



KERALA STATE ROAD TRANSPORT CORPORATION

TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023

Telephone No: 0471-2471011, (Extn : 231 /303 / 321)

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

TENDER No.SRA5/001997/2024

Dtd: 07.02.2024

NOTICE INVITING TENDER (NIT) e-Tender

For the Supply of Water Proofing Membrane and Adhesive Cold Sticker

TECHNICAL & COMMERCIAL BID

1. E-Tenders in two bid system are invited from the **manufacturers** or their **authorised dealers** for the supply of the following item. There shall not be more than one brand offer in the tender. Offering more than one brand/make/type will make the bid invalid.

a	Tender No. & Date	SRA5/001997/2024 ; 07.02.2024
b	Item, Quantity & Specifications	Water Proofing Membrane : 4600 Mtr (Polyethylene base, 1 Mtr. Width x 20 Mtr. Roll)
		Adhesive Cold Sticker for Membrane : 1840 kg (5 kg pack)
c	Sample (Compulsory)	2 Mtr. of Water Proofing Membrane and 0.5 kg of Adhesive Cold Sticker for Membrane as per specifications should be submitted to the Office of the Chairman & Managing Director, KSRTC, Transport Bhavan, Fort, Thiruvananthapuram before the date and time of tender opening
d	Place of Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.
e	Tender Fees (Non Refundable)	Rs.2288/- (Rs.2043/-+ GST@ 12%) (Rupees Two Thousand Two Hundred and Eighty Eight only)
f	Earnest Money Deposit. (EMD) EMD Exemption NOT allowed.	Rs.13700/- (Rupees Thirteen Thousand and Seven Hundred only)
g	Mode of Payment of EMD & Cost of Tender	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.
h	Mode of Submission of Tender	Tender should be submitted online through e-GP website www.etenders.kerala.gov.in
i	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
j	Tender inviting Authority	Chairman and Managing Director, Kerala State Road Transport Corporation, Transport Bhavan, East Fort, Thiruvananthapuram – 23

2. **Scope of the Contract**

- a. Tender is invited from the manufacturers in India or their authorised dealer for the supply of Water Proofing Membrane and Adhesive Cold Sticker.
- b. The bidder shall replace the defective materials due to manufacturing defect.
- c. The supplier should deliver the item at KSRTC Chief Store, Pappanamcode - 695018 (Thiruvananthapuram Dist.), Regional Workshop, Aluva -683106 (Ernakulam Dist.), Regional Workshop, Mavellikkara - 690101 (Alapuzha Dist.), Regional Workshop, Edappal-679582 (Malappuram Dist.), Regional Workshop, Kozhikkodu – 673004 (Kozhikkodu Dist.).
- d. Bidders should be able to start delivery of materials within 15 days from the date of order.

3. **PRE QUALIFICATION CRITERIA**

- a. The bidder shall be a manufacturer of Water Proofing Membrane and Adhesive Cold Sticker in India or their authorised dealer.
- b. Bidder should have GST Registration.

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(e) and I(f) 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 Bidders should submit 2 mtrs. of **Water Proofing Membrane** and **0.5 kg of Adhesive Cold Sticker for Membrane** as per specification as sample to the Chairman and Managing Director, KSRTC, Transport Bhavan, Fort, Thiruvananthapuram before the opening of e-tender. If the bidder do not submit the sample before the date and time of opening of the e-tender, the bid will be rejected. The sample submitted by the bidders will be inspected / tested for assessing its suitability and conformability to the tender specifications. If the samples do not meet the specifications of tender, the bidder will be technically disqualified.

- d.** The L1 bidder will be selected on the basis of lowest rate quoted for Supply Water Proofing Membrane and Adhesive Cold Sticker. **Both items will be procured from a single bidder on the basis of total lowest cost of both items.**
- e.** 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.
- f.** The details such as name of manufacturer, make/brand etc. should be provided in the tender.
- g.** 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.
- 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 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.** This Notice Inviting Tender (all pages) duly filled signed and stamped by the bidder should be scanned and uploaded.
- d.** Scanned copy of ANNEXURE-A, General Information about the tenderer after filling all the column and duly signed and stamped by the bidder.
- e.** Scanned copy of Annual turn over statement for the last three financial years as per Annexure –B.
- 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.

6. Instructions for submitting Financial bid :-

- a) The bidder should furnish the basic rate for 1 Mtr of Water proofing membrane and 1 kg of Adhesive Cold Sticker, 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 rate quoted should be for door delivery at KSRTC, Chief Store, Pappanamcode, Thiruvananthapuram (Dist.) – 695018, Regional Workshop, Aluva -683106 (Ernakulam Dist.), Regional Workshop, Mavellikara - 690101 (Alapuzha Dist.), Regional Workshop, Edappal - 679582 (Malappuram Dist.), Regional Workshop, Kozhikkodu – 673004 (Kozhikkodu Dist.).
- 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 – Assessing sample suitability

Round 4- 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 – Assessing sample suitability

The bidders who are qualified in round 2 shall be considered for Round -3. The sample will be inspected / tested for assessing its suitability and conformability to the tender specifications. If the sample do not meet the specifications of tender, the bidder will be technically disqualified.

The list of those who come out of the sample evaluation 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 3 will be published.

4. Round 4 – Opening of Price Bid.

The bidders who are qualified in round 3 shall be considered for Round -4. The BOQ/PRICE BID of those bidders who do not satisfy even any one of the pre-qualification condition will not be opened.

8. 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 as per Clause No. 5 of NIT and whose samples are found suitable when tested / inspected for assessing its conformability to the tender specifications.
9. Opening of E-Tender will be done at the time and date noted in the e- tender portal at the Office of the Chairman and Managing Director, KSRTC.

10. Payment:- Payment for the materials will be made only after receipt, inspection and acceptance of the supplied items at the destination specified by KSRTC.
11. Liquidated damages for non supply and performance:- The successful bidders shall supply the ordered quantity of materials 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 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.
12. 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.
13. 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.
14. Agreement:- The successful bidder 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.

15. The Corporation reserves the authority to consider the offer in part or full as desired.
16. The bidders have the liberty to resubmit fresh tender/documents till the last date and time of submission of the e-tender.
17. 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.
18. 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.
19. Details of Warranty offered by the supplier should be specified clearly.
20. The Chairman and Managing Director KSRTC 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.
21. The decisions of the Chairman and Managing Director KSRTC will be final and legally binding in these tender proceedings. All questions/disputes arising under / out of or in connection with this tender shall be decided by the Chairman & Managing Director of KSRTC and his decision shall be final and legally binding in these tender proceedings.
22. 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.
23. Any dispute arising out of this Tender procedure shall be under the Jurisdiction of Thiruvananthapuram court.
24. 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) 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 bids 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. Help Desk No. 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.

25. 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.
26. The bidder shall bear all costs associated with the preparation and submission of its Bids and KSRTC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
27. The selected Bidder shall not be entitled to seek any deviation in the Agreement.
28. Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.
29. The bidder 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.
30. Conditional tenders will be summarily rejected.

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.		Public Ltd.	
	Partnership		Society	
	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 the quoted item in %			
11	Guarantee / Warrantee		Agreed for free replacement against any material /manufacturing defects within a period of	
12	BIS CM/L No (if available)			
13	Make & Brand			
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)

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.

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 Contractor has as security for 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 incidenta1 expenses incurred by the Corporation for making payments outside the District in which the claim arise shall be borne by the contractor.
- (9) The contactor shall not assign or make over in part or wholly the contract or the benefits of 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)