

NOTICE INVITING TENDER

for RFID Enabled Library Management System for Ernakulam Public Library

Sealed competitive tenders on behalf of Ernakulam Public Library, are invited from the reputed IT firms having experience in setting up RFID enabled Library Management System, anywhere in India as per the terms and conditions stipulated in the Annexures attached to the tender document.

Tender documents can be had from the Public Library, Convent Road, Ernakulam, Kochi-682016, on payment of Rs.500/- (Rs. Five hundred only) either in cash at the Cash Counter of the said office or in the form of crossed Demand Draft from any Scheduled/Nationalized Bank payable at Ernakulam in favour of Ernakulam Public Library, Ernakulam, Kochi-16. The Tender document can also be downloaded from our website www.ernakulampubliclibrary.com in which case, DD for Rs. 500/- towards the cost of tender document should be attached along with the tender document.

No: EPL RFID/2016/1 dated at Kochi-16 the 10-03-2016

(Asok M Cherian)
Hon. Secretary, Ernakulam Public Library,
Ernakulam, Kochi-16.

NOTICE INVITING TENDER

No : EPL RFID/2016/1 dated at Kochi-16 the 10-03-2016

“Tender for

RFID enabled Library Management System

at

Ernakulam Public Library”

NOTICE INVITING TENDER
(To be signed and returned along with the technical BID)

No: EPL RFID/2016/1 dated at Kochi-16 the 10-03-2016

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3. An **EMD of Rs.50,000/-** (Rupees Fourty thousand only) shall be payable along with the Tender Document.
4. Tender should be sent in SEALED ENVELOPES prominently superscribed, “**Tender for RFID Enabled Library Management System at Ernakulam Public Library**” and should be addressed to The Honorary Secretary, Ernakulam Public Library, Convent Road Kochi-16. **Tenderers should submit Technical Bid and Financial Bid in two separate covers prominently superscribed as ‘Technical Bid’ and ‘Financial Bid’. Both the covers should be kept in another sealed envelope.** Address and telephone numbers of the bidder should be written on all the three envelopes. Tenders should be sent by Registered Post (with AD) or should be dropped in the tender box available in the office of the Ernakulam Public Library. No separate acknowledgement will be made. Tenders received in unsealed covers and those received late will be rejected. Only one tender should be included in the cover. **Last date for acceptance of tenders will be 28.03.2016, upto 14.30 hours. The Technical bid will be opened at 1500 hours on 28.03.2016** by the Hon. Secretary, Ernakulam Public Library or any other person as may be authorized by the Hon. Secretary, Ernakulam Public Library on his behalf, in the presence of the Tenderers or their representatives as may be present on the occasion. If the tender could not be received/opened in the dates mentioned in this Tender due to declaration of the date as a holiday or due to any other unforeseen reasons, the tender will be received/opened on the next working day at the same time at the same place.

5. Hon. Secretary, Ernakulam Public Library reserves the right to accept any tender in full or in part or to reject without assigning any reason thereof. Library reserves the right to opt for a configuration of utilities different from that sought through this tender, depending on the availability of funds at the time of firm orders.

(Asok M Cherian)
Hon. Secretary, Ernakulam Public Library,
Ernakulam, Kochi-16.

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ANNEXURE-I

TERMS AND CONDITIONS

1. ELIGIBILITY

1. The bidder should have Service Tax Registration and PAN.
2. The bidder shall have sufficient experience in RFID enabled services.
3. The bidder must have the experience in setting up RFID enabled library management system at any three Libraries not below the status of District Libraries anywhere in India.
4. The bidder must have at least 5 years experience of setting up RFID enabled Library Management System at least in 3 installations working till date.
5. The bidder must have local office at Ernakulam during installation and warranty period.
6. Vendors with experience in installing and commissioning RFID enabled Library Management System using Software Platforms and tools under General Public License will be given preference over others.
7. Vendors with experience in installing and commissioning RFID enabled Library Management System in conjunction with Koha will be given preference over all others.

2. DOCUMENTS TO BE ATTACHED

The bidders shall submit the following documents enclosed in the cover for Technical Bid.

- i) Bid Security in the form of cash receipt/Bank DD
- ii) Pre-receipt for refund of EMD.
- iii) Certificate of experience
 - of setting up RFID enabled library management system at any three Libraries not below the status of District Libraries anywhere in India.
 - for having 5 years experience in setting up RFID enabled library management system in atleast 3 installations that are currently working.
 - For having experience in system using Free software distributed under GPL (Preferable)
 - for having experience in system with Koha. (Preferable)
- iv) Copy of Service Tax Registration Certificate
- v) Copy of PAN Card.
- vi) Certificate of no relation
- vii) Certificate to show the nature of ownership of firm whether it is proprietorship one, partnership one, company etc.

The Tenderer has to sign in all pages of the Tender documents as a token of having read, understood and accepted all the terms and conditions of the Contract/Tender, failing which the bid will be rejected. He has to submit all the tender documents while bidding.

3. TENDER EVALUATION: -

On the Tender opening date, only the Technical Bid will be opened. After evaluation of the technical bid by the duly appointed committee, the successful bidders will be asked to give a presentation on a fixed date showing their models of RFID enabled Library Management System. The financial bid of only those bidders recommended to have qualified in the technical bid by the duly appointed committee after the presentation will be opened in their presence or in the presence of their representatives at a date, which will be intimated to the successful bidders.

Ernakulam Public Library will have the full right to reject any or all the tenders without assigning any reason whatsoever and is not bound to accept the lowest tender. Ernakulam Public Library also reserves the right to award the contract to more than one contractor in case they are found competent in different areas concerned with the project. Any tender document, which does not satisfy the terms and conditions set out in the tender notice, is liable to be rejected.

4. QUOTING OF RATES:

1. Rate should be quoted both in figures and words in English in the Tender form. Service Tax and Education Cess should be shown separately in the tender form.
2. The prices shall be quoted as per the format in Annexure-III of the Tender documents.
3. Price quoted shall be firm and final and no upward modification shall be allowed.

Any hike or reduction in duties/taxes/prices for the tendered items due to changes in Customs/Excise duty and changes in policies of the Govt. during the supply period shall be accepted by the Ernakulam Public Library or passed on to the Ernakulam Public Library as the case may be, on submission of proper documents.

5. EARNEST MONEY DEPOSIT

1. Each Tender should contain an EMD of Rs. 50,000.00 (Rupees Fifty thousand only). This amount can be remitted in the cash counter of this office in cash or in the form of crossed demand draft (payable at Ernakulam) from any of the Nationalized/Scheduled banks, drawn in favor of the "The Hon. Secretary, Ernakulam Public Library, Ernakulam". The cash receipt/DD should be attached along with the Tender.
2. The EMD will be forfeited to the Ernakulam Public Library, in case, after submitting the tender documents, the Tenderer withdraws his offer or fails to execute the agreement when called for to do so.
3. The EMD of the Tenderer, who's Tenders are not accepted, will be refunded after finalization of the Tender.
4. The EMD will not carry any interest.
5. Tenders received without EMD shall be rejected outright.

6. SECURITY DEPOSIT

The successful Tenderer will have to remit an amount equivalent to 5% (Five percent) of the Tendered cost of work as Security Deposit. This amount may be remitted by cash/D.D or may be in the form of Bank Guarantee. The EMD of the successful Tenderer will be adjusted against security deposit payable by him and he has to remit the balance amount only. Security deposit is to ensure faithful performance of the contract during the period of operation of the Tender. If the Tenderer fails or neglects to perform any of his obligations under the contract as per the agreement, it shall lead to forfeiture of Security Deposit in part or full.

Security Deposit shall be liable for appropriation/adjustment against compensation for interruption of service rendered, or cost of materials or stores lost or damaged while carrying out the work.

The security deposit will not bear any interest and will be refunded after the expiry or warranty period, provided there are no recoveries to be made arising out of incomplete work and violation of any terms and conditions of the Contract, as stipulated in the bid document.

7. AGREEMENT

An agreement in a stamped paper worth Rs. 200.00 (Rupees Two Hundred only) shall be executed by the successful bidder, on acceptance of the offer and after remitting the Security deposit, in the format given in Annexure-IV. The terms and conditions of this agreement will be considered as terms and conditions of the tender also.

8. DURATION OF AGREEMENT

The agreement shall be deemed to be in force from the date of agreement for a period of one year. The validity of the tender rates is for one year from the date of agreement and is extendable for another 3 months.

9. SUB-CONTRACTS:

The successful bidder shall not assign, sub-contract or outsource the whole or any part of the work covered by the contract or any benefit thereof under any circumstances.

10. PARTNERSHIP FIRMS:

The bidder shall declare in the Tender form whether it is sole proprietorship one, Partner ship one or Company. It is preferred that bidder may submit the attested documentary proof along with the Tender itself to support this. Where the successful bidder is a partnership firm, the previous approval in writing shall be obtained before any change is made in the constitution of the firm or transferring the business to another person or company.

In the event of the successful bidder, with such consent aforesaid, transferring the business during the period of this contract, the successful bidder shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the successful bidder under this contract and be subject to his liabilities there under.

11. LABOUR WELFARE AND FARE WAGES:

The successful bidder shall comply with the provisions of the Payment of wage Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1964 and the Contractor's Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The regulation aforesaid shall be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Ernakulam Public Library shall have the right to deduct from the money due to the successful bidder any sum required or estimated to be required for making good the loss suffered by a worker or workers employed directly or indirectly by the successful bidder for the work, by reasons of non-fulfillment of various Labour Welfare Acts and Labour Regulations which are in force in the Union of India from time to time, non-payment of wages or of deductions made from his or their wages which are not justified. The successful bidder shall indemnify 'Ernakulam Public Library' against payments to be made under the project for the observance of the laws cited in the aforesaid clause, contained in this Section of the Tender document.

The Tenderer shall fulfill/comply with the provisions of EPF and Miscellaneous Provisions Act, 1952 and Employees' Provident Fund Scheme, 1952 in respect of labourers/employees engaged by them for performing the work of Ernakulam Public Library. Each claim bill of the Tenderer must be accompanied by the

- i. List showing the details of labourers/employees engaged.
- ii. Duration of their engagement.
- iii. The amount of wages paid to such labourers/employees for the duration in question.
- iv. Amount of EPF contribution (both employer's and employees' contribution) for the duration of engagement in question, paid to the EPF Authorities.
- v. Copies of authenticated documents of payments of such contribution to EPF Authorities and,
- vi. A declaration from the contractors regarding compliance of the conditions of EPF Act, 1952.

12. WORKMEN'S COMPENSATION:

In every case in which by virtue of the provisions of the Workmen's Compensation Act 1923, 'Ernakulam Public Library' is obliged to pay compensation to a workman, employed directly or indirectly by the successful bidder for executing the work. 'Ernakulam Public Library' will recover the amount of the compensation so paid from the successful bidder, and without prejudice to the rights of the Ernakulam Public Library under the said Act. 'Ernakulam Public Library' shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by 'Ernakulam Public Library' to the successful bidder whether under this contract or otherwise. 'Ernakulam Public Library' shall not, normally, implicate itself in such cases, made against it under the said Act. However, to up-hold the interest of the 'Ernakulam Public Library', if it is required to do so, the successful bidder shall provide to the 'Ernakulam Public Library' full security for all costs for which 'Ernakulam Public Library' might become liable in consequence of contesting such claim.

13. TAXES AND DUTIES:

Successful bidder shall pay all levies, fees, royalties, taxes and duties payable under the provisions of Statute, Rules or Regulations of the Central/State Government or Local Bodies arising out of the Contract or by virtue of the Contract or incidental to the Contract in respect of the works or operation(s) or any part thereof to be performed by the Contractor. The successful bidder shall allow the 'Ernakulam Public Library' to recover such taxes and duties from his bills payable and indemnify and keep indemnified the 'Ernakulam Public Library' from and against the same or any default by the Contractor in the payment thereof.

14. PAYMENT OF BILLS

1. 40% of the total cost will be paid on the basis of bills submitted on delivery of Hardware at the Ernakulam Public Library
2. 40% of the total cost will be paid on the basis of bills submitted on completion of testing, trial run, commissioning and satisfactory working of the RFID enabled Library Management system consisting on all the procured modules for a period of two weeks.
3. 10% of the total cost will be paid on the basis of bills raised on completion of satisfactory working for a period of two months.
4. The remaining 10% will be paid on the basis of bills raised on completion of warranty period of one year.
5. The Bills are to be submitted to the Hon. Secretary, Ernakulam Public Library, Convent Road, Ernakulam.
6. Income Tax at the rate as applicable from time to time and Surcharge\Education Cess thereto as applicable will be deducted as tax at source from the amount for which the bill has been passed, under relevant Income Tax Rules. The Hon. Secretary will issue necessary Income Tax deduction certificate, detailing the amount so deducted as tax at source in due course.
7. All taxes, duties and levies payable under the provisions of Statute, Rules or Regulations of the Central/State Government or Local Bodies arising out of the Contract in respect of the works or operation or any part thereof to be performed by the successful bidder, as applicable of the amount for which the bill has been passed will be deducted at source, under relevant Government Rules from time to time.
8. The pre-receipted bills are to be submitted in TRIPLICATE. Service Tax, Surcharge, Education Cess etc., should be shown separately in the bill. The bill should contain the Service tax registration no. and PAN of the Contractor. The payment will be arranged as per the existing system and will be released by an account payee cheque drawn in favour of the Tenderer.
9. The compensation for interruption of service rendered by the Contractor, or cost of materials or stores lost or damaged while carrying out the work or cost of defective components, spares or tools towards damage of other utility services while carrying out the work will be deducted from the bills submitted for payment.

15. TERMINATION FOR DEFAULT:

The Ernakulam Public Library 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,

- a. if the Contractor fails to execute any or all of the contract within the time period specified in the contract, or any extension thereof granted by the Ernakulam Public Library;
- b. if the contractor fails to perform any other obligations under Contract; and
- c. if the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as Ernakulam Public Library may authorize in writing) after receipt of the default notice from the Library.

In the event Ernakulam Public Library terminates the contract in whole or part, Ernakulam Public Library may get the work done upon such terms in such a manner as it deems appropriate, works similar to those not executed and the Contractor shall be liable to Ernakulam Public Library for any excess cost for such similar contract. However, the Contractor shall continue performance of the contract to the extent not terminated.

16. DELIVERABLES

A. RFID Enabled Library Management System consisting of the following components & modules, fully integrated into a composite system with appropriate software solutions

1. Work Station 2 sets
Consisting of :
 1. RFID Controller
 2. Barcode scanner
 3. RFID Pad
 4. Checkout module
 5. Check-in module
 6. Tagging module
 7. Sorting module
 8. Arm and disarm module
2. Multi-purpose kiosk (Self Service Station) 1 set
Shall include :
 1. RFID controller
 2. LCD panel c/w Touch Screen driver
 3. Membership ID reader
 4. Receipt printer
 5. RFID Pad
 6. RFID Controller Box
 7. Industrial grade PC
 8. User authentication module
 9. Borrowing/Checking out module
 10. Returning/Checking in module

- 11. Tagging module
- 3. Single Lane EAS Gate 1 set
 - Consisting of :
 - 1. Gate panels
 - 2. RFID Controller
 - 3. Strobe lights and buzzer
 - 4. Alarm counter
 - 5. Traffic Counters
- 4. Remote Book Drop Station 1 set
 - Consisting of :
 - 1. Return/Checking in Module
 - 2. Flap Lock
 - 3. Bin-Full Sensors
 - 4. Receipt Printer
 - 5. RFID Pad
 - 6. RFID Controller Box
 - 7. Industrial Grade PC
- 5. Stock Management System 1 set
- 6. Smart Shelve System for 50000 Books -
- 7. RFID Tags for 50000 Books
- 8. Member ID Cards for 2500 Members
- 9. All the above components and modules installed, integrated into a composite system of RFID enabled Library Management System and commissioned to work along with Koha, which is available and working at present.
- 10. Documentation pertaining to the system, both technical as well as operation and maintenance aspects.

B. SPECIFICATION FOR SOFTWARE USED IN COMPONENTS & MODULES

- 1. The RDBMS should be PostgreSQL/MySQL or any compatible one conforming to SQL standards
- 2. The web server should be Apache or equivalent.
- 3. The vendor must integrate the RFID enabled Library Management System to the Koha system being worked at present.
- 4. Training should be imparted in operations and maintenance of equipments and software so as to enable operation maintenance of the system by Library staff without the help of the bidder during and after warranty period.
- 5. Continued service support on AMC or per call basis as is agreed from time to time shall be provided by the bidder.
- 6. Preference will be given to the vendor who is prepared to supply the source code of all applications with all passwords, operating system and development tools and the application software package under General Public License enabling total technology transfer with sufficient documentation.

17. DELIVERY SCHEDULE

- 1. Hardware supply shall be made within a period of one month from the date of firm order.
- 2. The system shall be commissioned for regular working by completing installation, testing and trial run within two months from the date of firm order.

3. The project will have to be completed in all respects within FOUR months from the date of award of work

18. WARRANTY

The equipments and systems (Hardware & software) supplied should have a warranty and free service support for one year from the date of commissioning of RFID enabled Library Management System with all the proposed modules, viz Counter Stations, Self Service Station, EAS Gate, Remote Book Drop, Smart Shelves and Stock Management System.

Warranty with one to one replacement in case of occurrence of fault or damages within a period of one year shall be ensured for the following :

- RFID Reader
- RFID Power supply
- RFID Antenna
- RFID Cables
- Touch Screen Monitor
- Barcode Scanner
- EAS Gate
- RFID Tags
- Member ID Cards

19. GENERAL

1. Any tender not strictly adhered to the terms and conditions mentioned in the tender documents shall be rejected.
2. No amendment of the tender in any form by the tenderer shall be permitted.
3. Submission of any wrong information is liable for rejection of the tender.
4. The decision of the Hon. Secretary of Ernakulam Public Library for any matters concerned with the tender, is final.

20. ARBITRATION:

In the event of any question, dispute or difference arising under this Tender or in any connection there-with except as to matter the decision of which is specifically provided under this Tender, the same shall be referred to the sole arbitration of The Library Management Committee of Ernakulam Public Library.

The award of the arbitrator shall be final and binding on the parties.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to the aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification there of for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the Office of the Ernakulam Public Library, Ernakulam or such other places as the arbitrator may decide.

21. NO RELATION CALUSE:

The near relatives of all Ernakulam Public Library employees and Managing Committee Members are prohibited from participation in this tender. The near relative for this purpose are defined as

- a. Member of a Hindu Undivided Family
- b. The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter's husband (Son-in-law), brother(s) & brother's wife, Sister(s) & Sister's husband (brother-in-law)

A certificate to this effect may be given in the prescribed Proforma given in Annexure VI, duly signed, failing which the tender is liable to be rejected.

ANNEXURE II
TECHNICAL SPECIFICATIONS

1. Background

Ernakulam Public Library proposes to introduce RFID enabled Library Management System for facilitating easy and efficient management of its day to day operations of issuing and receiving back library books and stock taking.

This tender is floated for inviting vendors for the job of setting up RFID enabled Library Management System.

2. Scope of Work

Installation, testing and commissioning of RFID enabled Library Management System that shall work with the Koha Library Management package available and working at present. Ernakulam Public Library Proposes the following 6 modules for the system, for the time being. These are subject to change according to the requirement felt necessary and specifications made available in the technical bids. The system shall be able to generate reports on all aspects of operations and stock position of books at any time such reports are required and taken.

1. Supply, Installation and commissioning of staff assisted counter station with following components

- RFID Controller
- Barcode scanner
- RFID Pad
- Checkout module
- Check-in module
- Tagging module
- Sorting module
- Arm and disarm module

2. Supply, Installation and commissioning of Self Service Station (Muti-function Kioske) with following components :

- RFID controller
- LCD panel c/w Touch Screen driver
- Membership ID reader
- Receipt printer
- RFID Pad
- RFID Controller Box
- Industrial grade PC
- User authentication module
- Borrowing/Checking out module
- Returning/Checking in module
- Tagging module

3. Supply, Installation and commissioning of Single Lane EAS Gantry with following components :
Consisting of :

- Gate panels
- RFID Controller
- Strobe lights and buzzer
- Alarm counter
- Traffic Counters

4. Supply, Installation and commissioning of Remote Book Drop with the following components :
Consisting of :

- Return/Checking in Module
- Flap Lock
- Bin-Full Sensors
- Receipt Printer
- RFID Pad
- RFID Controller Box
- Industrial Grade PC

5. Supply, Installation and commissioning of Stock Management System with the following components :

- Stock Management Scanner
- Stock Management Software

6. Supply, installation, configuration and commissioning of Smart Shelve system for 50000 frequently transacted books with the following facilities :

- Rack level and Row level identification of books

Detailed specification shall form part of the technical bid submitted by the bidders.

3. Mode of Operation

The successful bidder should have a well-defined modus operandi for undertaking the work. The mode of operation will have to be demonstrated before the tender selection committee by the vendors on being called to do so. Details of mode of operation shall be submitted along with the Technical Bid.

4. Support from Ernakulam Public Library

The support from Library will be the following if required by the vendor.

- Services of one person for co-ordination and project management.
- Facilities at the site for installation and commissioning.
- Digital Data on Books and membership
- Any other items that are mutually agreed upon

ANNEXURE-III TENDER FORM FOR FINANCIAL BID

From

.....

To

Hon. Secretary, Ernakulam Public Library, Convent Road, Ernakulam, Kochi 682016

Sir,

Sub: Tender for providing RFID enabled Library Management System

Ref: Tender Notice No: EPL_RFID/2016/1_dtd at Kochi-16 the 10-03-2016

With reference to the tender cited above, we offer the following rates for your consideration please.

Sl. No:	Items	Unit Rate (Rs.)
A	Staff Assisted Counter Station with all the required components and software for working to be integrated in to the composite system	Rs..... (Rupees.....) Taxes EC Composite Price (Rs.....)
B	Multi-purpose Kiosk (Self Service Station) with all the required components and software for working to be integrated in to the composite system	Rs.....(Rupees.....) Taxes EC Composite Price (Rs.....)
C	EAS Gantry with all the required components and software for working to be integrated in to the composite system	Rs.....(Rupees.....) Taxes EC Composite Price(Rs.....)
D	Remote Book Drop with all the required components and software for working to be integrated in to the composite system	Rs.....(Rupees.....) Taxes EC Composite Price(Rs.....)
E	Stock Management System with all the	Rs.....(Rupees.....)

Sl. No:	Items	Unit Rate (Rs.)
	required components and software for working to be integrated in to the composite system	Taxes EC Composite Price(Rs.....)
F	Smart Shelf System with all the required components and software for working to be integrated in to the composite system	Rs..... (Rupees.....) Taxes EC Composite Price(Rs.....)
G	RFID Tag with all the required components and software for working to be integrated in to the composite system	Rs..... (Rupees.....) Taxes EC Composite Price(Rs.....)
	Member ID Card with all the required components and software for working to be integrated in to the composite system	Rs..... (Rupees.....) Taxes EC Composite Price(Rs.....)

Signature of tenderer
With name and address

ANNEXURE – IV

AGREEMENT FORMAT

1. The agreement made this -----day of ----- between the Secretary, Ernakulam Public Library, hereinafter called the Library for one part and ----- having its registered office at ----- hereinafter called the successful tenderer on the other part.
2. Whereas Library is desirous of appointing the said successful tenderer for **“Providing RFID Enabled Library Management System in Ernakulam Public Library”** and whereas the said tenderer has agreed **to undertake the work** from the date of agreement, as per the terms and conditions in **Annexure-I** and Technical Specification in **Annexure II** of the Tender document, in addition to the terms and conditions of this agreement.
3. Now, therefore, Library and the said tenderer have entered into this agreement subject to the terms and conditions laid here under:
4. The tender is for **“Providing RFID Enabled Library Management System in Ernakulam Public Library”**, as per the terms and conditions in **Annexure-I** and Technical Specification in **Annexure II** of the Tender document.
5. Library reserves the right to modify the terms and conditions if considered necessary for making available superior quality or additional facilities.
6. **Security:**

Security Deposit mentioned in Annexure-I is to be ensured by the tenderer. The security deposit shall be released on completion of tender period after reducing the amount of penalty, if any, as per the clauses in Para-13, “Penalties” below.
7. **Period of completion of work:**

The work shall be completed within a period of four months from the date of firm work order from the Library.
8. **Loss due to variation in specification to be compensated**

The tenderer shall agree to bear at his own cost and risk for loss sustained to the Library due to any variation at the time of implementation from that of the technical specifications offered and/or mutually agreed upon between the library and the successful bidder.
9. **Validity of the agreement/Tender:**

The agreement shall be deemed to be in force from the date of agreement for a period of one year. The validity of the tender rates is for one year from the date of agreement and is extendable for another 3 months.

10. Warranty:

The equipments, systems and software supplied should have a warranty support of one year from the date of completion of the entire work.

11. Payment Terms:

40% of the total work order value will be paid on delivery of equipments at Ernakulam Public Library.

40% of the work order value will be paid on completion of satisfactory working for a period of one week after commissioning of the system for use.

10% of the work order value will be paid on completion of satisfactory working for a period of two months.

The balance 10% of the work order value will be paid on completion of warranty period.

12. Termination:

The contract maybe terminated by Library at any time giving one month's notice in writing to the tenderer without assigning any reason thereof and the decision of Library to so terminate shall be final. Library shall not be responsible for any loss damage etc. incurred by the tenderer as a result of termination of the contract. Library shall be free to take due action for appointment of a new vendor during the period under notice or thereafter.

13. Penalties:

In the event of the tenderer failing to observe or comply with any of the terms and conditions of the agreement as set out herein or execute the work to the satisfaction of the Library, it shall be lawful for the Secretary, Ernakulam Public Library at his discretion and in addition to the other rights and powers vested with the Library to remove or withhold any part of the work until such time he may be satisfied that the tenderer is able to execute them properly. If any expenditure is incurred by Library consequent thereon, may at any time, be deducted from any sum or sums due to the tenderer or the tenderer may be demanded to pay such losses to the Library within seven days or may be set off against any claim from Library or the payment of any sum or sums of money arising out of any other contract made by the tenderer with Library. In the event, if it is not possible to make good the loss as afore said, Library reserves the right to charge the said amount due on the security deposit furnished by the contractor. In the event of discovery of any defect in the equipments, systems and software supplied by the tenderer, the tenderer shall be bound to rectify such defect at their own cost to the satisfaction of Library within the time fixed by Library.

An amount equal to 0.5% of total cost will be levied as penalty from the tenderer for every week's delay for the first 10 weeks and 0.7 % thereafter for another 10 weeks (Maximum 12%) for its failure in commissioning the system after the last date specified for the successful commissioning as given in the clause **DELIVERY SCHEDULE** in the terms and conditions as Annexure-I of the Tender document. The Hon. Secretary, Ernakulam Public Library reserves the right to condone/waive the delay for genuine reasons to the satisfaction of Library.

If any defects be not rectified within the time specified in the warranty clause above, an amount equal to 1% of the total cost will be levied as penalty from the security deposit for every week of delay in rectifying the reported defects.

14. Arbitration :

In the event of any question, dispute, differences arising under this agreement or in connection therewith (except as to matters, the decisions of which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Managing Committee of Ernakulam Public Library or any person/persons nominated by it. The award of the arbitrator shall be final and binding on the parties. It is a term of agreement that in the event of such arbitrator to whom the matter is originally referred to, being transferred or vacating his office being resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Managing Committee of Ernakulam Public Library shall appoint another person to act as arbitrator in place of outgoing arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left out by his predecessor.

15. Stamp duty on this document, if any due, shall be borne by the tenderer.

SIGNED BY THE SAID TENDERER
NAME & ADDRESS

SIGNED BY THE SAID Library
NAME & ADDRESS

IN THE PRESENCE OF WITNESS
Name and address

Signature

1.

2.

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ANNEXURE - V

CERTIFICATE

I,..... S/o Shri.\Smt
..... do hereby certify that none of my relative(s) as defined in the Tender document is/are employed in Ernakulam Public Library or is/are members of the Managing Committee as per details given in the Tender document. In case at any stage, it is found that the information given by me is false/incorrect, Library shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Dated thisday of

Signature

(Name in BLOCK letters of the Signatory)

In the capacity of

Note: In case of proprietorship firm, certificate should be given by the Proprietor, for Partnership firm certificate should be given by all the partners and in case of limited company, by all the Directors of the Company.