

Tender No: IT&TC/Biometric/01

Date:22/09/09

TENDER DOCUMENT

For

DEVELOPING A WEB-BASED BIO-METRIC AUTHENTICATION SYSTEM

**KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED
(A Government of Kerala Undertaking)**

IT&T Division, Housing Board Building, 6th Floor

Santhi Nagar, Thiruvananthapuram-695001

Ph: 0471-2330613, 2330614,

Fax: 0471-2330904

Email: sidcoitntc2007@gmail.com

Note: Soft copy of documents is available on Kerala SIDCO Ltd Website at www.keralasidco.com for bidder's use. This tender shall be returned in original with printouts wherever the entries of offer have been filled up duly attached with the original page(s) without disturbing the original page format. The changes in the content of the tender Document in any-other form will be considered as non-responsive offer.

SECTION -1

NOTICE INVITING TENDER

Tender No: IT&TC/Biometric/01

1. Kerala small industries Development Corporation Limited (Herein as referred to as SIDCO) invites separate sealed tenders from Original Equipment manufactures or their Distributors/Dealers for implementing web based biometric system (finger print and card based with facility for access control)

2. No Tender form Fee is there, Firms empanelled with SIDCO can only quote for the tender and the tender form can be down loaded from SIDCO website. www.Keralasidco.com

3. An EMD of Rs. 5,000/- (Rupees Five thousand) should be submitted in the form of Demand Draft in favour of Kerala SIDCO Ltd payable at Thiruvananthapuram along with the bids.

4. All the items offered must be standard, branded & proven products and already available in the market. Refurbished products/assembled to meet the specifications of the tender shall not be acceptable.

5. The tender document should be submitted as per formats along with all relevant documents in support of qualifications and experience.

6. Tender Documents shall be available only on the website of Kerala SIDCO Ltd for empanelled members and shall not be available for sales else where.

7. Important Dates & Time of the Tender shall be as below -

Notification in the website	23/09/09		http://www.keralasidco.com
Submission of Tender by Bidder	31/10/09	4 pm	Kerala SIDCO Ltd IT & T Division Housing Board Building, 6 th

Bidder

- 2 -

Sd/
Authorized Signatory (SIDCO)

			Floor Santhi Nagar, Thirivanathapuram-695001
Opening of Sealed Tender	02/11/09	11.30 am	Kerala SIDCO Ltd IT & T Division Housing Board Building,6 th Floor Santhi Nagar, Thirivanathapuram-695001
Opening of Sealed Technical Bid	02/11/09	11.30 am	Kerala SIDCO Ltd IT & T Division Housing Board Building,6 th Floor ,Santhi Nagar, Thirivanathapuram-695001
Opening of Sealed Commercial Bid	02/11/09	12.30 pm	Kerala SIDCO Ltd IT & T Division Housing Board Building,6 th Floor, Santhi Nagar, Thirivanathapuram-695001

7. SIDCO reserves the right to amend or cancel the tender without prior notice at any point of time.

11. Technical bid and Commercial Bid should be submitted in separate sealed covers. and the two sealed cover must be submitted in another sealed outer cover addressed to Asst.General Manager, IT &T Division,Kerala SIDCO Ltd, Housing Board Building, 6 th Floor, Santhi Nagar, Thiruvanathapuram-695001.Ph: 0471-2330613, 2330614 Fax: 0471-2330904, sidcoitntc2007@gmail.com

SECTION - 2 **INSTRUCTIONS TO BIDDERS**

A. INTRODUCTION - DEFINITIONS

A.1. "SIDCO / The Buyer" means Kerala Small Industries Development Corporation Limited.

A.2. "The Bidder / Vendor" means the individual or firm or company who Participates in this tender and submits its bid.

A.3. "The Supplier / Contractor" means the individual or firm taking up the supply / work defined in the Notice Inviting Tender.

A.4. "The Supply Order/Work Order" means the order placed for the supply of systems /equipments and installation and commissioning of works by the Buyer on the Contractor duly signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.

A.5. "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Supply Order /Work Order and as per tender document.

A.6. "The Contract Price" means the price payable to the Contractor under the Supply Order / Works Order for the full and proper performance of its contractual obligations.

A.7. "Non-Responsive Bid" means a bid, which is not submitted in line with the tender requirements - Invitation to Bidders, General Terms and Conditions of the Tender, Special Terms and Conditions of the Tender and other conditions in the tender documents, etc.

B. ELIGIBILITY CRITERIA

B.1 Eligibility for Tender -Firms empanelled and entered in to agreement with Kerala SIDCO Ltd for supply of Computer hardware, accessories and office automation products

B.2 The vendor should be a registered company under the company's Act 1956 under the Registrar of Companies and documental evidence by attaching relevant documents.

B.3. The vendor should have valid sales tax, service tax registration number and PAN.(Copy of the same has to be submitted)

B.4 The vendor should have a profitable track record for the last 3 years

B.5 The vendor must have experience in developing similar web based biometric system and documentary evidence to the effect should be produced.

B.6 Proof of successful execution of similar supplies / works executed as per schedule of at least 30% of the tendered value in the last 2 years, preferably for Government Departments or Public / Cooperative Undertakings within India

B.7 The vendor must have certified relevant quality certification and necessary document to that effect should be attached.

B.8. The bidder shall be OEM / Distributors / dealers / having dealership of the Schedule of Items quoted. In the case of National Distributors, the bidder should attach a valid Proof of Distributorship from OEM for the Schedule of Items quoted.

B.9. The OEM must have service centers / facilities in all districts of Kerala

C. COST OF BIDDING

C.1. The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

C.2 No representation for enhancement or rates once accepted will be considered.

E. AMENDMENTS TO BID DOCUMENTS

E.1. At any time, prior to the date of submission of bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

E.2. The amendments shall be notified and published in the location from where the original tender documents were made available for download as notified in the Tender Notification.

F. PREPARATIONS OF BIDS - DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall be in two parts to be submitted for as per the requirements of the tender. Each part to contain the following:

Sealed Offer in TWO Envelopes marked

Envelope – I: **TECHNICAL BID for “ Development, Supply & Installation of Web based Biometric System “**

Envelope – II: **COMMERCIAL BID for “Development, Supply & Installation of Web based Biometric System “**

The inner and outer envelopes shall be addressed to, The Assistant General Manager , IT & T Division ,Kerala SIDCO Ltd, Housing Board Building,6th Floor, Santhi Nagar, Thiruvananthapuram-695001 India, Phone: 0471 -2330613,2330614 ,2330909 FAX: 0471-2330904, and bear the Project Name & the Tender Number, The inner and outer envelopes shall indicate the name and address of the bidder. If both the outer and the inner envelopes are not sealed and marked as required the Buyer shall not accept such open bids for evaluation. Telegraphic / e-mail /faxquotation will not be considered

G. The Envelope I shall contain:

G.1 A detailed project report including concept of the project, scope, technology, methodology and work plan. etc by conducting a system requirement study.

G.2. Certificate of Incorporation or Registration of the Firm / Partnership.

G.3. Sales Tax Registration/ Service tax registration Certificate.

G.4. Income Tax PAN.

G.5. Proof of successful execution of similar supplies / works executed as per schedule of at least 30% of the tendered value in the last 2 years, preferably for Government Departments or Public / Co-operative Undertakings within India/Kerala.

G.6. Bidder Information Letter in Bidder's Original Letter Head in the **Format listed as Annexure - 1.**

G.7. Bid Form in the **Format listed as Annexure - 2.**

G.8. letter Un-conditional Acceptance of Terms & Conditions of Tender in the **Format listed as Annexure - 3.**

G.9. Detailed Specification/Printed catalogue/Technical manual/ User manual/Service manual for the equipments / services

G.10. Copy of SECTION 1, 2, 3 & 4 of the Tender Document signed by the Authorized Signatory in each and every page with office seal.

G.11. Details of District wise Service Centers full address and contact details

G.12 The tenderer should send along with his tender and agreement executed and signed in Kerala Stamp paper worth Rs. 50/-. A specimen form of agreement is given as Annexure 7 with this tender.

G.13 An EMD of Rs. 5,000/- (Rupees Five thousand only) should be submitted in the form of Demand Draft in favour of Kerala SIDCO Ltd payable at Thiruvananthapuram along with the bids.

G.14 Bidder shall submit a list of clients/locations where similar product/configuration is available

H. The Envelope 2 shall contain:

H.1. Commercial Bid for the Schedule of Items quoted.

H.2. The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. **The rates shall be written in both figures as well as in words.**

I BID PRICES

I.1. The rates must be inclusive of all taxes, levies, charges etc must be shown separately.

I.2. The bidder shall quote for items **on F.O.R to the respective location basis.(through out Kerala)**

I.3. All equipments shall be covered one year on site warranty (free part replacement warranty) + 2 year extended warranty must be quoted separately.

I.4. The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

I.5. The price approved by the Buyer for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance. Break up in various heads like Excise duty, Sales Tax, Insurance, freight and other taxes paid/payable is requested for the information of the Buyer and any changes in these shall have no effect on the price during the scheduled period of delivery.

I.6. All levies and taxes should be clearly quoted. Ambiguous terms such as "Taxes as Applicable" or "As per Actuals" etc shall be considered as incomplete offers and dealt with as non-responsive.

J. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS

J.1. The bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract. Submission shall be as follows:

J.2. Bidder must attach required technical brochures / literatures / data sheets for the product asked in the tender to ensure that compliance to all the specifications given in the tender document for verification. All the brochures/literature/datasheets shall be counter signed and stamped by the vendor or authorized signatory of vendor. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard.

If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder. No clarifications in this regard shall be sought from the bidder.

J.3 Each specifications sought shall be marked or highlighted in the attached brochures / literatures / data sheets. The brochures / literatures / data sheets & shall be superscripted with the Item Name and model number . The supporting documents shall carry all the required specifications and same shall be marked.

J.4 The compliance statement submitted shall be duly supported by technical literature, equipment brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds.

J.5 The product / configuration offered by the bidder must be standard and proven. Bidder shall submit a list of clients/locations where similar product/configuration is available.

K. PERIOD OF VALIDITY OF TENDER (BID)

K.1. The Tender (Bid) shall remain valid for a minimum of 120 days from the date of opening of the technical bid. The bidder shall not be entitled to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of the Buyer.

K.2. If there is any delay in finalization of the tender due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period,

specifying a date by which tender is expected to be finalized. The request and the responses thereto shall be made in writing. The tender process will not be vitiated if any tenderer declines to extend the offer as requested for.

L. FORMATS AND SIGNING OF BID

L.1. The Bids shall be typed or printed and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The person or persons signing the bid shall sign all pages of the bid, except for printed literature. The bids submitted shall be in original and sealed properly as specified. **Any Standard Printed terms and conditions of the bidder other than the Tender conditions shall not be considered.**

L.2 The bid shall contain no interline insertions, erasures or overwriting. Any correction if necessary shall be made by scoring the incorrect figures/words and shall be signed by the person or persons signing the bid.

O. LATE BIDS

O.1. Any bid received by the Buyer after the deadline for submission of bids prescribed by the Buyer pursuant to **the Tender Notification**, shall not be opened and retained with the Buyer. However, the unopened bid can be returned to the bidder on written request.

P. CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS

P.1. The bidder may modify or withdraw his bid after submission provided that the Buyer prior to the deadline receives the written notice of the modification or withdrawal prescribed for submission of bids.

P.2.A withdrawal notice may also be sent by E-mail / Fax but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

P.3.The person signing the bid shall sign with date all changes, alterations & corrections in the bid. No erasure and / or over writings are permissible.

P.4. Subject to **Clause R.1 to R.3.**, no bid shall be modified subsequent to the deadline for submission of bids.

Q. BID OPENING AND EVALUATION - OPENING OF PRE-QUALIFICATION BID & TECHNICAL BIDS:

Q.1. The Buyer shall open Technical Bids on the Tender Opening Time and Date as notified in the Tender Notification in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign the tender opening register. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening.

Q.2. Maximum of two representatives of each eligible bidder competent to clarify technical queries shall attend the opening of the bids.

Q.3. Representative whose bid is not opened cannot attend the tender opening.

R. CLARIFICATIONS / CONFIRMATION OF COMPLIANCE OF BIDS

R.1 To assist in the examination, evaluation and comparison of bids the Buyer may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.

R.2 It may be noted that only the written enquires / clarifications shall be responded by written responses and no verbal / telephonic enquiry shall be entertained during the tender process.

S. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TECHNICAL BIDS:

S.1 The Buyer shall evaluate in detail the Technical Bids (Envelope I) and determine whether the bid complies with all the Qualitative Requirements (QRs) and shall be treated at par for the purpose of financial comparison. In case deviations are necessary on technology up-gradation all the bidders qualifying technically shall be given an opportunity to revise Commercial Bids by way of submitting Supplementary Commercial Bids. Only technically successful bids will be considered for Commercial Bid opening.

T. OPENING OF THE COMMERCIAL BIDS:

T.1 Commercial Bids (Envelope II) of those vendors who qualify technically shall be opened in the presence of the Bidder's representatives who choose to attend. The Opening of the Commercial Bids will be as notified in the Tender Notification.

T.2 The bidder shall issue authority letters to their representatives to attend the opening of Commercial Bids.

T.3 A maximum of two representatives for any bidder shall be authorized and

permitted to attend the bid opening.

T.4 The comparison of evaluation shall be of the total cost of the bid, inclusive of all taxes, levies and charges.

U. CONTACTING THE BUYER

U.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.

U.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of the Tender Notification till the time the contract is awarded.

U.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

V. AWARD OF CONTRACT

V.1 The acceptance of the tender will be intimated to the successful bidder by the Buyer by E-mail, Fax or by Post.

V.2 The Buyer shall be the sole judge in the matter of award of contract and decision of the Buyer shall be final and binding.

W. RIGHT TO ACCEPT OR REJECT THE TENDERS

W.1 The right to accept the tender in full or in part/parts will rest with the Buyer. However, the Buyer does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

W.2 Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non responsive and are liable to be rejected.

W.3 The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract, without assigning any reason whatsoever and without thereby incurring any liability, to the affected bidder or bidders on the grounds for the Buyer's action.

W.4 Pursuant to Clause W.3 the documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. The Buyer also reserves the right at its sole discretion not to award any order under the tender called. The Buyer shall not pay any costs incurred in the preparation and submission of any tender.

W.5 If the bidder gives wrong information in his tender, the Buyer reserves the right to reject such tender at any stage or to cancel the contract, if awarded.

W.6 Tenders that are not accompanied with Earnest Money Deposit (EMD), shall be rejected outright.

W.7 If a bidder have a relation or relations employed with the Buyer in the capacity of an officer, the authority inviting tender shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed with the Buyer has / have tried to influence the tender proceedings then the Buyer at its sole discretion may reject the tender or cancel the contract..

W.8 The requirements indicated in the Tender Notification are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.

W.9 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by the Buyer shall not be considered.

X. ISSUE OF LETTER OF INDENT /SUPPLY ORDER

X.1 The acceptance of the tender will be intimated to the successful bidder by E-mail, Fax or by Post.

X.2 The issue of a Letter of Indent shall constitute the intention of Buyer to enter into the contract with the bidder.

X.3 Acceptance of the Letter of Indent will be deemed as effective from the date of issue of the Letter of Indent. All formalities of submission of the Contract Performance Bank Guarantee in the format attached as **Annexure 4** and signing of the contract shall be completed within 7 days of the Supply Order.

X.4 The Buyer shall be the sole judge in the matter of award of contract and decision of Kerala SIDCO shall be final and binding.

Y. SIGNING OF CONTRACT:

Y.1 The issue of Supply Order shall constitute the award of contract on the bidder. The signing of the Contract shall be completed within 7 days of the acceptance of the Supply Order.

Z. ANNULMENT OF AWARD

Z.1 Failure of the successful bidder to comply with the requirement of Clause Y shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

AA.1. QUALITY ASSURANCE REQUIREMENTS

AA. The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified.

AB. TRANSFER OF TENDER DOCUMENT

AB.1 Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another vendor is not permissible.

AC.CONTRACT MONITORING

AC.1 The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract

AC.2 First such meeting shall be held within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor / supplier by fax /email / post. The date and time of subsequent meetings shall be decided and recorded in previous meetings.

AC.3 The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both SIDCO and the contractor. Project review meetings shall be with reference to milestone and contract performance analysis.

SECTION - 3

GENERAL TERMS & CONDITIONS OF THE CONTRACT

A. Purpose & Scope

Kerala SIDCO

Kerala Small Industries Development Corporation Limited (Kerala SIDCO Ltd) has been set up by the Government of Kerala, with the specific objective of playing a catalytic role in the promotion and development of Small Scale Industries and to hasten the Industrial dispersal in backward and underdeveloped areas of the State and to promote a growth oriented industrial policy.

KERALA SIDCO, a Promotional Agency for Small Scale Industries, set up as a Public Sector Undertaking of Government of Kerala has four decades of service to its credit. This Corporation is rendering assistance to SSI's in the State, like providing infrastructure facilities, distribution of essential raw materials, marketing of the SSI products, undertaking civil and electrical works etc. Moreover, Kerala SIDCO is supplying Bitumen

to local Bodies as nodal agencies and Paraffin Wax to Small Scale Industries.

The major functional divisions under SIDCO are:

1. Information Technology and Telecommunications division
2. Raw Material division
3. Production division
4. Marketing division
5. Construction division
6. Industrial estate division

Kerala SIDCO has offices in all districts of Kerala with satellite offices operating in many of these districts as well. We propose to implement web based biometric system in SIDCO, head office(Thiruvananthapuram),RM Division, Marketing Division(Ernakulam) and Production units in the 1st phase.

The addresses of the locations where the biometric system has to be implemented;

Sl.No	Office address	Ph.No
1	Head Office:- Kerala SIDCO Ltd,6 th floor, Housing Board Buildings, Santhi Nagar, Thiruvananthapuram	0471 2330613
2	Marketing Division:- Kerala SIDCO Ltd, Marketing Division, Kadavanthara, Ernakulam	0484 2203874
3	RM Division :- Kerala SIDCO Ltd, RM Division, Kadavanthara, Ernakulam	0484 2205651
4	Production Units	0471 2490882
	a) Govt. Instrument Workshop, Instrument Section, Pappanamcode, Trivandrum	
	b) Govt. Instrument Workshop, Wood working section, Pappanamcode, Trivandrum	0471 2493763

c) Pressure Die casting Unit, Pappanamcode, Trivandrum	0471 2490443
d) SIDCO Tools, Umayanallor, Kollam	0474 2530598
e) Straw Board Factory, Parumala, Mannar	0479 2312232
f) Wood workshop, Kollakadavu, Mavelikkara	0479 2357922
g) Service workshop, Ollur, Thrissur	0487 2352386
h) Govt. Wood workshop, Puthiyara, Kozhikode	0495 2722273

Bidders may prior to submitting their Bid may visit and examine the locations at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data and other information necessary for preparing their Bid .

The hardware & software supplied against this tender must include all the modules, sub modules and items required for installation, smooth performance and crash recovery of the software such as installation kit, CDs, Software Manuals, hardware sub-systems etc.

B. Compliance

B.1 The unconditional acceptance of all the terms & conditions of the Tender Notification has to be submitted through a letter. The format of the letter is attached at Annexure-3.

B.2 The submission of the tender will imply acceptance of all the tender condition by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.

B.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.

C. Each page of the bid and cuttings/ corrections shall be duly signed with stamp by the bidder.

C.1 The submission of unconditional acceptance as described at 2.1 is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the tender being liable for rejection.

D Language and Currency

D.1 The bidder shall quote the rates in English language and International numerals. The rates shall be in whole numbers. **The rates shall be written in both figures as well as in words. Over writing is not permitted.** In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be **English**. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

E. Standard Conditions.

E.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.

E.2 For the purpose of the tender, the metric system of units shall be used. In the event of any discrepancy, the rates quoted by the bidder in the "basic unit rate" column will be the correct basis and not the amount worked out by them.

E.3 All entries in the tender shall either be typed or be in ink. Erasures shall render such tenders liable to summarily rejection. The bidder shall duly attest all corrections, cancellation and insertions.

E.4 Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.

F. Earnest Money

F.1. Earnest Money Deposit of Rs 5,000/- (Rupees Five thousand Only) in the form of a Demand Draft drawn from a scheduled Bank in favour of M/S Kerala SIDCO Ltd., Thiruvananthapuram, Payable at Thiruvananthapuram.

F.2 Cheques will not be accepted. The Earnest Money Deposit of the unsuccessful tenders will be returned by way of crossed Cheque as soon as possible after the tenderers are decided but that of the successful tenderers will be adjusted towards the Security Deposit that will have to be deposited for the satisfactory performance of the contract. No interest will be paid for the Earnest Money Deposit and Security Deposit.

G. Performance Bank Guarantee.

G.1 The successful bidder shall submit an unqualified Contract Performance Guarantee (in lieu of Contract Performance Security) of the value equivalent to 5% (Five percent) of the total price to SIDCO in the form of an irrevocable and

unconditional bank guarantee of a scheduled commercial bank as per Performa attached as Annexure-4, or in the form of a crossed Demand Draft drawn from A nationalized /Scheduled Commercial Bank in favor of M/s Kerala **SIDCO Limited, Thiruvananthapuram, payable at Thiruvananthapuram.** The guarantee shall be submitted along with the issue of letter of acceptance of his bid, and will be valid till 120 days after the end of the period of guarantee / warrantee.

G.2. The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:

G.3. The Equipments supplied under the contract shall be free from all defects / bugs and upon written notice from SIDCO, the successful bidder shall fully remedy, free of expenses to SIDCO, all such defects / bugs as developed under the normal use of the said equipments within the period of guarantee/Warranty Extended Warranty.

G.4. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

G.5. The bidder as per operation, installation, maintenance manuals and performance guarantee tests supplied by the successful bidder, will do the loading, installation, configuration & commissioning of systems. The successful bidder will be fully responsible for the guaranteed performance of the supplied systems and warranty obligations. In case of any problem after commissioning and during guarantee period the successful bidder will depute his supervisor(s) to SIDCO's site within 48 hours of intimation to remove all defects at contractor's cost.

G.6.A fine of an agreed amount calculated @ 1% of the total value of the faulty equipment per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee can be imposed incase of delay in rectification of the problem in 72 hours. The acceptance of valid reasons for non-compliance to above shall rest with the Buyer and the decision with regard to imposition of the fine shall be final. The fine shall be recovered from the Bank Guarantee.

H. Correspondence

H.1 All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

I. Testing and Inspection

I.1 The testing and inspection of the equipment / components procured shall be carried out as follows.

I.2 The Buyer or his representative shall have the right to conduct pre dispatch inspection of the Hardware, software and Accessories including the software for

their conformity to the specifications. Where the Buyer decides to conduct such tests on the premises of the Original Equipment Manufacturer (OEM) or Supplier of the OEM or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Buyer. The schedule & procedure of testing shall be intimated to the bidder after the placement of the Work order / purchase order. The successfully inspected / accepted items shall be sealed in the presence of the quality Inspectors/concerned official and signed by the quality inspectors/concerned officials accordingly.

I.3 Should any inspected or tested Items fail to conform to the Specifications the Buyer may reject them and the Contractor shall either replace the rejected Items or make all alterations necessary to meet Specification requirements free of cost to the Buyer.

I.4 Notwithstanding the pre-supply tests and inspections prescribed in clause I.2. & 1.3. above, the Items on receipt in the Buyer 's premises will also be tested after receipt and if found defective, or the seal found to be tampered these items shall be replaced free of cost to the Buyer as laid down in clause I.5 below.

I.5 Post receipt / pre-installation testing

This testing / inspection shall be performed at the SIDCO site at the time of delivery of the equipment and the quality inspector/concerned Official shall inspect the goods against any physical damage on delivery. The quality inspector/concerned official shall also check the goods delivered against the models ordered. The quality inspector/concerned Official shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model.

I.6. Post installation Acceptance testing / Inspection

This testing / inspection shall be performed after the completion of installation at site. The component level details during this testing shall be verified and the installation report will be signed only after successful completion of the post installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule. The testing & inspection as per clause I.1 in any way not relieve the Contractor from any Warranty or other obligations under this contract.

If any Item or any part thereof, before it is taken over under clause I.6 is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a

period not exceeding one month of the initial report. The replacements by the Contractor shall be made free of all charges at site. If he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier

J. Extension of Time

J.1 This work is urgent and hence the completion period as per contract shall be adhered to strictly and completed within 15 days of receipt of confirmed order.

K.Compensation for Delay

K.1 Time is the essence of the Contract.

K.2 If the successful bidder fails to complete the supply / work within 15 days from the time fixed under the contract, he shall pay to SIDCO without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ 1/2 % of the total value of the uncompleted portion of the work per week or part thereof subject to a maximum value equal to 5% of the value of the Contract.

L. Force Majeure

L.1 SIDCO may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed their in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

L.2 That within 7 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the SIDCO in writing about the occurrence of Force Majeure Condition (as per Annexure-5 to the tender document) and that the Bidder considers himself entitled to an extension of the time limit.

L.3. That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

L.4. That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.

L.5. That the contractor proves that the delay occurred is not due to his own action or lack of action.

L.6. Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

M. Patents, Successful bidder's Liability & Compliance of Regulations

M.1 Successful bidder shall protect and fully indemnify the SIDCO from any claims for infringement of patents, copyright, trademark, license violation or the like.

M.2 Successful bidder shall also protect and fully indemnify the SIDCO from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.

M.3 Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the SIDCO from any claims/penalties arising out of any infringements and indemnify completely the SIDCO from any claims/penalties arising out of any infringements.

N. Settlement of Disputes

.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 the Corporation or such action taken against him as the Corporation think fit.

The final acceptance of the tenders rests entirely with the Corporation 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 suppliers included in their tenders as may be allotted to them. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenders shall also execute an agreement for the due fulfillment of the contract, within the period specified in the letter of acceptance. The successful tenderer shall have to pay all stamp duty, and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties.

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% of the value of contract as Security for the satisfactory

fulfillment of the contract less the amount of Earnest Money deposited by him along with his tender. If the successful tenderer fails to deposit the security amount and execute the agreement as stated above, the Earnest Money deposited by him will be forfeited to the Corporation and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Corporation on account of the purchase will be recovered from the defaulter, who will, however, not be entitled to any gain accruing thereby.

In case where a success full tenderer after having made partial supplies fails to fulfill the contract in full, and or any of the material not supplied may at the discretion of the Corporation, be purchased by means of another tender / quotation or by negotiation or from the next lowest tenderer who had offered to supply and the loss. If any, caused to the Corporation shall thereby together will such sums as may be fixed by the Corporation towards damage be recovered from the defaulting tenderer.

Even in cases where no alternate purchase 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.

SIDCO reserves the right to negotiate with the successful bidder. Successful bidder may be called for negotiation for improvement of terms and references and scope of work and commercial terms

O.TERMINATION FOR DEFAULT & RISK PURCHASE

O.1 The SIDCO may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

O.2 If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by SIDCO pursuant to Clause J of Section - III.

O.3 If the Contractor fails to perform any other obligation(s) under Contract.

O.4 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as SIDCO may authorize in writing) after receipt of the default notice from SIDCO.

O.5 As a penalty to the Contractor, SIDCO shall en-cash the Contract Performance Bank Guarantee or redeem the Performance Guarantee Amount. The SIDCO in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to SIDCO. The balance unfinished

work of the project will be got done at Contractor's risk and that extra expenditure will be recovered.

P.TERMINATION FOR INSOLVENCY

In case the supplier becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors or in case of receiving any order or orders, for the administration of his estate are made against him, or in case the supplier shall commit any act of insolvency or in case in which under any clause or clauses of this contract the supplier shall have rendered himself liable to damages amounting to the whole of his security deposits, the contractor shall thereupon after notice given by the Corporation to the suppliers by determined and the Corporation may complete contract in such time and manner and by such persons, as the Corporation shall think fit. But such determination of the contract in such time and manner and by such persons, as the Corporation shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy, of the Corporation against the supplier or his sureties in respect of any breach of contract by the supplier.

If any amount is found due from the supplier, it shall be lawful for the Corporation to recover the amount by resorting to the provision of the Revenue Recovery Act, 1968 (Act 15 of 1968). In case the supplier fails to supply and deliver any of the said materials with the time provided for delivery of the same, or in case the supplier commits any breach of any of the covenants, stipulations and agreements herein contained, and/or in his part to be observed and performed, then and in any such case it shall be lawful for the Corporation, (if they shall think fit to do so) to arrange for the purchase of the said materials and things from elsewhere or on behalf of the Corporation by an order in writing put an end to this contract and in case the Corporation shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of his contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages or expenses by reason of such purchase or by reason of his contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages or expenses or other money shall then or any time during the continuance of this contract, be payable by the supplier to the Corporation under and by virtue of this contract, it shall be lawful for the Corporation from and out of any money for the time being payable or owing to the supplier from this corporation under or by virtue of this contract, or otherwise, to pay and reimburse to the corporation 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, payable by the supplier aforesaid.

In the event of either party failing to act in accordance with the provisions of the Agreement, the aggrieved party shall at the first instance try to settle the dispute points mutually and amicably, failing such attempt, the point in dispute shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If, however, the Arbitrator declines to make any decision or award on the point referred to him, then the parties concerned may settle the disputes as per clause below.

In case any difference or dispute arises in connection with the contract all legal proceeding relating to the matter shall be instituted in the court having jurisdiction at Thiruvananthapuram.

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

Q. SET OFF

Q 1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

R. Deviation in Quantity

R..1 SIDCO reserves the right to reduce or increase change tendered quantity indicated.

S. Contradiction

S.1. In case of any contradiction in or between the clauses above, the more stringent of the clauses shall prevail.

SECTION - 4

SPECIAL CONDITIONS OF THE CONTRACT

A. Time Schedule & Delivery

A.1 The work as per the Notice Inviting Tender shall be completed within **(15)** days of placement of Letter of Indent / Work Order / Supply Order, whichever is earlier, from the buyer.

A.2 Time is The Essence of Contract. The time and date of supply and installation of the equipments, as contained in supplier's proposal and as agreed to contractually after modification, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors, which may have any bearing on the time schedule of the contract, and the buyer shall permit no extension in the schedule whatsoever on these accounts.

A.3 Equipments, for the schedules shall be delivered F.O.R. in good condition within 15 days from signing of the Contract.

B. Delay & Non-Conformance

B.1. In case of the above time schedule, including levy of compensation for late delivery of systems as contained in Clause K of Section-III of the tender document not being adhered to, SIDCO has the right to cancel the order wholly or in part thereof without any liability to cancellation charges and procure the goods elsewhere in which case the successful bidder shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful bidder.

C. Payment Terms

C.1 No mobilization advance shall be paid.

C.2 All payments will be on back to back basis

C.3 The 95 % of the payments shall be released to the Contractor on submission of documents as below and after successful installation & operation of the biometric system

1 Bills (Invoices) in Triplicate in Form No. 8/ 8A

2 Acceptance certificate duly certified by the buyer or end user at the site of delivery.

3. Receipt from the Consignee for completion of delivery in good condition, in cases where equipments or services are delivered directly at the work site.

Balance 5 % of payment will be released only 3 months after successful installation & operation.

C.4 All payments to the supplier will be made by the Corporation in due course by Cheques. Payments will be made only after the supplies are actually verified and taken to stock by the customer. Payment to the supplier will be made only on collecting the sales proceeds and after deducting the service charges due to SIDCO. No interest will be paid to the supplier due to the belated payment from the customer department.

C.5 The tenderers will invariably furnish the following Certificate with their bills for payment. "Certified that the goods on which VAT has been charged have not been exempted under the Central Sales Tax Act or State VAT Rules or the Rules made there under and the charges on account of Sales Tax / VAT Act on these goods are correct under the provisions of the relevant Act or the Rules made there under. Certified further that we (or Our Branch or Agent), (Address) are registered as dealers in the state of Kerala under KGST / VAT registration No. for the purpose of Sale Tax / Vat Tax.

D. Guarantee / Warranty

D.1 All equipments, including hardware, software, shall be guaranteed against all defects/bugs and for a satisfactory performance, as per all the listed features, for a period of one year + 2 year extended warranty .

D.2.The bidder shall attend to and repair or replace the defect/bugs/nonperformance of the equipments / services detected or reported to the bidder by the buyer during the period of warranty free of any additional cost to the buyer.

E. Substitution & Wrong Supplies

E.1. Unauthorized/Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the Contractor at his cost and risk, and payment for

E.2. Supply of Unauthorized or Pirated or Sub-Standard or Old equipments detected at any date during or after warranty shall be notified to the Contractor in writing. Such equipments shall be replaced forthwith by the Contractor at his own cost. Any penalty or litigations arising out of such supplies shall be the responsibility of contractor and any consequential damages shall be fully compensated by the Contractor.

E.3 The supplier shall not assign or make over the contract or the benefits or burdens thereof to any other person/persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Corporation who shall have absolute powers to refuse at any time such consents or to rescind such consent if given at any time, if the Corporation is not satisfied with the

manner in which the contract is being executed any no allowance or compensation shall be made to the supplier upon such rescission. Provided always that if such consent be given at any time, the supplier shall not be relieved from any obligation, duty or responsibility under the contract.

F. Despatch of Documents

F.1. Copy of the Delivery Challan, bill, along with customer acceptance certificate

F.2. Installation / Commissioning Report.

F.3. Duly certified Work Completion Report .

G. Up gradation

G.1. The successful bidder shall guarantee the long-term availability of upgraded versions of hardware / software to the buyer for the full life of the equipment.

G.2. Software Updates, Service Packs & Patches.

G.3. The Software Operating Systems shall be updated at the time of installation with all the released patches and service packs.

G.4. The above shall be applicable during the guaranty / warranty period free of any additional cost.

H. Obsolescence

H.1. The bidder shall guarantee that the equipments quoted and supplied shall not be obsolete or proclaimed as 'End of Sale' by the Original Equipment Manufacturer **during the warranty period.**

H.2. The bidder shall guarantee that the equipments quoted and supplied shall not be obsolete or proclaimed as 'End of Life' by the Original Equipment Manufacturer for **at least 24 months** from the date supply.

H.3. The bidder shall guarantee that the equipments shall be supported with necessary spares for **at least 36 months** from the date of supply.

I. Technical Manual

I.1 The bidder shall supply complete set of technical/ operations and maintenance manuals as applicable along with the delivery. The cost of such manuals supplied will be included in the cost of the system.

J. Change of Model

J.1 No change of model after the placement of order shall be entertained unless the alternate model offered are equivalent or higher in specifications and approval of the competent authority has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and SIDCO shall not be

responsible for any delay in delivery schedule or any events arising out of such acts by supplier on this account.

K. Training

K.1. Adequate Training shall be provided at Site/User premises for the routine operation and management of equipments supplied by the bidder, within 30 days of commissioning of the equipment.

K.2. Cost of Training shall be included in the cost quoted by the bidder for the equipments.

K.3. The Contractor shall assume the following responsibilities in conduct of the Training.

K.4. Training Material: The Contractor shall be fully responsible to provide Training Material to the Trainees, if possible prior to the commencement of the Training.

K.5. Accommodation for Trainees: The Contractor shall arrange for accommodation and travel to the trainees, in case training is arranged outside the Site of Delivery.

L. INTELLECTUAL PROPERTY RIGHTS

L.1 SIDCO recognizes the intellectual property rights of the Original Equipment Manufacturer.

M. Project Schedule & Monitoring

M.1 The vendor shall plan various activities and submit the execution schedule within one week of award of the work. The execution schedule should clearly indicate all activities and the time required for completion of each activity taking the total project time as 15 days. Delivery of all items shall be made within 15 days of award of order, failing which penalty clause will be invoked as per clause k.2 of section III.

13.2 The project shall be closely monitored with respect to this schedule. The physical progress of the work shall be monitored from time to time and reviewed in the Weekly Progress Review Meetings to be held as agreed between both the parties.

ANNEXURE - 1
Bidder Information Letter
(To be submitted in Letter Head)

To
Asst.General Manager,
IT &T Division,Kerala SIDCO Ltd,
Housing Board Building, 6 th Floor,
Santhi Nagar, Thiruvananthapuram-695001

Sir,

Sub:- Development, Supply & Installation of Web based Biometric System

Ref. Tender No.....

With reference to the tender No.....I/we have downloaded tender document from the website www.keralasidco.com for the **Development, Supply & Installation of Web based Biometric System**

I/We furnish the following details for your information.

My / our address for communication (with Telephone/ FAX nos.)

My/our address on which PO to be placed (with Telephone/ FAX nos.)

I/we have enclosed the EMD by way of DD No. dated drawn in favour of Kerala SIDCO Ltd payable at Thiruvananthapuram as per the Tender Notification and also I/we have enclosed the rates as per Commercial Bid.

Signature of bidder
(seal)

**ANNEXURE - 2
BID FORM**

To
Asst.General Manager,
IT &T Division,Kerala SIDCO Ltd,
Housing Board Building, 6 th Floor,
Santhi Nagar, Thiruvananthapuram-695001

Sir,

Sub: Development, Supply & Installation of Web based Biometric System

Ref. Tender No.....

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I / we, undersigned, offer to supply and develop all hardware & software and execute all works in conformity with tender specifications referred above and also to the said terms conditions of contract for the sum shown in the commercial bid(s) attached herewith and made part of this bid.
2. I / We undertake, if our Bid is accepted, to complete delivery and installation of all items specified in the contract **within 15 days** calculated from the date of issue of your purchase order.
3. I / We agree to abide by this Bid for a **period of 120 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. I / We affirm that I / We have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by me/us.

Dated thisday of..... 2009

Bidder

- 29 -

**Sd/-
Authorized Signatory (SIDCO)**

Signature of

In capacity of Duly authorised to sign the bid for and on behalf of -----

Witness 1. -----

Signature

Witness 2. -----

Signature

ANNEXURE-3
TENDER CONDITIONS ACCEPTANCE LETTER

To

Asst.General Manager,
IT &T Division,Kerala SIDCO Ltd,
Housing Board Building, 6 th Floor,
Santhi Nagar, Thiruvananthapuram-695001

Sir,

Sub: Acceptance of Terms & Conditions of Tender

Ref. Tender No.....

**Name of Work: - Development, Supply & Installation of Web based
Biometric System**

1. The tender document for the works mentioned above have been obtained by me from the URL: www.keralasidco.com, the official site of Kerala Small Industries Development Corporation Limited and I / we hereby certify that I / we have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.

2. I / we hereby unconditionally accept the tender conditions of SIDCO's tender document in its entirety for the above works. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in envelopes "Technical Bid" & "Commercial Bid" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening the envelopes, I / we agree that the tender shall be rejected

Yours Faithfully,
(Signature of the Bidder)

Date: _____

with rubber stamp

ANNEXURE - 4

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref : **Tender No.** Bank Guarantee No : _____

Date : _____

To

Asst.General Manager,

IT &T Division,Kerala SIDCO Ltd,

Housing Board Building, 6th Floor,

Santhi Nagar, Thiruvananthapuram-695001

Sir,

In consideration of the Kerala Small Industries Development Corporation Limited (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract. Bearing No. _____ dated _____ valued at _____ for _____ and the contractor having (scope of contract)agreed to provide a Contract Performance of the entire Contract equivalent to _____ (5 per cent) of the said value of the Contract to the Owner.

We at _____ (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of _____ as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the

Bidder

- 32 -

Sd/-
Authorized Signatory (SIDCO)

exercise of any powers vested in them or of any right which they might have against the Contractor,. And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner.

The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

The performance guarantee shall also govern the following guarantees

a. The Hardware / Software supplied under the contract by the Contractor shall be free from all defects / bugs and upon written notice from SIDCO, the Contractor shall fully remedy, free of expenses to SIDCO, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.

b. The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause of tender Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ on whose behalf this guarantee has been given.

WITNESS

Dated this _____ day of _____ 2009 at _____

Signature _____ Signature _____

Name _____ (Bank's Rubber Stamp)

Official address _____ Name _____

Designation with Bank Stamp

Attorney as per Power of

Attorney No. _____

Date _____

Bidder

- 33 -

**Sd/-
Authorized Signatory (SIDCO)**

ANNEXURE - 5
FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

To
Asst.General Manager,
IT &T Division,Kerala SIDCO Ltd,
Housing Board Building, 6th Floor,
Santhi Nagar, Thiruvananthapuram-695001

Name of Work: - Development, Supply & Installation of Web based Biometric System

Tender No:
Subject: Intimation regarding Force Majeure Case
Sir,

Pursuant to Clause No.11 - FORCE MAJEURE, it is for your kind information that a case of force Majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed. It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,
(Project Leader)/Contractor
Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (..... sheets)

ANNEXURE - 6
LETTER OF AUTHORISATION FOR ATTENDING TECHNICAL /
COMMERCIAL BID

OPENING

(to be submitted in Original Letter Head of Bidder)

To

Asst.General Manager,
IT &T Division, Kerala SIDCO Ltd,
Housing Board Building, 6th Floor,
Santhi Nagar, Thiruvananthapuram-695001

Name of Work: - Development, Supply & Installation of Web based Biometric System "

Tender No:

ScheduleNo. :

Subject : Authorization for attending bid opening on -----(date)
in the Tender of-----

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of -----

(Bidder) in order of preference given below.

Order of preference Name Specimen Signature

1.

2.

Alternate

Representative

Signature of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

Note:

1. Maximum two representatives will be permitted to attend the opening. In case where it is restricted to one first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.

ANNEXURE - 7

AGREEMENT

ARTICLES of agreement executed on this the day of between the Kerala State Small Industries Development Corporation Ltd. (hereinafter referred to as "the corporation") on the one part represented by and(Name and Address of the tenderer) (hereinafter referred to as " the bounden") on the other part, represented by its present

WHEREAS in response to the Notice / Advertisement No.dated the bounden has submitted to the Corporation tender for the supply of items specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the Corporation a sum of Rs. /- (Rupees only) as Earnest Money for execution of an agreement, undertaking the due fulfillment of the contract in case his tender is accepted by the Corporation.

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

1. In case the tender submitted by the bounden is accepted by the Corporation and the contract for the supply of materials specified, in the tender awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with the Corporation incorporating all the terms and conditions under which the Corporation accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Corporation shall have the authority to recover from the bounder any loss or damage caused to the Corporation by such breach as may be determined by the Corporation 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.
3. The Purchase Order issued by SIDCO will also form a part of this agreement.
4. All sums found due to the Corporation under or by virtue of this agreement shall be recoverable from the bounden.

In witness of and on behalf of the Corporation
and for and on behalf of the bounder have here under set
their hand the day and the year shown against their respective signature.

Signed by

.....
.....

In the presence of witness:

- 1.
- 2.

Signed by

Sri.

In the presence of witnesses:

- 1.
- 2.