



KERALA STATE ROAD TRANSPORT CORPORATION
TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023

Telephone No: 0471-2471011, (Extn: 303)

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

TENDER No. **SRA5/001996/2024**

Dtd: **06.02.2024**

NOTICE INVITING TENDER (e-Tender)

For the Supply and commissioning of Battery Powered (Electrical) Forklift

TECHNICAL & COMMERCIAL BID

1. Tender in brief:-

Tenders in two bid system are invited for the supply of the following item. There shall not be more than one brand offer in tender. Offering more than one brand /type shall make the bid invalid.

a	Tender No. & Date	SRA5/001996/2024 ; 06.02.2024
b	Item, Quantity & Specifications	Battery powered (Electrical) Forklift with all accessories: 3 Nos. Warranty : 2 years (minimum) Comprehensive Annual Maintenance Contract (CAMC) : 5 Years after Warranty period Specification : See Clause No. 2 of NIT.
c	Place of bid Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.
d	Tender Fee (Non Refundable)	Rs. 6502/- (Rs. 5805/-+ GST @ 12% extra) (Rupees Six Thousand Five Hundred and Two only)
e	Earnest Money deposit. (EMD) EMD Exemption NOT allowed.	Rs.45,700/- (Rupees Forty Five Thousand and Seven Hundred only)
f	Mode of Payment of EMD & Tender Fee	Online through SBI Internet Banking/NEFT through e-procurement portal. EMD & Tender Fee should be remitted as a single transaction. Split payment is not allowed.
g	Mode of Submission of Tender	Tender should be submitted online through e-GP website www.etenders.kerala.gov.in
h	Contact address/ Telephone nos. for help in case of any doubt in e-tendering process (Help desk)	Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram. - 695004 Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: etendershelp@kerala.gov.in Website: www.etenders.kerala.gov.in
i	Tender inviting Authority	Chairman & Managing Director, Kerala State Road Transport Corporation, Transport Bhavan, East Fort, Thiruvananthapuram - 695023

2. Scope of Work

KSRTC invites online bid from the Manufactures/their authorised dealers in India for the Supply and Commissioning of **Battery powered (Electrical) Forklift** at KSRTC 3 Regional Workshops at Aluva (Ernakulam Dist.), Mavelikkara (Alapuzha Dist.), Kozhikkodu (Kozhikkodu Dist.). The Supplier should assure complete commissioning of Forklift including application training.

The specification mentioned in Clause no. 2 of NIT is only for reference. However the bidder is to offer the **Battery powered (Electrical) Forklift**, which can be used for lifting the load capacity of 2000kg.

Item: Battery powered (Electrical) Forklift with all accessories

Specification of the item required

SI No.	Description	Technical Specification required
a)	Load capacity	2000 kg (minimum)
b)	Turning Radius	1500 – 2440 mm
c)	Length to Fork Face	2000 – 2900mm
d)	Overall Width	1200 – 1350 mm
e)	Type	Four wheel
f)	Wheels	Front / rear 2x2
g)	Maximum lifting height (Top of Forks)	3000 – 3100mm
h)	Free Lift (Top of Forks)	110-125mm
i)	Mast Lowered Height	2000-2150mm
j)	Power Type	Battery
k)	Battery voltage / Rated capacity	48V/440 Ah – 645 Ah / suitable rating
l)	Warranty	2 year warranty(minimum)
m)	CAMC	Five year CAMC after Warranty period

The successful bidder should be willing to provide 2 years warranty and 5 year Comprehensive Maintenance Contract for the unit after warranty. During warranty period, KSRTC shall bear the cost of regular consumables only. Any labour cost during warranty period for ensuring the working of the Fork Lift should be born by the supplier. The supplier should furnish the list of regular consumables of the unit along with detailed specification of the Fork Lift offered. The Comprehensive Maintenance Contract should start after the expiry of warranty period. Tyre excluded in the CAMC period. The supplier should furnish the CAMC rate upto 5 years (after 2 year warranty period) in BOQ portion of the e-tender. The supplier can visit, the site and inspect the Fork Lift as and when desired, for ensuring the smooth functioning of the unit during warranty and CAMC period.

Training:- The Fork Lift shall be operated by KSRTC staff. The bidder should provide operator training minimum for 5 persons.

3. PRE QUALIFICATION CRITERIA

- a. The bidder shall be a Manufactures/their authorised dealers for the Supply and Commissioning of **Battery powered (Electrical) Forklift** for the setting up of reconditioning unit for six cylinder Leyland/Tata/Eicher make Engines at KSRTC 3 Regional Workshops at Aluva (Ernakulam Dist.), Mavelikkara (Alapuzha Dist.), Kozhikkodu (Kozhikkodu Dist.).
- b. Bidder should have GST Registration.
- c. The bidder shall have an annual turn over of Rs.50 Lakh in last three financial years (2020 – 2021, 2021 – 2022, 2022 -2023)

4. General Conditions of the contract

- a. Bidders should remit the required Tender Fee and Earnest Money Deposit (EMD) in 'Online mode' through SBI/NEFT, as per 1(d) and 1(e) of the Notice Inviting Tender. No exemption in the case of EMD and Tender Fee. Bidders should ensure and convince themselves that the online payments made by them have been successfully transferred. KSRTC shall under no circumstances be responsible for failed transaction of the payments due to non-compliance of any online banking procedure and consequent rejection of tender.
- b. Firms who have been blacklisted by the Central Government/ any State Government /any State Transport Undertaking will not be considered.
- c. The supplier should supply and commissioning of **Battery powered (Electrical) Forklift** at KSRTC 3 Regional Workshops at Aluva (Ernakulam Dist.), Mavelikkara (Alapuzha Dist.), Kozhikkodu (Kozhikkodu Dist.).
- d. The bidder should offer warranty for a period of 2 Years and 5 years CAMC after warranty period.
- e. Bidders should be able to start delivery of the item within 30 days from the date of purchase order.
- f. Corporation will place trial order with the L1 bidder on the basis of performance of their previously Supplied offered model of forklift to any government institutions /public sector under takings /STU/Private Companies which are identical or same of offered model. If the forklift supplied against trial order not meet the required specification for carrying out the work satisfactorily, the bidder have to take back the forklift at their own cost.
- g. 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.

- h. **Rate Firmness**:- The quoted rates shall be firm for a period of 12 months from the date of opening of financial bid. No enhancement of rates once accepted will be considered during the contract period.
- i. The details such as name of manufacturer, make/brand etc. should be provided in the tender.
- j. Tenders of those bidders who do not successfully remit Tender fee and EMD online or do not upload the above mentioned document (digitally signed) will be rejected. The bidders should possess digital signature for uploading the documents. The samples which are submitted after the due date and time fixed will not be considered.
- k. 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 uploaded in the e-tender Portal

- a. Scanned copy of valid manufacturing license in the case of manufacturer. In the case of Dealer, they should upload the scanned copy of Manufacture's Authorisation Form for Dealer as per **Annexure-D** duly filled signed and stamped by the bidder.
- b. GST Registration Certificate of bidders to be uploaded
- c. The bidder shall have an annual turn over of Rs.50 Lakh in last three financial years (2020 – 2021, 2021 – 2022, 2022 -2023). Please upload the documents certified by Chartered Accountant / Auditors as per **Annexure –B**.
- d. This Notice Inviting Tender (all pages) duly filled signed and stamped by the bidder should be scanned and uploaded.
- e. Scanned copy of **ANNEXURE-A**, General Information about the tenderer after filling all the column and duly signed and stamped by the bidder.
- f. Bidders 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– C** (Anti-Blacklisting Affidavit) should be submitted along with the technical bid.
- g. The details of guarantee, make/brand and also scanned copy of printed Leaflet /Catalogue/Brochure of the manufacturer for the quoted item should be uploaded.
- h. Scanned copy of specification sheet as per **Annexure -E** shall be duly filled signed and stamped by the bidder with full address and date should be uploaded.
- i. Performance of previously supplied Electric Powered Forklift to any government institutions /public sector under takings /STU/Private Companies should be uploaded as per **Annexure -F** (preferably nearer to Consignee location/South India)

6. Instructions for submitting Financial bid :-

- a. The bidders should furnish the basic rate for supply and commissioning of 1 No of the Forklift and CAMC charge per year for 5 years after 2 year warranty period , discount, GST separately. The rates shall be submitted in BOQ portion of the corresponding Tender published in website www.etenders.kerala.gov.in
- b. The rates quoted should be for supply (including unloading charge) and Commissioning at KSRTC, Regional Workshop - Aluva, Kozhikkodu, Mavelikkara.
- c. GST should be calculated exactly and entered in the respective column of BOQ.
- d. GST should be calculated exactly and entered in the respective column of BOQ. **In the BOQ the GST is to be mentioned in rupees**, not in %, therefore bidders are requested to upload the rate accordingly.
- e. If the amount of GST is not entered in the respective column of BOQ, such bidders will not be eligible for revised levies declared from time to time.
- 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. 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 Price 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-tender portal.

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 BOQ/PRICE BID of those bidders who do not satisfy even any one of the pre-qualification condition will not be opened.

- 7. Selection of suppliers:** The selection of suppliers will be made from among the technically qualified bidders who are pre qualified by uploading all the mandatory documents mentioned in the prequalification criteria and Performance of offered model of Forklift supplied in any government institutions /public sector under takings /STU/Private Companies .
- 8. Opening of Tender** will be done at the time and date mentioned in the e - tender portal at the Office of the Chairman and Managing Director, KSRTC, Transport Bhavan, Fort, Thiruvananthapuram.
- 9. Payment:-** Payment will be made after supply and Satisfactorily working of Forklift for at least **30 days** at KSRTC, Regional Work Shop – Aluva, Kozhikkodu, Mavelikkara.
- 10. Liquidated damages for non supply and performance:-** The successful bidders shall supply the ordered quantity of machine as per the delivery schedule given by KSRTC. If machines 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 there of, 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.
- 11. 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.

12. **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, AMC claims or penalty settlement.
13. **Agreement:-** The successful Tenderer shall have to execute an agreement within 15 days from the date of issue of 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.
14. The Corporation reserves the authority to consider the offer in part or full as desired.
15. The bidders have the liberty to resubmit fresh tender/documents till the last date and time of submission of the e-tender.
16. Resubmission of offer will not be allowed after the time and date fixed for bid submission. The offer once made cannot be withdrawn or modified after the closing of e-tender under any circumstances. Withdrawal or modification of the offer once made in e-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.
17. The Chairman and Managing Director, KSRTC, Thiruvananthapuram reserve the right to make any modifications or additions in this notice in the event if it is felt that it is in the public interest.
18. The decisions of the Chairman and Managing Director, KSRTC will be final and legally binding in these tender proceedings.
19. Disputes if any shall be settled through mediation and the Corporation will notify mediating official from time to time and only when mediation is failed, litigation with

in the jurisdiction of the courts at Thiruvananthapuram and Ernakulam need to be sought.

20. INSTRUCTIONS TO BIDDERS

- a) Tender shall be made in English.
- b) The rates quoted should be for supply and Commissioning of Forklift at Regional Work Shop, RW Edapal Malappuram (Dist.) and Central Works, Pappanamcode, Thiruvananthapuram (Disct.)
- c) In case of NEFT, remittance should be made only to the 22 digit beneficiary account number as seen in the remittance form which is available in the e-portal while submitting tender.
- d) **ON LINE PAYMENTS:-** The bidders shall seek clarification from **Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004. Help Desk No. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: etendershelp@kerala.gov.in ; Website: www.etenders.kerala.gov.in** and make himself conversant with procedure for online payment of the Tender Fee and EMD. **KSRTC shall under no circumstance be responsible for failed transactions due to non compliance of the above procedure.**
- e) The bid will be opened online through the e-GP website www.etenders.kerala.gov.in 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 e-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. Any change in the opening date/time/venue due to other reasons shall be informed by way of Corrigendum published in the e-GP website.
- f) **DIGITAL SIGNATURE CERTIFICATE:-** Bidders will have to procure legally valid Digital Certificate as per Information Technology Act, 2000 for digitally signing their electronic bids. Bidders can procure the same from any of the license certifying authority of India. For obtaining Digital Signature Certificate and help on e-tendering process, please contact Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: etendershelp@kerala.gov.in ; Website: www.etenders.kerala.gov.in on all government working days from 9.30 A.M to 5.30 P.M.
- g. Bidders are advised to note the Tender ID and Tender No. & Date for future reference.

- h. All uploaded scanned documents should contain the signature and the office seal of the bidders and should be digitally signed while uploading in e-tender portal. Documents uploaded without digitally signing shall entitle rejection of the Tender.
- i. The digitally signed Tender document and other specified documents shall be submitted online through the e-GP website www.etenders.kerala.gov.in well in advance before the last date and time. No submission shall be allowed after the last date mentioned.

- 22.** 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.
- 23.** The selected Bidder shall not be entitled to seek any deviation in the Agreement.
- 24.** Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.
- 25.** 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

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



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 Tenderer					
	Registered address of the firm with GSTIN					
	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.	<input type="checkbox"/>	Public Ltd.	<input type="checkbox"/>	Proprietorship	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>	Society	<input type="checkbox"/>	Others,	<input type="checkbox"/>
	Registration No. & Date of					
Nature of Business (Please ✓ relevant box)						
5	Original Equipment		Authorized Dealer			
	Manufacturer		/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	GST No.			
10	GST of offered item in (%)			
11	BIS CM/L No (if available)			
12	Make & Brand			
13	Turnover of the Firm for the last 3 years		Year 2020-2021 =Rs	
			Year 2021-2022 =Rs	
			Year 2022-2023 =Rs	
14	Other relevant Information provided *			
Date:		Office Seal		Signature of the tenderer / Authorised signatory



Annexure- B

(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 - C

(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 - D

(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.



ANNEXURE -E

SPECIFICATION SHEET

Tender for the Supply and Commissioning of Battery Powered (Electrical) Forklift with all accessories.

Tender No. SRA5/001996/2024 dt: 06.02.2024
Technical Specification

Make :

Brand & Model:

Sl No.	Key Parameters	Specifications	Specification of Offered Machine	Remarks if any
a)	Load capacity	2000 kg (minimum)		
b)	Turning Radius	1500 – 2440 mm		
c)	Length to Fork Face	2000 – 2900mm		
d)	Overall Width	1200 – 1350 mm		
e)	Type	Four wheel		
f)	Wheels	Front / rear 2x2		
g)	Maximum lifting height (Top of Forks)	3000 – 3100mm		
h)	Free Lift (Top of Forks)	110-125mm		
i)	Mast Lowered Height	2000-2150mm		
j)	Power Type	Battery		
k)	Battery voltage / Rated capacity	48V/440 Ah – 645 Ah / Suitable rating		
l)	Warranty	2 year warranty(minimum)		
m)	AMC	Five year AMC after Warranty period		

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- F

(Proforma of Certificate be furnished along with Technical Bid)

Previous Same orders Executed

The bidder Shall give details of Purchase orders of Identical or Same equipment Supplied to any government institutions /public sector under takings /STU/Private Companies preferably near Consignee Location/South India as per below mentioned format in last five years

Name of the Bidder:

Orders Placed by (Full address of purchasers)	Order no & Date	Description and Quantity of Ordered equipment	Model No. of Forklift	Date of Completion as per purchase order	Has the Equipment being supplied, commissioned Satisfactorily (attach a certificate from purchasers)	Contact person Along with Telephone no &E-mail id

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.

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/-)

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 the due fulfillment 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)