



KERALA STATE ROAD TRANSPORT CORPORATION

TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023

Telephone No: 0471-2471011, Extn : 231/236)

E-mail: sr@kerala.gov.in, Web: www.keralartc.com

TENDER No.SRA5/023762/2023

Dtd: 05.04.2024

NOTICE INVITING RE-TENDER

For the supply, installation and commissioning of Automatic Distilled Water Plant.

TECHNICAL & COMMERCIAL BID

1. Tenders in **two bid** system are invited from the **manufacturers** or their **authorised dealers** for the supply, installation and commissioning of the following item. **There shall not be more than one Brand offer in the tender. Offering more than one Brand / Type / Model will make the bid invalid.**

a	Name of Item, Quantity and Specifications	Automatic Distilled Water Plant : 2 Nos. <u>Specifications</u> Production Capacity : 50 Ltr per day Design Type : Standard Automation Grade : Manual Power Source : Electrical Voltage : 240 V Frequency : 50 Hz Warranty : One Year (Minimum)
b	Location of supply and Installation	The Automatic Distilled Water Plant have to be installed at KSRTC, Central Works, Pappanamcode, Thiruvananthapuram-695018, Regional Workshop, Edappal-679582 (Malappuram Dist.).
c	Last date and time of tender submission	19.04.2024, 13.00 Hrs. (Date & Time of opening of Financial Bid will be informed later)
d	Date and time of opening of Pre qualification bid	19.04.2024, 15.00 Hrs.
e	Place of Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.
f	Tender Fees (Non Refundable)	Rs.448/- (Rs.400/- + GST@12%) (Rupees Four Hundred and Forty Eighty only)
g	Earnest Money Deposit(EMD). EMD Exemption NOT allowed.	Rs.1600/- (Rupees One Thousand and Six Hundred only)
h	Mode of Payment of EMD & Tender Fee	In the form of DD (separate DD for EMD and Tender Fee) from any Nationalised/ scheduled Bank. Payable at Thiruvananthapuram. The DD should be drawn in favour of FA&CAO, KSRTC, Fort, Thiruvananthapuram. It can be remitted directly in the cash section of this office. In such case, the original cash receipt has to be incorporated in the tender.
i	Contact address/ Telephone nos. for help in case of any doubt tendering process	Telephone No : 0471-2471011, Extn: 231 / 236 / 321 E-mail: sr@kerala.gov.in , cps@kerala.gov.in Web: www.keralartc.com
j	Tender inviting Authority	Chairman and Managing Director, Kerala State Road Transport Corporation, Transport Bhavan, East Fort, Thiruvananthapuram - 695 023

2. **Scope of the contract**

- a. Tender is invited from the Manufactures/their authorised dealers for the Supply, installation and Commissioning of **Automatic Distilled Water Plant**.
- b. The supplier should arrange Supply, installation and Commissioning of **Automatic Distilled Water Plant** at KSRTC, Central Works, Pappanamcode, Thiruvananthapuram-695018, Regional Workshop, Edappal-679582 (Malappuram Dist.).
- c. The Supplier should assure complete commissioning of system for installation and application training.
- d. The specification mentioned in NIT (as per Clause No. 1 (a) of NIT) is only for reference.
- e. The successful bidder have to complete the supply, installation and commissioning of **Automatic Distilled Water Plant** within 30 days from the date of purchase order.

3. **PRE QUALIFICATION CRITERIA**

- a. Manufacturer of Automatic Water Distilled Plant in India or their authorised dealers are eligible to participate in the tender
- b. Copy of the GST Registration Certificate should be uploaded.
- c. The bidder should have experience in installation of Automatic Water Distilled Plant for the last 5 years.

4. **General Conditions of the contract**

- a. *Firms who have been blacklisted by the Central Government/ any State Government /any State Transport Undertaking will not be considered.*
- b. *Firms who supplied Stores of inferior quality or defective materials, which caused non settlement of claim / pending claim of KSRTC will not be considered. In the event, if the party is ready to settle the claim, Chief executive officer /Chairman & Managing Director of Corporation Shall consider the tender of such firm which is solely at his discretion.*
- c. Bidders should remit the required Tender Fee and Earnest Money Deposit (EMD) as per 1(f) and 1(g) of the Notice Inviting Tender. No exemption in the case of EMD and Tender Fee.
- d. The details such as name of manufacturer, Guarantee/Make / Brand / Model / specification of offered item / Brochure etc should be provided in the tender.

- e. **SELECTION OF SUPPLIERS:-** The selection of suppliers will be made from among the technically qualified bidders who are prequalified by submitting all the mandatory documents mentioned in the Clause No. (5) of NIT. The Corporation will place trial order with the L1 bidder for 1 No. for assessing suitability. Purchase order for the balance quantity will be issued, if the **Automatic Distilled Water Plant** installed on trial order working satisfactorily. If the plant not suitable on performance evaluation, the bidder have to take back the plant at their own cost.
- f. **Rate Firmness:-** The quoted rates shall be firm for one year from the date of opening of tender. No enhancement of rates once accepted will be considered during the contract period.
- g. Any loss damage etc. while on transit should be borne by the suppliers.
- h. The successful tenderer shall submit an agreement (Appendix – I) in the prescribed format within 15 (fifteen) days from the date of Purchase Order.
5. **Documents to be submitted**
- a. Scanned copy of valid manufacturing license in the case of manufacturer. In the case of Dealer, they should submit the copy of Manufacture's Authorisation Form for Dealer as per Annexure-E duly filled signed and stamped by the bidder.
- b. GST Registration Certificate of bidder to be submitted.
- c. The bidder shall submit documentary evidence for 5 years experience in installation of Automatic Water Distilled Plant. Completion certificate from the customers / copy of Tax Invoice shall be submitted.
- d. This Notice Inviting Tender (all pages) duly filled signed and stamped by the bidder should be submitted.
- e. The details of Guarantee/Brand/Make should be submitted.
- f. ANNEXURE –A after filling all the column and duly signed and stamped by the bidder should be submitted.
- g. ANNEXURE –B, Specification Sheet after filling all the column and duly signed and stamped by the bidder should be submitted.
- h. Annual turn over statement for the last five financial years as per Annexure – C should be submitted.
- i. Tenderers who have been blacklisted by the Tender Inviting Authority or by any State Govt. or Central Government / Organization should not participate in the tenders during the period of blacklisting. An affidavit as per format in Annexure– D (Anti-Black listing Affidavit) should be submitted along with the technical bid.
- j. The details of Guarantee/Make / Brand / Model / specification of offered item / Brochure etc should be submitted.

6. Instructions for submitting Financial bid :-

- a. The bidder should furnish the basic rate for the supply, installation and commissioning of one plant, discount and GST. The rates shall be submitted in TENDER FORM enclosed in the NIT.
- b. The rate quoted should be in Indian Rupees in figures and words and should be clear in all respect to arrive end rate in the prescribed tender form which can be down loaded from our web site.
- c. The rate quoted should be for door delivery including installation at KSRTC, Central Works, Pappanamcode, Thiruvananthapuram-695018, Regional Workshop, Edappal-679582 (Malappuram Dist.).
- d. If the amount GST not entered in the respective column of TENDER FORM such bidders will not be eligible for revised levies declared from time to time.
- e. There shall not be more than one financial offer in a financial bid for one item. Offering of more than one financial offer will make the bid invalid.
- f. The quantity of item may increase or decrease. The tolerance limit shall not be more than plus / minus fifteen percent ($\pm 15\%$) as per the provisions of Kerala Store Purchase Manual.

7. **Pre Qualification Bid document and Financial Bid document should be enclosed in separate sealed covers with superscription as "Pre Qualification Bid" (cover I) and "Financial Bid"(Cover II).** The Financial Bid cover and Pre-qualification Bid cover should be enclosed in large cover (Main Cover) and to be sealed and superscripted as **"RE - TENDER FOR THE SUPPLY OF Automatic Water Distilled Plant Due on 19.04.2024"**.

8. Any bid which is submitted in such a way that the Pre -qualification Bid and Financial Bid/ Bids cannot be opened separately or who place the bids contrary to the superscription, it will be liable to be rejected.

9. TENDER PROCESS:

The tender evaluation will be undertaken in four rounds.

Round 1- Opening of technical bid documents

Round 2 – Document evaluation.

Round 3- Opening of Financial Bid.

1. Round 1- Opening of technical bid documents

The documents uploaded shall be opened at the time and date mentioned. The prospective bidders or their authorized representatives can present, if required by them.

- 2. Round 2 – Document evaluation:-** The format for submission of the technical bid as per annexures and submission in any other format or absence of requisite information will lead to rejection of bids in the round 2 evaluation itself. The prospective bidders are advised to submit all information and supporting documents that are required to prove their competency and claims for technical evaluation.

The commercial terms and documents submitted as part of the bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.

The Tender Inviting Authority may call for additional documents/clarifications through e-mail, if required

The list of those who come out of the evaluation of the documents successfully as well as those rejected (with reasons for rejections) will be published on the website of KSRTC (www.keralartc.com) and objections/remarks against the list will be invited. The objections /remarks received before the date and time specified in the notice will be considered by the Tender Inviting Authority and the final list of successful bidders of round 2 will be published.

3. Round 3 – Opening of Price Bid.

The bidders who are qualified in round 2 shall be considered for Round -3. The Financial bid of those bidders who do not satisfy even any one of the pre-qualification condition will not be opened.

10. **Training:** Proper training shall be given the staff of KSRTC about the working of the plant free of cost.
11. Tenders submitted after the due date and time fixed as per Notice Inviting Tender will be summarily rejected.
12. Opening of Tender will be done at the time and date noted in Notice Inviting Tender at the Office of the Chairman and Managing Director, KSRTC, Transport Bhavan, Fort, Thiruvananthapuram.

13. **Payment:-** Payment for the item will be made only after receipt, inspection and satisfactory working of the supplied plant at the destination specified by KSRTC.
14. **Liquidated damages for non supply and performance:-** The successful bidders shall supply the ordered quantity of item as per the delivery schedule given by KSRTC. If materials are not supplied as per supply schedule given by KSRTC, liquidated damages will be realised from the supplier at the rate of 0.5% of the Cost of item per week for each week or part thereof, up to a maximum deduction of 10% of the Contract prices and there after the Corporation will consider the termination of the contract at the risk and cost of the contractor.
15. **Earnest Money Deposit:-** The EMD will not carry any interest. The EMD will be forfeited if the successful Bidders fail to execute agreement and furnish Security deposit, or in the event of withdrawal of offer once made or in the event of putting forth any conditions which are against or contradictory to the conditions of this Notice Inviting Tender.
16. **Security Deposit:-** The successful Bidder has to furnish a Security Deposit equivalent to 5% of the total value of purchase contract awarded to them, before executing the agreement. *The security deposit carries no interest.* The EMD amount will be adjusted in the security deposit in the case of successful bidders. The Security Deposit can be remitted either in the form of Demand Draft from any Nationalised/Scheduled Bank drawn in favour of FA & CAO, KSRTC, Thiruvananthapuram, payable at Thiruvananthapuram or in the form of Bank Guarantee from any Nationalised/Scheduled Bank with a claim period of minimum 3 months beyond the expiry of the contract including warranty period. The security deposit will be forfeited if the contractor fails to complete the supply as per the schedule issued by KSRTC or in the event the Bidder fails to settle any claim including the warranty claims. The security deposit will be refunded only after the satisfactory completion of the contract including warranty claims or penalty settlement.
17. **Agreement:-** The successful Tenderer shall have to execute an agreement within 15 days from the date of issue or purchase order, incorporating the Terms & Conditions of Tender and as per Kerala Stores Purchase Manual. The agreement has to be executed in the prescribed form issued from KSRTC, in Rs.200/- INDIAN STAMP PAPER after furnishing the Security deposit equivalent to 5% of the total value of purchase contract awarded to them, as per provisions of Kerala Store Purchase Manual, for the due fulfilment of the contract. If the bidders are not

willing to execute the Agreement and Security deposit, their offer will not be considered

18. The Corporation reserves the authority to consider the offer in part or full as desired.
19. The offer once made cannot be withdrawn or modified under any circumstances. Withdrawal or modification of the offer once made in tender will be resulted in the forfeiture of EMD remitted. In such cases the bidder will not have the right to claim the refund of EMD.
20. The articles are to be similar, in all respects according to the specifications shown in tender notice and shall be subject to the approval of the Chairman and Managing Director, KSRTC.
21. The Chairman and Managing Director, KSRTC does not bind himself to accept the lowest or any offer and reserves the right to select one or more from the offers made as considered expedient.
22. The quantity of item may increase or decrease. The tolerance limit shall not be more than plus / minus fifteen percent ($\pm 15\%$) as per the provisions of Kerala Store Purchase Manual.
23. Supply of the materials should be completed within the time stipulated by KSRTC, failing which the Corporation will procure the materials from other sources at the risk and cost of the Bidder.
24. Details of Warranty offered by the supplier should be specified clearly.
25. The decisions of the Chairman and Managing Director on all matters arising out of this notice/contract will be final, conclusive and legally binding on all parties concerned.
26. Disputes if any, shall be settled through mediation and Corporation will notify mediating official from time to time and only when mediation is failed, litigation within the jurisdiction of the courts at Thiruvananthapuram and Ernakulam need to be sought.
27. **GENERAL INSTRUCTIONS TO BIDDERS**
 - a. Tender shall be made in English.
 - b. Firms who are not blacklisted by KSRTC or by Govt. of Kerala can participate in the tender.
 - c. The rates quoted should be for door delivery at KSRTC, Central Works, Pappanamcode, Thiruvananthapuram-695018, Regional Workshop, Edappai-679582 (Malappuram Dist.).

- d. The bids will be opened at the KSRTC, Transport Bhavan, Fort, Thiruvananthapuram on the date and time mentioned above in the presence of the Bidders/authorised representatives available. If the tender opening date happens to be a holiday or non-working day due to any valid reason, the Tender opening process will be done on the next working day at the same time and place specified.
 - e. All documents submitted should contain the signature and the office seal of the bidders.
28. KSRTC shall under no circumstance be responsible for the rejection of tenders due to non compliance of the above procedure.
29. If the bidder proposes any other condition contradictory to the conditions of this NIT will not be considered
30. The Chairman and Managing Director, KSRTC may reject any or all the supplies made which he consider not suitable for the purpose for which they are ordered for or because they are of inferior quality or not up to or in accordance with the specifications shown in the Notice Inviting Tender and his opinion in the matter will be final and not liable to be questioned by the firm or any one on his behalf. Rejected articles should be taken back by the Contractor at his own cost.
31. Bidders are advised to go through all conditions of the Notice Inviting Tender and the Tender documents carefully and to comply them to avoid rejection of their tender.
32. The Tenderer shall bear all costs associated with the preparation and submission of its bid and Kerala State Road Transport Corporation, Thiruvananthapuram, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
33. Bidders who propose conditions which are contradictory to the tender conditions will not be considered.
34. Conditional Tenders will be summarily rejected.
35. The selected Bidder shall not be entitled to seek any deviation in the Agreement.
36. Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.
37. The Tenderer shall bear all costs associated with the preparation and submission of its bid and Kerala State Road Transport Corporation, Thiruvananthapuram, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible

or liable for these costs, regardless of the conduct or outcome of the bidding process.

38. The bidder shall read the format of Agreement enclosed as Appendix – I and shall aware about the conditions specified in the Agreement.

The Agreement to be submitted by the successful bidder after receiving confirmed order.


For **CHAIRMAN AND MANAGING DIRECTOR**

  
I/We hereby accept all the above terms and conditions in its entirety. 

Signature of bidder:

Name of bidder:

Address of bidder:

Telephone No. of bidder:

Mobile No. of bidder:



KERALA STATE ROAD TRANSPORT CORPORATION

RE - TENDER FORM for the supply, installation and commissioning of "**Automatic Water Distilled Plant**"

Tender Notice No : **SRA5/023762/2023**

Date: **05.04.2024**

1. Name of supplier:

2. Particulars of Rate Quoted

Sl. No.	Particulars of item required with specification There shall not be more than one financial offer in a financial bid for one item.	Basic Price for supply, installation and commissioning of 1 No. of Machine (in Rs)	Discount if any (in Rs)	GST (in Rs.) & in %	End rate for supply, installation and commissioning of 1 No.(in Rs)
1	supply, installation and commissioning of " Automatic Water Distilled Plant (As per specification of NIT) "				
	Brand :				
	Model:				

NOTE

- All the Columns should be filled by the tenderer using respective numerical values .If any column is irrelevant to the bidder that column should be filled with "NIL". No columns shall be left unfilled. Those firms who have specifically mentioned the **amount GST** in the respective columns will only be eligible for revised levies declared from time to time by Government. In the event, if the GST amount is not separately shown in the columns specifically ear marked for it, or if the GST are shown as "**inclusive**", such firms will not be eligible for revised levies declared from time to time.
- The rate quoted should be for supply of item at KSRTC, Central Works, Pappanamcode, Thiruvananthapuram-695018, Regional Workshop, Edappal-679582 (Malappuram Dist.).**
- The price offered should be firm, for a period of twelve months from the date of opening of tender.
- Tender should be accompanied by the cost of Tender Form & EMD as separate Demand Drafts. The Demand Drafts have to be drawn in favour of FA & CAO, KSRTC, TVM payable at Thiruvananthapuram. Tender submitted without accompanying the cost of Tender Form & EMD shall be summarily rejected.
- Details regarding the cost of Tender Form & EMD is available in the respective Notice Inviting Tender published in our Website.
- Offering of more than one financial offer by a single firm will make the bid invalid.**
- I agree to sign and return the terms & conditions of Tender, failing which the tender will be liable to be rejected.

Place:

Date:

Signature :

Name and Address of the Tenderer

(Seal of the Tenderer)



Annexure - A

(Proforma of Certificate be furnished along with Technical Bid)

KERALA STATE ROAD TRANSPORT CORPORATION

GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the			
	Registered address			
	of the firm with			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Type of the Firm (Please ✓ relevant box)				
4	Private Ltd.		Public Ltd.	
	Partnership		Society	
	Registration No. & Date of		Proprietorship	
			Others, specify	
Nature of Bussiness (Please ✓ relevant box)				
5	Original Manufacturer		Authorized Dealer /Representative	
	Direct Importer		Others, specify.	
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	
Bank Details				
7	Bank Account No.		IFSC Code	
	Bank Name & Address		Branch Name	
	Tel No		Email ID	

8	Whether any criminal case was registered against the company or any of its promoters in the past?				Yes / No
9	Other relevant Information provided *				
Date:		Office Seal		Signature of the tenderer / Authorised signatory	

**ANNEXURE -B****SPECIFICATION SHEET****Tender for the supply, installation and commissioning of "Automatic Water Distilled Plant".**

Tender No. SRA5/023762/2023

Dt: 05.04.2024

Technical Specification

Make :

Brand & Model:

Specification	Description	Conformance of specifications (Yes / No)	Remarks if any
Production Capacity : 50 Ltr per day			
Design Type : Standard			
Automation Grade : Manual			
Power Source : Electrical			
Voltage : 240 V			
Frequency : 50 Hz			
Warranty : One Year (Minimum)			

I/We hereby declare that the information furnished above are true, to the best of my / our knowledge and belief.

Place:

Date:

Signature with Name, Address & Seal of
Tenderer.

Annexure- C

(Proforma of Certificate be furnished along with Technical Bid)

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s_____ for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs)
1	2020 – 2021	
2	2021 – 2022	
3	2022 – 2023	
Total		
Average Turnover per year		

Date:

Signature of Auditor/ Chartered Accountant

(Name in Capital)

Address :

Registration No:

Seal:



Annexure - D

(Proforma of Certificate be furnished along with Technical Bid)

AFFIDAVIT

**Format for Affidavit certifying that Entity / Promoter(s)
/Director(s)/Partners of Entity are not blacklisted**

I, M/s. (Name of the firm), having registered office at hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by Department of Transport, Govt. of Kerala/ or any other entity of Government of Kerala or blacklisted by any state government or central government / department / organization in India from participating in Tender/s, either individually or as member of a Consortium as on the (Last date of submission of tender).

We further confirm that we are aware that, our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period.

Dated thisDay of, 20....

Name of the Applicant

.....

Signature of the Authorized Person

.....

Name of the Authorized Person



Annexure - E

(Proforma of Certificate be furnished along with Technical Bid)

MANUFACTURER'S AUTHORIZATION FORM FOR DEALER

To,

The Chairman & Managing Director,
KSRTC
Transport Bhavan, Fort, TVPM

Ref Tender no: _____ Dated: ____/____/____

Whereas _____ (Name and Address of the Manufacturer) who are established and manufacturers of (Name/description of the products), having production facilities at _____ (Address of factory) do hereby declare that M/s. _____ (Name and Address) is our authorized dealer and they are authorize to submit a bid, and subsequently negotiate and sign the Contract with you against NIT No _____ dated _____ for the above products manufactured by us, for the supply requirements of the above invitation of bids. The dealership certificate is valid up to _____

We hereby extend full warrantee for the products offered for supply by the above firm against the said NIT and duly authorize said firm to act on our behalf in fulfilling all installation, technical support and maintenance obligations as required by KSRTC.

Name: _____ (In the capacity of)

(Duly authorized to sign the authorization on and behalf of)

Signature:

Dated this _____ day of _____ 20__

Note: This letter of authority must be on the letterhead of the concerned manufacturer and must be signed by a competent person and having the power of attorney to bind the Manufacturer and, must be included by the Bidder in its bid.

For Reference only

(To be submitted by the successful bidder only after receiving purchase order)

Appendix - I

(To be furnished in Indian Stamp paper worth Rs. 200/-
by the successful bidder)

KERALA STATE ROAD TRANSPORT CORPORATION

FORM OF AGREEMENT

(for Contract for Supply of Specific Quantity)

Agreement executed on (date) between

.....

..... (herein after called "the Contractor") and the **Kerala State Road Transport Corporation** (herein after called "the Corporation").

WHEREAS the Contractor has tendered for the supply of articles for the use of the Corporation as per Notice Inviting Tender No: dated: which tender notification shall form part of this Agreement as if incorporated herein.

AND WHEREAS the Corporation have been pleased to accept the offer in respect of the articles mentioned in the copy of the order attached (Which shall form part of this agreement as if incorporated herein).

AND WHEREAS the Contractor has as security for the due fulfilment of his obligations under this deed deposited ` being percent of the estimated value of the contract in cash / in the form of Demand Draft of Bank / in the form in a letter of Guarantee from Bank approved by the Corporation.(scheduled banks)

NOW THESE PRESENTS WITNESS AS FOLLOWS:

- (1) (A) In case where along with the tender samples have been forwarded to the Corporation and the samples approved, the contractor agrees to supply the materials according to the approved samples. In other cases, the contractor agrees to forward samples to Corporation for approval, if so required, and then to supply materials according to such approved samples. When samples are not required the contractor agrees to supply according to standard specification. Samples forwarded by the contractor to the Corporation will not be paid for and shall be the property of the Corporation, but the Corporation is at liberty to return them to the contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All Samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the Corporation to see if the supplies made are according to the approved samples.
- (B) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached herewith the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of months from the date of delivery of the said goods to the Corporation and that notwithstanding the fact the Corporation may have inspected and/or

approved the said goods, if during the aforesaid period of months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Corporation in that behalf will be final and conclusive) the Corporation will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc: shall apply. The contractor shall if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the Corporation. Otherwise the contractor shall pay the Corporation such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Corporation in that behalf under this contract or otherwise.

- (2) Requests for enhancement of rates once accepted will not be considered except where Corporation has prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of the sale or other specified terms and conditions, if any printed on the quotation sheets of the contractor or attached with the Contractor's tender or any other letter or paper from the contractor will not govern this contract nor bind the Corporation in any manner what so ever unless such terms have been expressly accepted by the Corporation in writing.
- (3) The articles and quantities to be supplied are as shown in the copy of the Order No dated herewith attached, which shall be considered as part of this agreement. The contractor agrees to supply the quantities of the articles shown in the order at the rates tendered by him for each articles within the time fixed.
- (4) In the case of goods delivered by shipment, the contractor, shall where the expected tonnage of goods is more than 200 tones, deliver the goods through the Thiruvananthapuram port, if so required by the Corporation.

- (5) The contractor agrees that time is the essence of this contract.
- (6) If the contractor defaults in the due supply of all or any of the articles correctly and promptly as above, the Corporation is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Corporation incur, in thus procuring such materials, a higher cost than the agreed rate, such excess cost may be deducted by the Corporation from the Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The Contractor agrees, that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to Corporation.
- (7) All payments to the contractor for supplies effected satisfactorily will be made after scrutiny of his bills.
- (i) Either by Corporation cheques payable at the Government Treasuries.
 - (ii) Or by drafts on the Reserve Bank of India, at any of its principal branches in India.
 - (iii) Or in case of supplies from Abroad by drafts or otherwise as may be agreed to:
- (8) All incidental expenses incurred by the Corporation for making payments outside the District in which the claim arise shall be borne by the contractor.
- (9) The contractor shall not assign or make over in part or wholly the contract or the benefits or burdens hereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the corporation. The Corporation shall have absolute power to refuse any such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or subject is given by the Corporation.

- (10) NOT WITH STANDING the provisions contained to Clause 5, the Corporation shall have the right to cancel contract for any default on the part of the contractor in the due performance thereof.
- (11) It shall be lawful for the Corporation from and out of any money for the time being payable or due to the contractor from the Corporation under this contract or otherwise to set off any loss, expense, cost or damages, sustained or incurred by the Corporation by reason of the cancellation of the contract.
- (12) The security deposit shall subject to the conditions specified herein be returned to the Contractor within three months after the expiration of the contract.
- (13) The Contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.
- (14) The contractor agrees that all sums found due to the Corporation under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner as the Corporation deem fit.
- (15) Any dispute arising out of this Tender procedure shall be under the Jurisdiction of Thiruvananthapuram court.

In witness where of the contractor and Sri,
Controller of Purchase & Stores, for and on behalf of the **Kerala State Road Transport Corporation** have hereunto set their hands.

Signed, Sealed and delivered by:

Shri.

..... (Name & Address of Contractor)

..... (Signature of Contractor)

In the presence of witnesses:

1.(Name) (Signature)

2.(Name) (Signature)

Signed, Sealed and delivered by:

Shri: Controller of Purchase & Stores, for and on
behalf of the **Kerala State Road Transport Corporation**

..... (Signature)

In the presence of Witnesses:

1. (Name) (Signature)

2. (Name) (Signature)