Bank Drafts only. **Bank Guarantee towards earnest money for individual tenders will on no account be accepted.** CHEQUES OR POSTAL ORDERS WILL NOT BE ACCEPTED. The Bank draft must be enclosed with the tender so that it may reach the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department before the due date and time prescribed for the submission of the tender. TENDER NOT ACCOMPANIED BY SUFFICIENT EARNEST MONEY WILL BE SUMMARILY REJECTED. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are finalized, 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. No interest will be paid for the earnest money deposited. Bank guarantees or other security deposited with Kerala Forest & Wildlife Department, Store Purchase Department (Kerala State) will not be accepted in respect of tenders submitted to this Department. Tenders which do not comply with the above conditions will be rejected.

6. The tenders will be opened on the date & time specified in the tender notice or on a date & time fixed by Department under notification in the presence of such of those tenderers or their representatives who may be present at the time. The Price bid will be opened on a later notified date. The details of price bid will be read out to those present at the time of opening the price bid and such details will not be furnished to the representatives if they call on a later date.
 - (a) The rate quoted will be considered firm for acceptance till six months from the date of opening of pre-qualification bid or five months from the date opening of the price bid which ever is earlier. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will stand forfeited to the Department.
 - (b) Tenders not stipulating period of firmness of price and tenders with price variation clause and or “subject to prior sale” conditions are liable to be summarily rejected.
 - (c) Tenders submitted subject to conditions will not be considered. They are liable to be summarily rejected on that sole ground, and the EMD will be forfeited.
7. The final acceptance of the tenders rests entirely with the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department, who does not bind himself to accept the lower or any bid. But the tenderers on their part should be prepared to carry out order in respect of such portion of the supplies included in their tenders as may be allotted to them. In any case, the decision of the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department shall be final and no correspondence shall be entered into, as to why a tender was not accepted or why a portion of the item only was ordered.
8. In the case of materials of a technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a period of 5 years from the date of successful installation and commissioning of all the equipments under a definite penalty clause in 7 in Commercial Conditions & 4-C under Performance Guarantee.
9. The successful tenderers shall also execute an agreement in the form prescribed by Kerala Forest & Wildlife Department (Specimen given in Annexure I) for the due fulfillment of the contract within the period to be specified in the letter to the successful tenderer and shall have to pay all stamp duty, lawyer’s charge 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 10 below:
10. The successful tenderer shall before signing the agreement and within ten days after the acceptance of his tender has been intimated to him, deposit a sum equivalent to five (5) per cent of the value of the contract as security deposit. The amount of security may be deposited by way of Bank draft or in the form of Bank guarantee. If the security is in the form of Bank Guarantee it should be in the prescribed form as per specimen given as ANNEXURE II hereto. 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 the Department and the contract retendered again at the defaulter’s risk. Any loss incurred by the Department on account of the retender will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.

11. The security deposit will be released only after the successful completion of the contract period viz. five years and after producing Non Liability Certificate. But in the event of any dispute arising between the Department and the successful tenderer, the Department shall be entitled to deduct out of the deposits or the balance thereof until such dispute is resolved or settled, the amount of such damage costs, charges and expense as may be claimed. The same may also be deducted from any other sum, which may be due at any time from the Department to the successful tenderer.
12. All payments to the successful tenderer will be made in the due course: -
 - (a) either by Department's cheques payable at the Kerala Government treasuries; or
 - (b) by cheques on the State Bank of Travancore / State Bank of India.
13. Payment will only be made after the goods supplied are actually verified and taken to stock and as per conditions in clause 12 of Commercial Conditions.
14. The successful tenderer shall not assign or transfer the contract or the benefits or liabilities or any part thereof to any other person or persons or body corporate. The successful tenderer shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing of the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department. The Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department shall have absolute power to refuse such consent or to rescind, such consent 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 successful tenderer or sub-successful tenderer up on such rescission. Provided always that if such consent be given at any time the successful tenderer shall not be relieved from any obligation, duty or responsibility under this contract.
15. In case the successful tenderer 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 debits or carries on behalf of his creditors or in case any receiving order or orders for the administration of his estate are made against him or in case the successful tenderer shall commit any act of insolvency or in case in which under any clause or clauses of his contract, the successful tenderer shall have rendered himself liable to damages amounting to the whole of his security deposits the contract shall thereupon, after notice given by Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department to the successful tenderer, be determined and the Department may complete the contract at the risk and cost of the successful tenderer in such time and manner and by such persons as the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department shall think fit. But such determination of the contract shall be without any prejudice to any right of remedy of the Department against the successful tenderer of his sureties in respect of any breach of contract therefore committed by the successful tenderer. All expenses and damages caused to the Department by any breach of contract by the successful tenderer shall be paid by the successful tenderer to the Department and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
 - (a) The tenderers submitting tenders should produce a solvency certificate, along with their tenders clearly indicating to what extent they are solvent, from Bank / the Thahsildar of the Taluk where they reside/located.

16. In case the successful tenderer fails to supply and deliver any of the said articles and equipments within the time provided for delivery of the same or in case the successful tenderer commits any breach of any of the covenants, stipulation and agreements herein contained and on his part to be observed and performed, then and in any such case, it shall be lawful for the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department (if he deems fit to do so) to arrange for the purchase of the said articles and equipments elsewhere, or, on behalf of the Department, by an order in writing of the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department, to put an end to this contract; and in case the Department shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchases 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 money shall then or at any time during the continuance of this contract be payable by the successful tenderer to the Department under and by virtue of this contract it shall be lawful for the Department from and out of any moneys for the time being payable or owing to the successful tenderer from the Department under or by virtue of this contract or otherwise to pay and reimburse to the Department all such costs damages and expenses they may have sustained, incurred or been put to, by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid; and also all such difference in price, compensation, loss, cost damages, expenses and other moneys as shall for the time being, be payable by the successful tenderer as aforesaid.
- (a) 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 Thiruvananthapuram City.
 - (b) In case, where a successful tenderer after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may at the discretion of the Kerala Forest and Wildlife Department, be purchased by means of another tender / quotation or by negotiation or from next higher tenderer, who had offered to supply already and the loss if any, caused to the Department shall hereby together with such sums as may be fixed by the Department towards damages be recovered from the defaulting tenderer as a debt due to Government.
17. Every notice hereby required or authorised to be given may be either given to the successful tenderer 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 successful tenderer 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 sufficiently served on the successful tenderer on the date on which in the ordinary course of mail a letter so addressed and posted would reach his place of abode or business. The successful tenderer shall intimate the Department any change in his place of business or address.
18. The tenderer shall undertake to supply material according to the standards and specifications prescribed.
19. No representations for enhancement of rate once accepted will be considered.
20. Any attempt on the part of the tenderers or their agents to influence the Department in their favour by personal canvassing will disqualify the tenderers.

21. TELEGRAPHIC OR FAX TENDER OFFER WILL NOT BE CONSIDERED.
22. The price quoted should be inclusive of all taxes duties etc. which are or may become payable by the successful tenderer under existing or future laws or supply during the course of executions of the contract. It will be assumed that the prices quoted are inclusive of all such taxes duties etc. and extra claims therefore will not be accepted.
23. If any tenderer has Rate/ Running Contract with Director General Successful tenderers & Disposals. New Delhi for the supply of any of the items of stores mentioned in the schedule hereto, a copy of the same should be enclosed with the tender.
24. Special conditions, if any mentioned in the quotation of the tenderer or in any other communication from him will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
25. Tenderers shall clearly specify whether the goods offered are from indigenous sources, or from imported stocks in India or from foreign sources, to be imported under a license. The Department 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.
26. Even in case 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 rates shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
27. All incidental expenses incurred by the Department for making payments outside the District in which the claim arises shall be borne by the successful tenderer.
28. The tenderers shall quote also the percentage or rebate or discounts offered by them in case the payment is made promptly within one month of installation & commissioning at the last location. This will not be considered for tender evaluation.
29. Any sum of money due and payable to the successful tenderer (including security deposit returnable to him) under this contract may be appropriated by the purchasing officer or the Department or any other person authorized by the Department and set off against any claim of the purchasing officer or the Department for the payment of a sum of money arising out of or under any other contract made by the successful tenderer with the purchasing officer or the Department or any other person authorised by the Department.
30. The tenderer should submit along with his tender an agreement executed and signed in Kerala Stamp Paper worth ₹ 100/-. A specimen form of agreement is given as Annexure III of this tender. Tenders without the agreement in stamped paper will be rejected outright.
31. The successful tenderer has to bear all the statutory taxes. The Department will make necessary deductions from the payment and issue certificate to that effect.

32. E-Waste:- It is the need of the hour and is being implemented / emphasized globally for adequate disposal for E-Waste to save our environment. The vendor or its e-waste partner should at least have the rating of 4 or above in Greenpeace or any other equivalent Certification for e-waste disposal. In the absence of which, KFD may disqualify the vendors bid. The vendors have to give certificate specifying the quantity for e-waste which have been collected and the same have been adequately disposed off.

33. Tenderer will invariably furnish the following certificate with their bills for payment.

“Certified that the goods on which sales tax (Value Added 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 provisions of the relevant Act or the rules made there under certified further that we (or our branch or agent) are registered as dealers in the sale of

Under registration no.....
For purposes of sales tax”

34. The Courts situated at the place where the headquarters of the Kerala Forest and Wildlife Department is situated viz Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.

(Sd/-)
Chief Conservator of Forests (FMIS)
Kerala Forest & Wildlife Department
Forest Headquarters
Vazhuthacaud
Thiruvananthapuram

ANNEXURE I

(Agreement to be executed by the successful tenderer in Kerala Stamp Paper worth ₹ 100/-)

Articles of agreement made the day of between the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department, Forest Headquarters, Vazhuthacaud, Thiruvananthapuram acting for & on behalf of the Governor of Kerala (herein after called the "KFD") of the one part and M/s.....a Company Limited incorporated under the Companies Act, 1956 and having its registered Office at (hereinafter called the successful tenderer) jointly and severally of the other part.

And whereas the KFD have been pleased to accept the contract in respect of the articles mentioned in the copy of order attached:

And whereas the successful tenderer has as security for the satisfactory fulfillment of this contract

- (i) deposited Rs..... /- (Rupees.....) i.e. sum equal to 5 percent of the value of the contract as per Bank Draft No.....dated of the Bank duly approved by the KFD.
- (ii) Provided a Bank guarantee for a sum of ₹ (Rupees.....) as per the Bank guarantee No., dated of being the value of percent of the contract

Now these Presents Witness and it is hereby mutually agreed as follows:

1. The successful tenderer shall undertake to supply material according to the standard samples and specifications. In other cases he should send samples to conform to the description given in the schedule when required to do so. Approved samples will not be paid for and shall become the property of the KFD, but may at the discretion of the KFD be returned to the successful tenderer whose tender is accepted, on the completion of his

contract. All samples must be clearly labeled to show to what particular items tendered for they relate and should be of sufficient size and quantity to enable the Kerala Forest & Wildlife Department to compare supplies therewith.

2. No representation for enhancement of rates once accepted will be considered.
3. The approximate quantities to be supplied are shown in the copy of order no..... dated in file no. herewith attached, which shall be treated as a part of this agreement, as nearly as can be foreseen; but they are merely estimates of quantities that may be required for general guidance of tenderers, and the KFD in no case binds itself to purchase any quantity at all during the period of contract if no necessity arises therefore; but the successful tenderer shall supply any quantity of any article at the rate tendered by him for that article up to 25 per cent, in excess of the estimated quantity quoted, and in the event of his inability to do so, or to offer a suitable alternative to the satisfaction of the KFD, the KFD is at liberty to purchase the article or an article of similar quantity from elsewhere and should the price of the articles so purchased be in excess of the tendered rate to deduct the difference of cost from the successful tenderer's bills or his security deposits, as the case may be. The successful tenderer shall not however be entitled to the excess, if any, of the tendered rate over such purchase amount.
4. In case the successful tenderer fails to supply and deliver any of the articles and things tendered for by him within the time provided for delivery of the same or in case the successful tenderer 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 the KFD (if it shall think fit to do so) by an order in writing to put an end to this contract, and in case the KFD shall have incurred, sustained or been put to any costs, loss, damages or expenses by reason on this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or at any time during the continuance of this contract be payable by the successful tenderer to the KFD under and by virtue of this contract it shall be lawful for the KFD from and out of any moneys for the time being payable or owing to the successful tenderer from the KFD under or by virtue of this successful tenderer or other wise to pay and reimburse to the KFD all such costs, loss, damages and expenses they may have sustained, incurred or been put to by reason of this contract having been so put an end to as aforesaid and also all such difference in price compensation, loss, costs, damaged, expenses and other moneys as shall for the time being be payable by the successful tenderer aforesaid.
5. Every notice hereby required or authorized to be given may be either given to the successful tenderer 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 successful tenderer 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 successful tenderer on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
6. All payments to the successful tenderer will be made in due course :-
 - (i) either by the KFD cheques payable at the Government Treasuries; or
 - (ii) by the cheques or drafts on the State Bank of India/State Bank of Travancore at Thiruvananthapuram or at any of its principal branches in India.
7. The successful tenderer shall not assign or make over the contract or the benefits of burden thereof or any part thereof to any other person or persons or body corporate. The successful tenderer 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 KFD. The KFD shall have absolute power to refuse any such request for consent and such consent (if given) at any time, if they are not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the successful tenderer or the sub-successful tenderer, upon such rescission. Provided always that if such consent be given at any time, the successful tenderer shall not be relieved from any obligation duty or responsibility under this contract.

8. In case the successful tenderer becomes insolvent or goes into liquidation or makes or proposes to make any compromise with his creditors for the settlement of his debts, or carries on his business or the successful tenderer under instruction on behalf of his creditor, or in case any receiving order or orders for the administration of his estate are made against him, or in case the successful tenderer shall commit any act of insolvency or in case in which, under any clause or clauses of this contract, the successful tenderer shall have rendered himself liable to damage, amounting to the whole of his security deposits the contract shall thereupon, after notice given by the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department, to the successful tenderer be determined; and the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department may complete the contract in such time and manner and by such person as the KFD shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the KFD against the successful tenderer or his sureties in respect of any breach of the contract committed by the successful tenderer.
9. All expenses and damages caused to the KFD by any breach of all or any of the terms of this contract by the successful tenderer shall be paid by the successful tenderer to the KFD and may be recovered from him.
10. The security deposit shall, subject to the conditions specified herein, be returned to the successful tenderer within three months after the successful completion of the contract, but in the event of any dispute arising between the KFD and the successful tenderer, the KFD shall be entitled to deduct out of the deposit 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 anytime from the KFD to the successful tenderer.
11. The successful tenderer hereby declares that the goods / stores/articles sold to the KFD under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained / mentioned in the copy of the order mentioned in clause 3 hereof and the successful tenderer / hereby guarantees that the said goods / stores/articles would continue to conform to the description and quality aforesaid for a period of days / months from the date of delivery of the said goods / stores / articles to the bond and that notwithstanding the fact that the KFD (inspector) may have inspected and or approved the said goods/stores/articles if during the aforesaid period of days / months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the KFD in that behalf will be final and conclusive) the KFD will be entitled to reject the said goods / stores/articles or such portion thereof as may be discovered not to conform to said description and quality. On such rejection the goods/ articles / stores will be at the successful tenderer's risk and all the provisions herein contained relating to rejection of goods etc; shall apply. The successful tenderer shall if so called upon to do, replace the goods etc; or such portion thereof as is rejected by the KFD. Otherwise the successful tenderer shall pay to the KFD such damages as may arise by reason of the breach of the

conditions herein contained. Nothing herein contained shall prejudice any other right of the KFD in that behalf under this contract or otherwise.

- 12. The terms and conditions given in this agreement and or the order referred to in clause 3 above, shall supersede all the terms and conditions contained in the tender / quotation submitted by the successful tenderer or in the covering letter forwarding the said tender / quotation. Where the successful tenderer's terms and conditions are at variance with this agreement and / or the order for the supply, the terms & conditions in the agreement shall prevail.
- 13. In cases where a successful tenderer, after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may, at the discretion of the KFD / purchasing officer be purchased by means of another tender / quotation or by negotiation from the next higher tenderer who had offered to supply already and the loss, if any, caused to the KFD shall thereby together with such sums as may be fixed by the KFD towards damages be recovered from the defaulting tenderer.
- 14. 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 only shall be refunded. If the recoverable amount is higher than the security deposit, the balance shall be recovered under the Revenue Recovery Act.
- 15. "The courts situated at the place where the headquarters of the KFD is situated viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract."

In Witness whereof the parties hereto have here in to set their hands the day and year first above written.

Signed, sealed and delivered.

by.....

.....

and on behalf of the Kerala Forest & Wildlife Department.

In the presence of : -

- Witness: 1.
- 2.

Signed sealed and delivered

by

(Successful tenderer)

In the presence of: -

- Witness: 1.
- 2.

ANNEXURE II
GUARANTEE BOND

(To be used by Nationalised Bank)

In consideration of the Kerala State Forest & Wildlife Department (hereinafter called "the Department") having agreed to exempt
.....herein after called "the said Successful tenderer(s)" from the demand.
(Under the terms and conditions of an Agreement dated to be executed as per
order made betweenand
..... for herein
after called "the said Agreement" of security deposit for the due fulfillment by the said
successful tenderer's of the terms and conditions contained in the said Agreement on
production of a Bank guarantee for ₹(Rupees
.....only). We Bank
(herein after referred to as the Bank) do hereby undertake to pay to the Department an
amount: not exceeding ₹.(Rupees only)
against any loss or damage caused to or suffered by or would be caused to or suffered by the
Department by reason of any breach by the said successful tenderer(s) of any of the terms
and conditions contained in the said Agreement.

2. WeBank do hereby undertake to pay the amounts due and
payable under the guarantee without any demur merely on a demand from the Department,
stating that the amount claimed is due by way of loss or damage caused to or would be caused
to or suffered by the Department, by reason of any breach by the said successful tenderer(s)
of any of the terms and conditions contained in the said Agreement or by reason of the
Successful tenderer's(s) failure to perform the said Agreement. Any such demand made on the
Bank shall be conclusive, as regards the amount due and payable by the Bank under the
guarantee. However, our liability under this guarantee shall be restricted to an amount not
exceeding Rs.....

3. WeBank further agree, that the
guarantee herein contained, shall remain in full force and effect during the period that would be
taken for the performance of the Agreement Number.....dated.....and that it
shall continue to be enforceable till all the dues of the Department, under or by virtue of the
said Agreement have been fully paid and its claims satisfied or discharged till the Chief
Conservator of Forests (FMIS) , Kerala Forest & Wildlife Department or other Officer of the
Department in charge of the Work, certifies that the terms and conditions of the said
agreement have been fully and properly carried out by the said Successful tenderer(s) and
accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made
on us in writing on or before thewe shall be discharged from all
liability under the guarantee thereafter.

4. We Bank further agree with the
Department that the Department shall have the fullest liberty, without our consent and without
affecting in any manner or obligations hereunder to vary any of the terms and conditions of the
said Agreement or to extend time of performance by the said successful tenderer(s) from time
to time or postpone for any time or from time to time any of the powers exercisable by the
Department against the said successful tenderer(s) and to forbear or enforce any of the terms
and conditions relating to the said agreement and we shall not be relieved from our liability by
reason of any such variation, or extension or forbearance being granted or allowed to the said
successful tenderer(s) or for any of the forbearance act or omission on the part of the

Department or any indulgence by the Department to the said successful tenderer(s) or by any such matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of so relieving us.

5. To give effect to the guarantee it shall be competent for the Department to so act; as though the Bank were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee hereto fore given by the Bank to the Department and now existing un-cancelled and this guarantee is not intended to and shall not revoke or limit such other guarantees.

7. We Bank lastly undertake not to revoke this guarantee during its currency, except with the previous consent of the Department in writing.

Dated this the.....day ofFor
..... Bank
.....

ANNEXURE III

*(Format of agreement to accompany the tender)
(To be executed in Kerala Stamp Paper worth Rs 100/-)*

AGREEMENT

Articles of agreement executed on this the
.....day of two thousand andbetween the Kerala
Forest and Wild Life Department (here enter the designation of the officer who has invited the tender)
(Hereinafter referred to as "The Department") 'on the one part and Sri/M/s.....,
(here enter name and address of the tenderer) herein after referred as "The bounden" of the other part.
WHEREAS in response to the invitation for tenders contained in notification no
datedinviting tenders, the bounden has submitted to the Department a tender for the
.....specified therein subject to the terms and conditions
contained in the said tender.

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

Now THESE PRESENT WITNESSES and it is hereby mutually agreed as follows:

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

In witness whereof Sri.....(here enter name and
designation) for and on behalf of the Department and Srihave
hereunto set their hands the day and year shown, against their respective signatures.

Signed by Sri (date)

In the presence of witnesses.

- 1.
- 2.

Signed by Sri..(date)

In the presence of witnesses.

- 1.
- 2.

ANNEXURE IV
PREVENTIVE MAINTENANCE OF ELECTRONIC EQUIPMENTS AND PERIPHERALS /
CALL SHEET CUM PM REPORT

Location :
 Name of Office :
 Officer in Charge :
 Date :
 M/c Type (With SI No) :

Action Taken

- i) Dust Level OK (Yes/No) :
- ii) Temperature :
 (Recommended 22 to 28 degree C)
- iii) Humidity OK :
- iv) Voltage :
 - Line - Neutral :
 - Line - Earth :
 - Neutral - Earth :

Equipment/Printer

- i) Cleaned (Yes/No) :
- ii) Configuration Checked (Yes/No) :
- iii) OS/Drivers Checked (Yes/No) :
- iv) Network Connectivity OK (Yes/No) :
- v) Performance OK (Yes/No) :
- vi) Printer Working (Yes/No) :

VIRUS Checked OK

- i) Virus Scanner Used :
- ii) Virus Scanner updated (Yes/No) :

General Layout :
 Suggestions, if any :
 Remarks :

*Signature with Date,
 Name and Designation*
 Of Officer in Charge

*Signature with Date,
 Name and Designation*
 Of Head of Office

*Signature with Date,
 Name and Designation*
 Of Service Engineer

Note: This has to be submitted to the Office of CCF (FMIS) within 3 days of Preventive Maintenance.

ANNEXURE V

PROFORMA FOR MAINTAINING EQUIPMENT MAINTENANCE REGISTER (LOG BOOK)

Location :

Name of Item:

Item Code :

Month :

Call No	Complaint	Booking Date & Time	Attended Date & Time	Repaired Date & Time	Diagnosis and Components Replaced	Down-time in Hours	Penalty (in ₹)
Total							

Dated signature:

Name :

Designation :

of Officer in Charge

Verified and Agreed for the

Servicing Firm

Dated signature:

Name :

(Service Engineer)

Countersigned by

Dated signature:

Name :

Designation :

of Head of Office

(Office Seal)

Note :

- Separate Sheet may be maintained for each equipments
- If there is no downtime for a particular month, that may be mentioned in the Register
- **The downtime report of each month may be reported to the Chief Conservator of Forests (FMIS), III Floor, Forest Headquarters, Vazhuthacaud, Thiruvananthapuram-14 on or before 10th of the succeeding month.**

ANNEXURE VI

PRE-QUALIFICATION REQUIREMENTS

1. The bidder should be a manufacturer or authorised dealer of reputed brands of electronic equipments basically, and must have tested, supplied and commissioned items of similar kinds similar to the type specified in the 'schedule of requirements'.
2. For all the items, bidders can quote items of other manufacturers provided the manufacturer furnishes authorisation for all items assuring full guarantee and warranty obligations as per GCC and SCC.
(attach supporting documents).
3. The bidder should be an authorised AMC provider of the manufacturer.
4. The bidder should have at least one own or authorised service center in each of the districts of Kerala for providing maintenance for all the items offered.
5. The equipment offered for supply must be of the most recent series models incorporating the latest improvements in design.
6. All bids submitted shall also include the following information: -
 - i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
 - ii) A brief write-up, backed with adequate data, explaining the tenderers available capacity and experience (both technical and commercial) for supply of the required equipments and equipment within the specified time of completion after meeting all their current commitments.
 - iii) Details of service centres and information on service support facilities that would be provided after the warranty period.
 - iv) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.

KERALA FOREST & WILDLIFE DEPARTMENT

Tender No.

Work: Supply, Installation, Testing and Commissioning of Electronic Equipments and peripherals (warranty for three years and continued AMC for the next two years) for various offices of Kerala Forest & Wildlife Department.

SECTION - II

PRE – QUALIFICATION BID

(to be submitted in Envelope - II)

PART – I

INFORMATION AND INSTRUCTIONS TO APPLICANTS

1. INTRODUCTION

Kerala Forest & Wildlife Department invites applications for pre-qualification bids from interested Bidders for supply, installation, testing and commissioning of electronic equipments and accessories, including warranty for three years and continued AMC for two years, for distribution to various offices of the Kerala Forest & Wildlife Department.

2. PURPOSE OF PRE-QUALIFICATION:

The pre-qualification BID from firms of repute is aimed at selection of a firm having sufficient relevant experience of work to be executed, financial resources, backed by competent technical personnel and other expertise necessary for ensuring that the work if awarded to them would be executed in time, with requisite standard and quality and in a smooth manner as per specifications.

3. EVALUATION CRITERIA:

Kerala Forest & Wildlife Department will pre-qualify those firms which are considered suitable for works under question.

Pre-qualification conditions:

- 1. The tenderer shall be an Original Equipment Manufacturer or an authorized vendor of the Original Equipment Manufacturer.**
- 2. The tenderer shall give an undertaking in Form No. XV of this document to the effect that he is agrees to abide by the Department's conditions regarding Delivery, Guarantee, Payment and Penalty.**
- 3. The tenderer must have valid ISO 9001 Certification.**
- 4. The tenderer shall have carried out business in electronic equipments for fairly a good amount yearly during last three years.**
- 5. The tenderer should have carried out successful supply, installation and commissioning of sufficient number of equipments for the last three years.**
- 6. The tenderer should have service centres in the cities or major towns in the state of Kerala with technical support personnel.**
- 7. The manufacturers of the printer and electronic equipments offered shall have ISO 9001 Certification.**
- 8. The manufacturers of the printer and electronic equipments offered shall have made sufficient number of installations during the last three years.**
- 9. The equipments offered shall pass the performance evaluation based on the demonstration to be conducted.**

The tenderer shall provide documentary evidence to prove his eligibility based on all the above pre-qualification criteria (except sl.no.9) along with the Pre-qualification bid.

If the applicant is a joint venture it shall give all the necessary information as described in section 7 below. To qualify a joint venture, the joint venture must jointly satisfy the criteria set out in this section and a copy of the joint venture agreement shall also be furnished.

The decision of Kerala Forest & Wildlife Department in the evaluation of pre-qualification bids will be final and without appeal. Kerala Forest & Wildlife Department will

not be bound to give any reason for the acceptance or the rejection of any firm on any account, whatsoever.

4. SUBMISSION OF PRE-QUALIFICATION DOCUMENTS:

“The Pre-qualification Information” which is annexed hereto shall be duly completed, signed in duplicate and the tenderer shall return the original pre-qualification documents, issued by Kerala Forest & Wildlife Department along with the copy. Original will govern whenever there are any discrepancies between the original and the copy. If separate printouts are used to submit the pre-qualification bid, then the pre-qualification booklet purchased shall be submitted, duly signed on all pages, along with the forms. The original and copies of the documents must be submitted in sealed cover (Envelope No. II) super-scribed “Pre-qualification Bid” and shall be submitted along with the envelope containing the price bid. Documents submitted in connection with the pre-qualification will be treated as confidential and will not be returned.

5. LANGUAGE OF APPLICATION:

All the information must be submitted in English.

6. COST INCURRED BY THE APPLICANT:

The cost incurred by the applicant in preparing the application, in providing clarifications or attending discussions and conference in connection with the document will not be reimbursed under any circumstances.

7. METHOD OF APPLYING:

If the applicant is a **partnership firm**, it shall be signed by the authorized partner/(s) of the firm above their full type written names and current address, or alternatively, by a power of attorney for the firm, by signing the application, in which case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current addresses of all the partners of the firm shall also accompany the application.

If the application is made by a **Company** incorporated under Indian Companies Act or having this status, it shall be signed by a duly authorized person holding the Power of Attorney for signing the application, in which case, a certified copy of the Power of Attorney shall accompany the application.

If the application is made by a **group of firms or a joint venture consortia**, the lead firm shall submit complete information with regard to all the information required, in the forms pertaining to each firm in the group, and shall state in the covering letter attached to the application as to which of the firm shall have the responsibility for applying for bid, submission of bid and completion of contract documents, and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms applying for the bid, submission of bid and for completion of contract documents. The full information and satisfactory evidence pertaining to the participation and responsibility of each member firm or group of firms making the application shall be furnished along with the pre-qualification document duly signed by each firm. The lead firm should be clearly identified and the responsibility of the lead and other firms should be defined by the applicant.

8. POSTAL DELAY:

Kerala Forest & Wildlife Department will not be responsible for any kind of postal delay or non-delivery of bid documents sent to the applicants.

9. INFORMATION TO BE FURNISHED BY THE APPLICANT:

The firms are required to give complete information as asked for in the "PRE-QUALIFICATION INFORMATION" (SECTION – II).

The various forms attached to this pre-qualification information (Section –II) are to be filled up by the applicant without any alterations or modifications of their own to the details called for. **Preparing information in new pro-forma devised by the applicant, avoiding the information intended to be furnished in the prescribed formats or not filling all the details called for in the prescribed formats may make the application liable to be rejected.**

The details furnished or the replies to the questions should be complete in all respects. In case the information or reply is "NIL" or "NOT APPLICABLE", etc. it should be invariably mentioned rather than leaving space blank or with some marks.

It is desired that the applicants shall indicate all the relevant information on the type of the work done, location of the works, name of project and clients, the date of execution of contract and the amount of work under the relevant columns of the format.

Also under the columns "Brief technical description" wherever appearing in the aforesaid formats, the applicant should mention the size of the work done, working methods and site conditions encountered.

Forms are to be typed/written neatly and applicant's name must appear on each page of the application.

In the event of space provided in the forms being inadequate for entries, or if the applicant wishes to furnish additional information, it may be inserted on a separate sheet with appropriate references.

10. CERTIFICATES OF COMPLETED PROJECTS:

Certificates of similar projects listed in Form VIII and IX etc., from the clients, which can vouch the stability, technical know-how and capabilities in respect of the specialized fields (duly attested) of bidders should be attached.

11. DECLARATION BY THE APPLICANT:

The declaration by the applicants that they are not having any connection directly or indirectly with the department's employees who are in charge of this work, should be signed and attested in the declaration form attached.

12. FINANCIAL STRENGTH:

Applicant must submit a **Solvency Certificate from a Nationalised Bank**. Sufficient data and Bank reference to permit an evaluation of the size and financial stability of the applicant should be furnished. Financial data in FORM – XII shall be for the last 3 years. Certified balance sheets and income statements for the same period shall be appended.

13. LIST OF TECHNICAL PERSONNEL AVAILABLE:

Applicants must have suitably qualified personnel to handle the project. Applicants will have to supply the information on prime and alternate candidates for the area of

specialisation given below in terms of his/her qualification and experience at different locations.

- 1) Project Manager
- 2) Hardware Engineer

14. SITE VISIT:

If required, the implementation site(s) of the work may be inspected by the applicant or his representative in consultation with the Chief Conservator of Forests (FMIS), Kerala Forest & Wildlife Department, Forest Headquarters, Thiruvananthapuram.

15. ADEQUACY OF STAFF (AND EQUIPMENT):

The applicant must have adequate staff (and equipment) for carrying out the works described in the bid document, efficiently and in accordance with the time schedule.

16. OVER WRITING:

All overwriting or corrections shall be attested with applicant's initials in ink under seal.

(Sd/-)

CHIEF CONSERVATOR OF FORESTS (FMIS)

PART – II

PRE – QUALIFICATION INFORMATION

1. LETTER OF TRANSMITTAL (To be submitted in applicant's letterhead with complete postal address, telephone no., fax no. and e-mail address)

Date: _____

To

The Chief Conservator of Forests (FMIS),
Kerala Forest & Wildlife Department,
Forest Headquarters, Vazhuthacaud,
Thiruvananthapuram – 695 014.

Sir,

Sub: Submission of application for pre-qualification of firms for Supply, Installation, Testing and Commissioning of electronic equipments & accessories including warranty for three years and continued AMC for the next two years for Distribution to sub offices of the Kerala Forest & Wildlife Department.

Having examined the details given in the invitation for pre-qualification of firms for the aforesaid project, we hereby submit the application for pre-qualification with relevant documents.

We hereby certify that all the statements made and the information supplied in the enclosed forms I to XII are true and correct.

We submit the requisite Solvency Certificate and authorise the Kerala Forest & Wildlife Department to approach the Bank issuing the Solvency Certificate to verify the correctness thereof. We also authorise the Kerala Forest & Wildlife Department to approach Individuals, Employers, Firms and Corporations to verify our competence and general reputation.

Kerala Forest & Wildlife Department and its authorised representatives are hereby authorised to conduct any enquiries or investigations to verify the statements, documents and information submitted in connection with this application.

Kerala Forest & Wildlife Department and its authorised representatives may contact the following persons for further information.

FINANCIAL ENQUIRIES				
	Name & Designation	Tel. No.	Fax. No.	E-mail
Contact 1				
Contact 2				

TECHNICAL ENQUIRIES				
	Name & Designation	Tel. No.	Fax. No.	E-mail
Contact 1				
Contact 2				

PERSONNEL ENQUIRIES				
	Name & Designation	Tel. No.	Fax. No.	E-mail
Contact 1				
Contact 2				

We submit the following certificates in support of suitability, technical know-how, capability of having successfully completed the following projects-

SL. NO.	PROJECTS	CLIENT/OWNER
1.		
2.		
3.		
4.		

Signature of the authorised signatory of the Applicant/Firm

Enclosures

Seal of the Applicant/Firm

Date: _____

2. DECLARATION BY THE BIDDERS

I,.....
(name of the authorised signatory)
hereby declare that I am not in any way related to any Department's servant who is in charge of or having control of this work. I agree that if, at any stage it is found that this declaration is untrue, the bid security/performance security furnished by me will be forfeited and the contract entered into will stand cancelled. It is understood that the relationship with the Department's servant referred to herein will be restricted to my Father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law and first cousins of the officers or officials concerned.

Signature of the authorised signatory of the Applicant/Firm

Place:

Date:

FORM – I

1	Name of the Applicant/Firm	
2	Nationality of the Applicant/Firm Head Office address (with Taluk & Panchayat) Fax Number Telephone Number E – Mail	
3	Year and place of the establishment of the company	
4	Former name of the company, if any	
5	The Applicant is a) a propriety firm b) a limited company or limited corporation c) a member of a group of companies d) a subsidiary of a large corporation e) joint venture consortia	
6	Number of years of experience in supply and installation of equipments: a) as a prime successful tenderer (i) In own country (ii) Other countries (specify the country) (iii) To whom should references be made b) in a joint venture (i) In own country (ii) Other countries (specify the country) (iii) To whom the references should be made	
7	Are you registered with any Government/ Department/Public Sector Undertaking in India, (if yes, give details)	

8	Do you engage other firms for supply & installation? If so, under what circumstances and the type of works you sublet. Give details.	
9	How many years have your organization been in business under your present name?	
10	Have you in any capacity ever not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
11	In how many projects you were imposed penalties for delay? Please give details.	
12	How do you describe your firm? (i) Manufacturer. (ii) Successful tenderer. (iii) Total solution provider. (iv) Others (Specify) Select more than one item if necessary.	
13	In what other line of business are you financially interested?	

14	Do you intend to associate any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately.	
15	Have you ever been denied tendering facilities by any Government/Department/Public Sector Undertaking? (Give details)	
16	Information regarding any current litigation in which the tenderer is involved.	
17	Whether the firm/successful tenderer has ISO 9001 certification. (Give details)	

Signature of the authorised signatory of the Applicant/Firm

FORM – II

MEMBER OF A GROUP OF COMPANIES

(If the applicant is a member of a group of companies please give the following information; otherwise state “not applicable”)

1	Name and address of Group	:	
2	Name and address and description of other companies in the Group	:	
3	Name and address of the Bankers	:	

Signature of the authorised signatory of the Applicant/Firm

FORM – III

SUBSIDIARY OF A LARGE CORPORATION

(If the applicant is a subsidiary of a large corporation please give the following information; otherwise state “not applicable”)

1	Name and address of parent organization	:	
2	State the involvement if any, the parent company have in the project	:	
3	Name and address of the Bankers	:	

Signature of the authorised signatory of the Applicant/Firm

FORM – IV
JOINT VENTURE

(If the applicant intend to enter into a joint venture for the project please give the following information; otherwise state “not applicable”)

1	Name and address of joint venture	:	
2	Name and address of all partners of joint venture	:	
3	Name and address of the Bankers to the joint venture	:	

Certified that the following documents are attached

1. Details of the responsibility of the firm leading the joint venture and responsibility or other joint venture partners.
2. Details regarding financial participation of each firm in the joint venture.
3. Certified copy of the agreement to the joint venture.

Signature of the authorised signatory of the Applicant/Firm

FORM – V
FINANCIAL STATEMENT

(Must be given separately for each partner in case of joint venture)

1	Name of firm	:	
2	Name of partners/Director	:	
3	Capital (a) Authorised	:	
	(b) Issued and paid-up	:	
4	(a) What is the maximum annual value of the project that you can handle?	:	
	(b) What is the maximum value of the project that you have handled so far?	:	
5	Have you ever been declared bankrupt? (If yes, please give details in separate sheet)	:	

Certified that the following documents are furnished along with the Pre-qualification Bid

1. Balance sheet and profit and loss statement with auditors report for last 3 years.
2. Certificates of financial soundness by bank, nationalized or scheduled.

Signature of the authorised signatory of the Applicant/Firm

Note: Fiscal year of the company can be followed.

FORM – VI
KEY MANAGEMENT PERSONNEL

(Please attach an Organisation Chart showing the structure of the Company)

A. BOARD OF DIRECTORS :

Details of key Technical and Administrative personnel who could be assigned to the work, in the following pro-forma.

B. KEY TECHNICAL PERSONNEL

1. Name :
2. Qualification :
3. Present position of office :
4. Professional Experience in years :
5. No. of Years with the applicant :

C. KEY ADMINISTRATIVE PERSONNEL

1. Name :
2. Qualification :
3. Present position of office :
4. Professional Experience in years :
5. No. of Years with the applicant :

Signature of the authorised signatory of the Applicant/Firm

FORM – VII

KEY TECHNICAL PERSONNEL IN KERALA STATE

Sl. No.	Name	Designation	Qualification	Experience in Years	Location

Signature of the authorised signatory of the Applicant/Firm

FORM – VIII
DETAILS OF SIMILAR WORKS COMPLETED AND APPLICANT'S
PERFORMANCE FOR THE LAST 3 YEARS

(In the following proforma)

Details of supply of Equipments:

Name of Client	No. of equipments supplied	Year of Supply	Details of Documentary Evidence
Total			

Details of other similar Projects completed:

(Attach separate sheet for each work, with documentary proof. Details without documentary proof will not be considered)

1. Name of the work
2. Place and country
3. Name and address of the client
4. Client's Business
5. Total tendered cost:
6. Period of completion
 - (i) Date of award of work:
 - (ii) Originally stipulated time limit:
 - (iii) Extended time limit, I any
 - (iv) Date of completion
 - (v) Reasons for non-completion of work in stipulated time limit/extended time limit (if applicable).
7. Were there any penalties/fine/stop notice/compensation/liquidated damages imposed (Yes or No) (If yes, give amount and explanation).

Brief technical specification of the items supplied, including principal features, hardware and configuration employed and any other relevant details may be given.

Signature of the authorised signatory of the Applicant/Firm

FORM – IX
DETAILS OF SIMILAR WORKS/ COMMITMENTS IN HAND
(in the following proforma)

Attach separate sheet for each work with documentary proof. Details without documentary proof will not be considered.

1. Name of the work
2. Place and country
3. Name and address of the client
4. Client's Business
5. Total tendered cost
6. Period of completion
 - (i) Date of award of work:
 - (ii) Originally stipulated time limit:
 - (iii) Extended time limit, if any
 - (iv) Reasons for non-completion of work in stipulated time limit/extended time limit (if applicable)
7. Were there any penalties/fine/stop notice/compensation/liquidated damages imposed (Yes or No) (If yes, give amount and explanation).

Brief technical specifications including principal features, hardware and configuration being employed and any other relevant details may be given.

Signature of the authorised signatory of the Applicant/Firm

FORM – X
DETAILS OF OFFICES/SERVICE CENTRES IN KERALA

Complete address with telephone, fax, and email.

Signature of the authorised signatory of the Applicant/Firm

FORM – XI
INFORMATION REGARDING MANUFACTURERS OF EQUIPMENTS

Name of manufacturer equipment:

Name of Client	No. of equipments Supplied	Year of Supply	Details of Documentary Evidence	Remarks
Total				

Any further information which the applicant considers relevant in regard to the capabilities.

Signature of the authorised signatory of the Applicant/Firm

FORM XII
FINANCIAL INFORMATION
(LAST 3 YEARS)

1	Working Capital			
2	Foreign Investment			
3	Turn Over			
4	Gross Profit			
5	Net Profits after taxation			
6	Current ratio (Current assets to current liabilities)			
7	Total liabilities to net worth			

Signature of the authorised signatory of the Applicant/Firm

FORM XIII

LIST OF MAJOR CLIENTS

Signature of the authorised signatory of the Applicant/Firm

FORM XIV
GUARANTEED TECHNICAL PARTICULARS OF THE PRODUCTS QUOTED

(All the information asked for shall be given. No rows shall be left blank)

WALKIE-TALKIE & MAIN SETS		
Specifications	Technical Particulars	Yes / No (Please specify if better technical specification is quoted)
Make and model	Motorola GP - 338 (Walkie - talkie)	
Frequency Range	136-174 MHz	
Channel Spacing	12.5/20/25 KHz	
Channel Capacity	128 Channels	
Frequency Stability	+/- 0.00025%	
Power Source	7.5V	
LCD Display	Yes	
Warranty & AMC	3 years warranty and 2 years AMC after warranty on separate quote	
Make and model	Motorola GM - 338 (Main set)	
Frequency Range	136-174 MHz	
Channel Spacing	12.5/20/25 KHz	
Channel Capacity	128 Channels	
Frequency Stability	± 2.5PM	
Power Source	13.2 V DC	
LCD Display	Yes	
Warranty & AMC	3 years warranty and 2 years AMC after warranty on separate quote	
Antenna, cable and power supply unit compatible with Motorola GM - 338	Separate quote has to be made for this item.	
URL (web site) of the Manufacturer		

FORM XV

UNDERTAKING

I/We,
hereby agree to adhere to the conditions of Chief Conservator of Forests(FMIS), Kerala Forest & Wildlife Department regarding Delivery, Guarantee, payment and penalty mentioned in this tender document.

Name and address of the Successful tenderer

KERALA FOREST & WILDLIFE DEPARTMENT

Tender No.

Work: Supply, Installation, Testing and Commissioning of Electronic Equipments and peripherals (warranty for three years and continued AMC for the next two years) for various Offices of Kerala Forest & Wildlife Department.

SECTION - III

PRICE SCHEDULE

(to be submitted in Envelope - III)

SCHEDULE - I

Sl. No.	Item	Make/ Model	Qty.	Per machines cost (₹)	TAXs (₹)				Total Tax (₹)	All Incl. (₹)
1	Walkie Talkies									
2	Main Set									

Total Quote Price in words:

Rupees.....

Optional item:

Signature of the Tenderer

Company Seal

Name & Address

SCHEDULE - II

ANNUAL MAINTENANCE CONTRACT

(to be updated and replaced each time while floating tenders)

Sl. No.	Item	Make	Qty.	Rate Annual (₹)	Rate for two years (₹)	Amount for two years for total Qty (₹)
1	Walkie Talkies					
2	Main Set					
TOTAL						

Note: Split up details of Taxes and Duties if included in the AMC rate shall be mentioned separately.

Total amount for AMC for two years in words: Rupees

Signature of the Tenderer

Company Seal

Name & Address

SCHEDULE - III

CONSUMABLES

Sl. No	Item	Make	Qty.	Rate Annual (₹)	Amount for two years (₹)	Amount for two years for total Qty (₹)
Total						

Note: Split up details of Taxes and Duties if included in the AMC rate shall be mentioned separately.

Total amount for AMC for two years in words: Rupees

Signature of the Tenderer

Company Seal

Name & Address

K F.G. FORM 14

(See Chapter VII, Article 143)

FORM OF TENDER

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)

(Address)..... ,

Date.....

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

GENERAL CONDITIONS

Scaled tenders are invited for the supply of the materials as specified in the schedule below/attached:—

1. The tenders should be addressed to the officer 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 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 be 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' conditions 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 rupees) subject to a 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 either by remittance into any Government Treasury in chalangans in duplicate, duly countersigned by the officer mentioned below, or 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. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposited.

(b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles or 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-operative 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-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within the 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.

(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 deposits 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.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Industries Corporation Ltd., 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 firm 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) Tenders 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 licence. Government reserve 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 fulfilment 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 fulfilment of the contract less the amount of 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 enough 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 the 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 fulfil 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 perform the service within the time/period(s) specified in the contract, 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 vide G O. (Ms) No. 8/96/SPD. dated 9-8-1996.

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, posts, 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.

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

- (i) either by department 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 firms 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 receipts 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 or 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 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 act 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 or 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 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 hostels 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 in 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 by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and

also all 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 deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other person authorised by Government and set off against any claim of the Purchasing Officer or 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 authorised 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 or authorised to be given may be either given to the contractor 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 of abode or business.

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

23. (a) No representation of enhancement of rates once accepted will be considered.

(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 favour 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 or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Samples sent by post, railway or plane should be

so despatched so 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 in the list of samples. Tenderers 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 law or rules of the country of origin supply or 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 invariably furnish the following certificates with their bills for payment :—

"Certified that the Goods on which Sales-tax has been charged have not been exempted under the General Sales-tax Act or the State Sales-tax Act or the Rules made thereunder and the charges on account of Sales-tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder. 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. Final payments will be made only on production by tenderers the tax clearance certificates relating to Agricultural Income tax, Sales-tax and Income tax.

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

32. (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 question or dispute arising under these conditions or 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, them 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 thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference, the assessments 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 arbitrations 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.

33. The tenderer should send along with his tender an agreement executed and signed in Kerala stamp paper of value Rs. 3-purchased in the Kerala State. Stamp paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs. 5 (Rs. 3 being the value of the stamp paper and Rs. 2 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 a period of ten days from the date of issue 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 the above time limit will not be considered.

Superscription.—Tender No.... for.....

Due date and time for receipt of tender.—

Date and time for opening of tender.—

Date upto which the rates are to be firm.—

Price of tender form.—

Price of duplicate copy.—

Address of officer from whom tender forms are to be obtained and to whom tender are to be sent.—

Name of Office :

(Name and designation of Purchasing Officer)

Station and Date :

SCHEDULE OF MATERIALS

Sl. No.	Specifications	Quantity	Unit	Rate		Total		Remarks
				Rs.	P.	Rs.	P.	
1	2	3	4	5		6		7

Whether samples essential :

Period within which goods should be delivered :

Rates should be quoted for delivery

f.o.r.....

at Departmental Stores.....

Other special conditions :

ANNEXURE

Agreement

ARTICLES OF AGREEMENT executed on this the day of one thousand nine hundred and..... 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 execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the Government.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows :—

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..... day^s 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 the 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 their respective signatures.

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

In the presence of witnesses

- 1.
2.

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

In the presence of witnesses :

- 1.
2.