

**Tender No:**

**Cost of tender form: Rs. 500.00**

**GOVERNMENT OF KERALA  
DEPARTMENT OF FISHERIES  
STATE FISHERIES RESOURCE MANAGEMENT SOCIETY (FIRMA)**

**INDIA INTERNATIONAL AQUASHOW 2016**

**MARINE DRIVE, KOCHI**

**2016 JANUARY 23-27**

**TENDER**

**FOR GROUND LEVELLING**

*Name of tenderer:*

*Address:*

*Signature of tenderer:*

**Last date and time for the receipt of tender: 3 pm on 12-01-2016**



**State Fisheries Resource Management Society (FIRMA)**

TC 15/1746,"Reshmi", Forest lane, Vazhuthakkad, Thycaud.P.O, Thiruvananthapuram  
695014

Email: [firmatvm@gmail.com](mailto:firmatvm@gmail.com)

Phone: 0471-2335667

**INDIA INTERNATIONAL AQUASHOW 2016**

**MARINE DRIVE, KOCHI**

**2016 JANUARY 23-27**

**FORM OF TENDER**

Name of office: State Fisheries Resource Management Society (FIRMA)

Name of work: **GROUND LEVELLING** in connection with India International Aquashow 2016

.....

Date of issue:

Name and address of tenderer:

Registration No. and authority:

Validity period of registration:

I/ we hereby tender to undertake the above mentioned work as per the annexed conditions of contract, at the rate quoted. The work will be commenced within the stipulated time and will be completed within the time frame indicated herein.

Signature of tenderer:

Date:

:

**GOVERNMENT OF KERALA**  
**DEPARTMENT OF FISHERIES**

**STATE FISHERIES RESOURCE MANAGEMENT SOCIETY (FIRMA)**

TC 15/1746,"Reshmi", Forest lane, Vazhuthakkad, Thycaud.P.O, Thiruvananthapuram  
695014

Email: [firmatvm@gmail.com](mailto:firmatvm@gmail.com)

Phone: 0471-2335667

No. FIRMA/ AQUASHOW 16/290/15

Dated: 06-12-

2015

**TENDER FOR GROUND LEVELLING**

**1. Introduction**

Department of Fisheries, Kerala is organising India International Aqua Show 2016 (IIAS-2016) an event for the promotion of ornamental fisheries in Kerala. The show is scheduled to be held from 23 to 27 January 2016 in the Marine Drive Ground, Kochi, Kerala. State Fisheries Resource Management Society (FIRMA) is the nodal agency for the conduct of the show.

The date and venue of the exhibition may change and the contractor will be intimated of the changes, if any, in due course.

**2. Scope of work**

Competitive sealed tenders are invited from eligible agencies/ firms/contractors/ persons who have prior experience in the field for the ground levelling work in connection with India International Aqua show 2016. The work involves levelling of ground before and after the show.

The Event Manager appointed for the purpose will provide assistance for technical clarifications, if any required.

**3. Eligibility criteria for bidders**

The agencies/ firms/contractors/ persons who desire to participate in the tender process should have executed similar works for at least one exhibitions/ trade shows in the past. The size of each show shall not be less than 20000 square foot of the bare space. The contractor is expected to submit certificate to the above effect along with the tender.

**4. Schedule of tender:**

#### **4.1. Sale of bid document:**

4.1.1. The tender shall be in prescribed form.

4.1.2. A complete set of tender documents can be purchased on submission of written application to the Executive Director, State Fisheries Resource Management Society (FIRMA), TC 15/1746,"Reshmi", Forest lane, Vazhuthakkad, Thycaud.P.O, Thiruvananthapuram 695014 or from the office of the Project Co-ordinator, State Fisheries Resource Management Society (FIRMA), Regional Office, Fisheries Complex, Dr. Salim Ali Road, Kochi, 682018, upon payment of a non-refundable fee of Rs 500.00 in cash or through demand draft from a nationalized bank drawn in favour of "The Executive Director, State Fisheries Resource Management Society (FIRMA)" payable at Thiruvananthapuram. Tender document will be sold on all working days from 10.00 a.m. on 06-12-2015 to 1 p.m. on 12-01-2016. The tender document is non-transferable. Alternatively a tenderer may download the tender document from *www.kerala.gov.in.prd.tender* or *www.fisheries.kerala.gov.in* . In that case the tenderer should remit the cost of the tender form by demand draft drawn on a nationalised bank and should submit the tender along with the cost as indicated above.

#### **4.2. Submission of bids**

Sealed offers prepared in accordance with the procedures should be submitted to the **"The Executive Director, State Fisheries Resource Management Society (FIRMA), Regional Office, Fisheries Complex, Dr. Salim Ali Road, Kochi, 682018"** on or before 3.00 P.M on 12-01-2016. Late tenders will not be accepted, under any conditions. FIRMA will not be held responsible for postal delays.

#### **4.3. Opening of tender**

The tenders will be opened on 12-01-2016 at 4.00 P.M. in the presence of those tenderers or their representatives who are present at that time.

#### **4.4. Advice to the bidders**

Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the tender document with full understanding to its implications. In order to obtain first-hand information on the proposed assignment and the layout of

the facilities the tenderer is advised to visit the venue in advance and go through the conditions of the tender notice, ground layout, stall layout etc. attached with this notice.

## **5. Earnest Money Deposit (EMD)**

5.1. All bidders (except those indicated in para 5.2. below) are required to deposit EARNEST MONEY DEPOSIT @ 2.50% of the amount quoted. The offer received without required earnest money shall be rejected without further reference. Earnest money deposit must be in the form of a crossed demand draft drawn on any nationalized bank in favour of the Executive Director, State Fisheries Resource Management Society (FIRMA), payable at Thiruvananthapuram. No interest shall be payable by FIRMA on the Earnest Money deposited by bidder.

5.2. Those exempted from payment of EMD by Government of Kerala are permitted to submit the tender without EMD. However they are advised to submit relevant Government orders exempting them from payment of EMD.

## **6. Period of validity of offer**

The offer should remain valid for 180 days from the date of opening of the tender or till the completion of work whichever is later. If the validity of the offer is extended, the validity of EMD will also have to be extended. An offer valid for a shorter period may be rejected as non-responsive.

## **7. Language of the bid proposal**

The Language of the bid proposal prepared by the bidder shall be English and all further correspondence and documents related to the bid proposal shall be in English.

## **8. Pre bid submission conference**

A pre bid submission conference will be organized by FIRMA on 28-12-2015 at 3 pm for the prospective bidders in the office of FIRMA at Ernakulam whose address is mentioned elsewhere above. The bidders desirous of attending the conference shall intimate names of their representatives in advance by 1 pm on 28-12-2015. Not more than two representatives of a bidder will be allowed to attend the conference.

## **9. Amendment of tender document**

The amendments, if any, in any of the terms and conditions of this tender document will be notified in writing or by post or by fax or by e-mail to all prospective bidders who have purchased the tender documents and will be binding on them. Any change made

in the offer document shall also be published in the website and the document condition shall be treated as modified to that extent.

#### **10. Procedure for submission of bid**

10.1. The tenders should be submitted in sealed covers super scribing "AQUA SHOW: TENDER FOR GROUND LEVELLING"

10.2. The tender should be submitted under one cover system (sealed). It should be submitted to the "**The Executive Director, State Fisheries Resource Management Society (FIRMA), Regional Office, Fisheries Complex, Dr. Salim Ali Road, Kochi, 682018**" so as to reach him on or before 3 pm on 12-01-2016.

10.3. The tenders shall be submitted by hand or by post. The bidder should sign all pages of the tender document. Only authorized person should sign the tender. His name, designation and address should be given in capital letters.

10.4. In the event of bid being submitted by a firm, it must be signed separately by each partners thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a company/partnership firm, the tenders should be executed in the manner laid down in the said agency's Articles of Association. The signatures on the tender shall be deemed to be authorized signatures.

10.5. All the columns of the tender document shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rate quoted shall be both in figures and in words.

10.6. Any omission in filling the columns of "units" and "rate" shall debar a tender from being considered.

10.7. No tender will be considered unless and until all the documents are properly signed. Corrections, if any, must also be signed by the tenderer.

10.8. The tender will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of the exhibition management committee/ finance committee constituted by the Government for the conduct of the AQUA SHOW 2016 Executive Director, FIRMA.

#### **11. Late bid**

Late tenders will not be accepted under any conditions. The envelope containing the tender should indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

### **12. Withdrawal of bid proposal**

No bid proposal or any part of it will be permitted to be withdrawn subsequent to the deadline for the submission of the bids.

### **13. Contents of the bid**

The tender should contain the original tender document duly signed, details regarding the bidder, technical qualifications, experience, cost of application form in the form of demand draft (if tender form is downloaded from government web sites) and earnest money deposit in the form of demand draft. The bid must also contain documents/ certificates in proof of experience, registration, claims/exemptions etc. The price bid (in the format provided in annexure 2 of this tender notice) must contain offer (amount) for the works/ services for which the tender has been called for and an undertaking of rate (annexure 3 of this tender notice). The amount quoted should include all applicable taxes including service tax, VAT etc., levies, duties, fees, statutory payments etc. to be paid, if any. The bid should also contain the duly signed agreement (in stamp paper worth Rs. 200/--(in the format provided in annexure 4 of this tender notice).

### **14. Evaluation of bids:**

14.1. Tenders shall be opened by the Executive Director, FIRMA on the day and the time indicated above in the presence of those bidders or their representatives who are present at that time at their own cost. The bidders' representatives who are present shall sign a register evidencing their attendance.

14.2. The Executive Director, FIRMA/ finance committee constituted by the Government for AQUA SHOW 2016/ a technical committee consisting of members as decided by the Director of Fisheries will evaluate the bids of all the tenders and take appropriate decisions.

14.3. The committee will evaluate the tenders and take decisions regarding acceptance/ rejection of tenders. The decisions of the committee regarding acceptance/ rejection of tenders will be final.

14.4. There is no binding on finance committee/ FIRMA to accept the lowest tender. It may

i) Reject any or all bids with/without assigning any reason. ii) Accept/prefer any bid or bidder without assigning any reason and also reduce or extend the period of contract without assigning any reason.

#### **15. Criteria for disqualification**

The finance committee/ evaluation committee/ FIRMA may adopt such criteria for disqualification of a bidder as finance committee/ evaluation committee/ FIRMA may consider appropriate. Such criteria may include, without limitation, the following:

- i. Tenders submitted by contractors who do not satisfy the eligibility criteria;
- ii. Failure by bidder(s) to provide all of the information required in the bid proposal or any additional information as required by FIRMA including any supporting documents;
- iii. Non receipt of bid proposal on or before the last date and time specified in this document;
- iv. Misrepresentations in the bid proposal or any supporting documents;
- v). Non-payment of required cost of application form;
- vi. Non-payment of required earnest money deposit;
- vii. Not accompanied by the agreement in stamp paper worth Rs. 200/- (format of the agreement provided along with the tender form);
- viii. Incomplete or conditional bids that do not fulfil all or any of the conditions specified in this tender document and bids not quoted as per the tender document;
- ix. Use of unfair means;
- x. Bids found in unsealed cover, unsigned bids; bids signed by unauthorized person and unsigned corrections in the bids;
- xi. The bid containing erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.

#### **16. Acceptance of the bid**

There is no binding on finance committee/ the evaluation committee/ FIRMA to accept the lowest tender. It may i) Reject any or all bids without assigning any reason. ii)



Accept/prefer any bid or bidder without assigning any reason and also reduce or extend the period of contract without assigning any reason.

#### **17. Cross checking**

The finance committee/ evaluation committee/ FIRMA reserves the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.

#### **18. Cost involved in tendering**

The bidder shall bear all costs associated with the preparation and submission of the bid, including the cost of presentation for the purposes of clarification of the bid, if so desired by the finance committee/ evaluation committee/ FIRMA. The finance committee/ evaluation committee/ FIRMA will in no case be responsible or liable for those costs.

#### **19. Earnest money refund**

19.1. The demand draft for the earnest money of the bidder(s), who fail(s) to qualify for the bid, will be returned back by FIRMA to the bidders or his/ their authorized representative against a proper receipt or will be sent by registered post at the mailing address of the bidder as specified in the bid within one month.

19.2. The demand draft for the earnest money of the bidder(s), who qualify /qualifies for the bid, but do not get the order for the work will be returned back by FIRMA to the tenderer or authorized representatives of the bidder against a proper receipt or will be sent by registered post at the mailing address of the bidder as specified in the bid within one month after the release of work order to the successful bidder.

#### **20. Right to accept or reject any or all bids**

The finance committee/ evaluation committee/ FIRMA reserves the right to accept any bid, in full or in part and to annul the tender process and to reject all or any bids in full or in part at any time without assigning any reason without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

#### **21. Release of work order**

After acceptance of a bid proposal, the finance committee / FIRMA will release the formal work order in favour of the successful bidder. The contractor is expected to level

the ground before the beginning of the construction of stalls/ domes/ setting up of aquaria etc. Further, after the show and after the dismantling of various structures the contractor is expected to level the ground before handing it over to GCDA.

## **22. Security deposit**

The successful tenderer shall, 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 as earnest money deposit. At least 50% of the of this deposit shall be in the form of treasury fixed deposit in the name of the Executive Director, FIRMA/ endorsed in favour of the EXECUTIVE DIRECTOR, FIRMA. The balance amount of security may be provided as crossed Demand Draft in favour of the EXECUTIVE DIRECTOR, FIRMA or deposited in the manner prescribed by FIRMA in Government Treasury Savings Bank and the Pass Book pledged to the EXECUTIVE DIRECTOR, FIRMA or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the EXECUTIVE DIRECTOR, FIRMA. Letters of guarantee in the prescribed form for the amount of security from a Nationalized Bank will also be considered enough at the discretion of FIRMA, for the balance 50% amount (*ie.*, the total security amount minus the amount provided as treasury fixed deposit) . 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 FIRMA and contract arranged elsewhere at the defaulter's risk and any loss incurred by FIRMA 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. The security deposit shall, subject to the conditions specified there in, be returned to the contractor one month from the date of completion of the work to the satisfaction of the finance committee/ FIRMA. In the event of any dispute arising between the finance committee/ FIRMA and the contractor, FIRMA shall be entitled to retain the security deposit or the balance there of until such dispute is settled and/ or deduct amount of damage, charges, cost and/ or expenses as may be claimed from the security deposit.

## **23. Execution of agreement**

The successful tenderer shall execute an agreement for the due fulfilment of the contract/ work within the specified period. The contractor shall have to pay all stamp duty, lawyer's fee and other expenses incidental to the execution of the agreement.

#### **24. Completion period**

24.1. The contractor is expected to level the ground before the beginning of the construction of stalls/ domes/ setting up of aquaria etc. Further, after the dismantling of various structures the contractor is expected to level the ground before handing it over to GCDA.

24.2. On failure to start the work within the stipulated time/ failure in satisfactory progress in work FIRMA can award the work as per the existing terms and conditions. The said processes will be at the risk and cost of the tenderer. The excess cost thus incurred will be recovered from the bidder from his pending bills or earnest money/ security deposit or through other means as it deems fit or through court of law. The finance committee / FIRMA can take appropriate decision in this regard

24.3. The unexcused delay in the performance of work by the tenderer in the prescribed period may render him liable to pay any or all of the following

- i. Forfeiture of earnest money deposit and/ or security deposit.
- ii. Imposition of liquidated damage and termination of the contract as default.
- iii. Additional penalty as may be decided by the finance committee/ FIRMA

In addition to the above, the bidder may be black listed and debarred from participating in any tender by Kerala Government.

#### **25. Dismantling the structures**

After the show and after the dismantling of various structures the contractor is expected to level the ground before handing over it to GCDA.

#### **26. Inspection**

Officials of the Department of Fisheries/ finance committee/ FIRMA or its representatives/ the event managers appointed for the purpose has the power to inspect and verify the work during / after the completion of work. The contractor is bound to modify the work as per the direction of the committee.

#### **27. Payment schedule**

27.1. No payment shall be effected in advance for any work made under this order.

27.2. Part payments will be made based on the periodic assessments of the progress of the work.

### **28. Changes in company structure**

The membership/ board structure of the bidder, if changed, after selection of the bidder, the bidder shall accordingly inform FIRMA of such changes immediately whatever be the changes effected. However in the changed form/in new structure, the bidder/ firm will be responsible for fulfilling all terms and conditions of the tender.

### **29. Compliance with laws, permits**

The successful bidder shall comply with all local, state and federal rules, regulations, ordinances, codes, and laws relating to the work at their own cost or the conduct thereof and shall secure and pay for any permits and licenses necessary for the execution of the work and bidder shall be responsible for the same. He may also take insurance coverage for the work and for the personnel.

### **30. Forfeiture of earnest money/ security deposit**

30.1. If the successful tenderer fails to deposit the security and/ or execute the agreement the earnest money deposited by him will be forfeited.

30.2. If the bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the earnest money deposited / security deposit by the bidder will be forfeited.

30.3. If the bidder fails to comply with any of the terms, conditions or requirement of order and specifications as indicated at the tender document, the earnest money deposited/ security deposit by the bidder will be forfeited.

### **31. Cancellation of order**

In the event of the bidder failing to fulfil the work duly and properly or committing breach of any of the terms and conditions of this tender/work order, or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person, FIRMA shall be entitled to cancel the order forthwith and to blacklist the bidder and has the right to claim back all or part of the money already paid to the bidder.

### **32. Consequences of cancellation of order**

The finance committee/ FIRMA shall have the right to do the following/ impose penalties as given below.

- i. Forfeiture of earnest money deposited and/ or security deposit and/or
- ii. Imposition of liquidated damages and/or
- iii. Black listing of the bidder and/or
- iv. All the above or any other penalties which FIRMA may deem fit to impose

### **33. Arbitration**

If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this contract or the meaning or operation of any part thereof or the rights, duties or liabilities on either party than save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to the Secretary/ Principal Secretary/ Additional Chief Secretary to Government, Fisheries Department or any other officer/official appointed by him and his decision shall be final and binding. And where the matter involves a claim of the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred. All disputes will be settled within the jurisdiction of the state of Kerala.

### **34. Communication with the contractor**

Every notice hereby required or authorized 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 address mentioned in the contract or 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.

### **35. Special conditions**

Special conditions, if any, of the tenderer attached with the tender will not be applicable to the contract, unless they are expressly accepted in writing by the finance committee/ under signed.

**36. Additional information/clarification**

The finance committee/ evaluation committee/ FIRMA reserve the right to ask for any additional information and clarification, as it may deem necessary to evaluate the bid proposal. Bidders who fail to submit additional information or clarification as sought by the finance committee/ evaluation committee/ FIRMA within the time period will be evaluated based on the information furnished along with the bid proposal and appropriate decision will be taken.

The bidder is expected to visit the sites and evaluate the work to be carried out and examine all the instructions, forms, terms, conditions and specifications in the document. Further, to furnish all the information required for submission of a bid in every respect will be at bidder's risk. In the event of tender being accepted the bid will be converted into contract which will be governed by the conditions specified.

**37. Others**

The work should be done without causing difficulties to local people/ general public and to vehicular movements in the area.

**38. If not specifically mentioned, all conditions applicable to government tenders will be applicable to this tender, too.**

Read and accepted

Signature on behalf of

M/s-----

## **1. GROUND LAYOUT, STALL LAYOUT ETC.**

(Provided separately)

## **2. DETAILS OF WORK TO BE DONE**

The contractor is expected to level the ground before the beginning of the construction of stalls/ domes/ setting up of aquaria etc.

After the show and after the dismantling of various structures the contractor is expected to level the ground before handing it over to GCDA.

He is expected to bring good quality earth/ gravel from outside for the purpose

### **Annexure I**

**(To be enclosed with bid)**

### **BIDDERS PARTICULARS**

**BIDDERS SHOULD FURNISH ANSWERS TO ALL THE QUESTIONS BELOW**

**BIDDERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE ENTRY WILL BE LIABLE TO BE IGNORED**

1. Name of the bidder
2. Permanent income tax A/C No.
3. PAN:
4. TIN:
5. Sales tax registration No.
6. Name & full address of the banker
7. Business name and constitution of the firm
8. Is the firm registered under:-

(a) The Indian Companies Act, 1956 (b) The India Partnership Act, 1932 (Please also give name of partners) (c) Any other act/ If not who are the owners? (Please give full names and address)

9. State whether required equipment and related accessories held in stock sufficient for the execution of the job.

10. We, M/s ..... , have enclosed EMD for Rs. .... /- (Rupees ..... only) in the form of crossed demand draft drawn in favour of the Executive Director, State Fisheries Resource Management Society (FIRMA) vide draft No. .... dated: ..... drawn on ..... (any nationalized) payable at Thiruvananthapuram.

11. For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further:-

- (a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner, who has signed the offer,
- (b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner(s) who signed the bid/offer to refer dispute concerning business of the partnership to arbitration.
- (c) If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

Signature of bidder

Signature of witness:  
Full name & address of  
witness in block letters

(1) Full name and address of the persons  
Signing (in block letters)



(2) Whether signing as proprietor/partner/ constituted attorney/duly authorized by the Company.

Place:

Date:

(seal)

**Annexure II**  
**PRICE BID**  
**(To be enclosed with bid)**

I/We agree to undertake to execute the work of

.....

.....

Here we quote the following rate

Total amount:

Rs.....

(Rupees.....)

I/We agree to undertake the work at the rate quoted above

Signature of the tenderer

Name & Address:

Place:

Date:

(Seal)

**Annexure III**

**(To be enclosed with bid)**

**UNDERTAKING OF RATES**

To

State Fisheries Resource Management Society (FIRMA)  
TC 15/1746,"Reshmi",  
Forest lane,  
Vazhuthakkad,  
Thycaud.P.O,  
Thiruvananthapuram 695014

We M/s

do hereby confirm that:

The rates quoted against this offer are lowest possible and as on date we have not quoted less rates to any other customer than the rates quoted herein. In case, we quote less rates than this offer to any other customer within 1 month of the due date of this offer, then double of the difference in amount will be refunded by us.

We M/s..... further undertake that any price benefit on account of providing higher capacity accessories than the required/specified in this offer shall not be claimed by us.

Dated this                      day of                      2016.

Name        :  
Designation :

Address        :

Phone No:  
Mobile No:

Fax No:

(Signature)

**Annexure IV**  
**FORM OF AGREEMENT**  
(To be enclosed with the bid)  
( in stamp paper worth Rs.200/-)

ARTICLES OF AGREEMENT executed on this the  
.....day of.....two thousand and  
fifteen between the Governor of Kerala (herein after referred to as "The Government") of  
the one part and  
Sri.....

.....  
.....( here enter name and address of the tenderer) (herein after referred to as "the bounden")  
of the other part .

WHEREAS in response to the notification  
number.....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 fulfillment 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  
..... days of acceptance of his tender execute an  
agreement with the Government incorporating all the terms and conditions under  
which the Government accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the  
terms and conditions governing the contract the Government shall have power and  
authority to recover from the bounden any loss or damage caused to the  
Government by such breach as may be determined by the Government by

appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

**3.** All sum 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.....  
.....  
..... (here enter the name and designation) for  
and on behalf of the Governor of Kerala and Shri.....  
.....  
..... the bounden have hereunto set their hands on  
the day and year shown against their respective signatures.

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

In the presence of witnesses:

- 1.
- 2.

Signed by

Shri.....(dat  
e).....

In the presence of Witnesses:

- 1.
- 2.

