

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

Telephone No: 0471-2471011, (Extn: 303/231) E-mail: sr@kerala.gov.in, Web: www.keralartc.com,

TENDER No.S001–SS04/25/2025– Store KSRTC–HQ Dtd: **27.02.2025**

NOTICE INVITING TENDER (e-Tender) FOR THE SUPPLY OF COMPUTER PAPER 80 COLOUMN II Part TECHNICAL & COMMERCIAL BID

1. 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.

а	Tender No. & Date	SS04/25/2025 :	27.02.2025
	AT SE	DMP PAPER 80 COL : 1+1 (II nd Part)	6,00,000 Nos. (6 Lakh Nos.) (1200 Pkts - 500 Nos. per Pkt)
b	Item, Quantity & Specifications	Colour : White GSM : 57 (Minimum 'Logo printing: 'Logo' shows specimen. Printing Requirements: Some support of the state o	ONTINUOUS um) ould be printed in I and II part as per uitable for both High Speed Printer e polythene Packet contains 500 set
c	Sample (Compulsory)	Sample: 100 Nos. of co sample" as per specific should be submitted be for tender opening. No suppliers. Logo printing is applicable for supplie	ntinuous computer paper"as rations without 'Logo' printing refore the due date and time fixed exemption for existing/previous g is not applicable for samples. It es only.
d	Place of Opening	Kerala State Road Trans	port Corporation, Transport Bhavan, or) Fort P O, Thiruvananthapuram.
е	Tender Fee (Non Refundable)	Rs. 2016/-(Rs.1800 + 12 (Rupees Two Thousand a	% GST)
f	Earnest Money Deposit. (EMD) EMD Exemption not allowed.	Rs.9,000/- (Rupees Nine Thousand C	
g	Mode of Payment of EMD & Tender Fee	Online through SBI Interreprocurement portal. EN	net Banking/ SBT NEFT/RTGS through 1D & Tender Fee should be remitted uplit payment is not allowed.
h	Mode of Submission of Tender		nitted online through e-GP website
i	Contact address/ Telephone nos. for help in case of any doubt in e-tendering process (Help desk)	Kerala State IT Mission, Help desk, Saankethika, Pattom, Thiruvananthapu	e-Government procurement PMU & Near EPF Office, Vrindavan Gardens, ram 695004 7188; Toll free No.18002337315; rala.gov.in
j	Tender inviting Authority	Chairman & Managing Dir Kerala State Road Transp	ector,

2. Scope of the Contract

- a. Tender is invited from the manufacturers in India or their authorised dealer for the printing and supply of **COMPUTER PAPER**.
- b. The material should be supplied at KSRTC Chief Store, Pappanamcode, Thiruvananthapuram (Dist.).
- c. The successful bidder should supply the material as per specifications

3. PRE QUALIFICATION CRITERIA

- a. The bidder shall be a manufacturer of **COMPUTER PAPER** in India or their authorised dealer.
- **b.** The 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. 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 and Managing Director of Corporation shall consider the tender of such firm which is solely at his discretion.
- d. Bidder should submit 100 sheets of continuous computer paper "as sample" as per specification without 'Logo' printing to the Office of the Chairman & Managing Director, KSRTC, Transport Bhavan, Fort, Thiruvananthapuram 695 023 on or before the date and time fixed for tender opening. No exemption for existing / previous suppliers. Logo printing is not applicable for samples. It is applicable for supplies only.
- **e.** The successful tenderer shall execute 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 valid dealership certificate from the manufacturer.

- **b.** This Notice Inviting Tender duly filled, signed and stamped in all pages by the bidder should be scanned and uploaded.
- c. The bidder should upload the GST Registration Certificate.
- **d.** Scanned copy of **ANNEXURE-A** after filling all the columns and duly signed and stamped by the bidder.
- e. Annual turn over statement for the last three financial years as per Annexure B after filling all the column duly signed and stamped by the bidder should be uploaded.
- **f.** Bidder 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-Black listing 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 (if available) for the quoted item should be uploaded. There shall not be more than one Brand offer in the tender. Offering more than one Brand will make the bid invalid.

6. Instructions for submitting Financial bid :-

- a) The bidder should furnish the basic rate for 500 Nos. of Computer Paper II part per packet, discount, and 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 door delivery at the KSRTC, Chief Store, Pappanamcode P O, Thiruvananthapuram. (Dist.), PIN 695018.
- c) GST amount should be calculated exactly and entered in the respective column of BOQ. In the BOQ, the taxes are to be mentioned in rupees, not in %, therefore bidders are requested to upload the rate accordingly.
- d) 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.
- e) The quantity of item may increase or decrease. The tolerance limit shall not be more than plus or 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.

a. 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.

b. 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.

c. Round 3 - Assessing sample suitability

The bidders who are qualified in round 2 shall be considered for Round -3. The sample submitted by the qualified bidder in Round - 2 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

d. 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. <u>Selection of suppliers</u>: The selection of suppliers will be made from among the technically qualified bidders who are prequalified by uploading all the mandatory documents mentioned in the prequalification criteria and whose samples are found suitable.
- 9. Opening of Financial Bid: The BOQ/PRICE Bid of those bidders, who satisfied all of the Prequalification Criteria including the sample suitability shall only be opened for further consideration. The BOQ/PRICE BID of those bidders who do not satisfy even any one of the pre-qualification condition will not be opened.
- 10. <u>Trial Order:</u> The Corporation will place trial order with the L1 qualified bidder for 5% of tendered quantity at the initial stage to evaluate the field performance of supplied item and the order for the remaining quantity will be placed only on the basis of satisfactory field performance.

11. Delivery of materials

The supplier should deliver the material to the Corporation as per specification stipulated in the Notice Inviting Tender (NIT) and sample paper submitted by the supplier. Delivery to be done to the Store Officer, KSRTC, Chief Store, Pappanamcode, Thiruvananthapuram -695018 as per schedule given from the office. The Corporation will take random sample from the consignment for testing. The Corporation will reject the entire quantity of the consignment from which the random samples were taken and which failed during the test. The supplier should take back the rejected consignment at its own cost from the premises of the Corporation. The firm will be allowed 15 days from the receipt of communication to replace the rejected materials with materials as per specifications stipulated in the Notice Inviting Tender (NIT). If the supplier already received the cost of rejected materials, they should refund the cost of rejected material or said amount will be adjusted from the Security Deposit amount.

12. Packing:- The firm shall be responsible for proper packing and delivery of stores and in the event of any loss, damage, breakage due to insufficient or defective packing the firm shall replace the stores or make good the loss on the receipt of intimation from Kerala SRTC and within the time specified in the intimation. The decision of Kerala SRTC as to whether the loss, damage, breakage, leakage has been caused due to insufficient or defective packing shall be final and binding upon the

- supplier. The delivery of stores shall not be considered complete till the inspected, weighed, counted and passed by Kerala SRTC.
- **13.** 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. The successful bidder shall arrange the supply of material as per scheduled quantity in 5 to 7 lots.
- **14.** Tenders uploaded after the due date and time fixed in the e- tender portal will not be considered.
- **15.** Opening of Tender will be done at the time and date mentioned in the e tender portal at the Office of the Chairman & Managing Director, KSRTC.
- 16. The details such as name of manufacturer, make/brand etc. should be provided in the tender.
- 17. Payment: Payment for the item will be made only after receipt, inspection and acceptance of the supplied item at the destination specified by KSRTC.
- 18. 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.
- 19. <u>Earnest Money Deposit</u>: The EMD will not carry any interest. The EMD will be forfeited if the successful bidder 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.
- 20. Security Deposit:- The successful Bidder has to furnish a performance Security Deposit equivalent to 5% of the total value (excluding GST) 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.

- 21. Agreement:- The successful Bidder shall have to execute an agreement within 15 days from the date of issue of purchase order, incorporating the Terms and 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.
- 22. The Corporation Reserves the authority to consider the offer in part or full as desired.
- 23. The bidders have the liberty to resubmit fresh tender/documents till the last date and time of submission of the e-tender.
- 24. 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.
- **25.** Bidders should be able to start delivery of materials within 15 days from the date of order.
- 26. 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.
- **27.** Reference of previous supply if any is to be noted clearly.
- **28.** 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.
- **29.** The decisions of the Chairman and Managing Director, KSRTC will be final and legally binding in these tender proceedings.
- **30.** 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.

31. GENERAL INSTRUCTIONS TO BIDDERS

- a) Tender shall be made in English.
- b) The rates quoted should be for door delivery at Stationery Store, KSRTC, Chief

- 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:- 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.
- The bid e) 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 <u>www.etenders.kerala.gov.in</u> well in advance before the last date and time. <u>No submission shall be allowed after the last</u> date mentioned.
- 32. 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.
- 33. The selected Bidder shall not be entitled to seek any deviation in the Agreement.
- 34. Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.
- 35. 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.
- 36. Conditional tenders will be summarily rejected.

Mobile No. of bidder

or CHAIRMAN	& MANAGIN	G DIRECTOR
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I/We hereby accept a <mark>ll the above terms and conditions</mark> in its entire	ty.
Signature of bidder:	K
Name of bidder:	8
Address of bidder:	
Telephone No. of bidder:	



ANNEXURE "A"

(Proforma of Certificate be furnished along with Technical Bid)

KERALA STATE ROAD TRANSPORT CORPORATION GENERAL INFORMATION ABOUT THE TENDERER

	Name of t	:he	100			771	10.75	200	
	Tenderer	100	13133		12/	U/I	1500	1.38	
	Registered	d address	250	m.,	-10				
4	of the firm			450	(Sho.)				
1		1 WICH					×		702
- 7	GSTIN	(1)	SCT			7-86			-407
123	State	10.78		- 11		District	OV BU	11.7%	THY.
560	Telephone	e No.				ax	3/2/0		b. Ei
751	Email	The last		10		Nebsite	2	- 10	17 Y
	NI		Cont	act Po	erson D				
2	Name	Na				Designa		100	11 10
	Telephone	e IVO.	Comp	n.	ation Ad	Mobile I		73. 1	A harried
			Comm	iuiiic	ation Ac	uui ess			
70	Address	L. 50-	45.5				778	-	7.17
36	/ taul coo				17		1	27	1977
3	State				District			107	
	Telephone	e No.	70.		F	ax		FC.	17
	Email	200			1	Website	9	2777	827
		Type of	the Fir	m (P	Please 1	√ relev	ant box	()	
	Private Lt		Public				Proprie		
4	Partnership Society			У	Others,				
	Registration	on No. & D		241		11/13	JUPAL:	7	
		Nature o	f Busin	ess (Please	√ rele	vant bo	x)	
	Original E	quipment			P	Authoriz	zed Deal	er	
5	Manufacturer				/Representative				
	Direct Importer				Others, specify.				
Key etc.	personne)	l Details ((Chairn	nan, (CEO, Diı	rectors	s, Mana	ging Part	ners
6		Directors,	DIN No	s. are	e require	d			
	Name	ne				Designation			

Name	Designation	

		Bank I	Details				
	Bank Account No.		IFSC Cod	е			
7	Bank Name &	Same and	Branch Name				
	Address	LL	Branch N	arric			
	Tel No	32//11/0	Email ID	201	1		
	Whether any crimin	al <mark>c</mark> ase was	100	(41):	35.87		
8	registered against t	Yes / No					
	of its promoters in t	the past?	PICEP.		A. A.		
9	GST No.	ALC: III		SE.	- 10		
10	GST in (%)	m. 18	20 1	est,	The state of		
11	BIS CM/L No (if avai	lable)	18	M	H WELL		
12	Make & Brand of offe	ered item	4 1	181	120		
14	Other relevant Info	rmation provide	ed *				

Date:

Signature of the tenderer / Authorised signatory

Office Seal



Annexure-B

(Proforma of Certificate be furnished along with Technical Bid)

ANNUAL TURN OVER STATEMENT

The A	Annu <mark>al</mark>	Turno	ver	of M/s	1	QU.	59. Q			3	for	the
past	three	years	are	given	below	and	certified	that th	e statement	is	true	and
corre	ct.			7.0		N	May 1		THE REAL PROPERTY.		. 4	δű.

SI. No.	Year	Turnover in Lakhs (Rs)
1	2021 - 2022	A TOU
2	2022 - 2023	YALLI
3	2023 – 2024	
	Tota	al Company
Ave	rage Turnover per yea	r CO

Date:	
Signature of Audi	itor/ Chartered Accountant
Address :	
Registration No:	
Seal:	



(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

(Name of the firm), having registered office
athereby ce <mark>rt</mark> ify and
confirm that we or any of <mark>our promoter(s) /director(s) are not</mark> barred by
Department <mark>of Tran</mark> sport, Govt. of Ke <mark>rala/ or an</mark> y other ent <mark>ity of Go</mark> vernment of
Kerala o <mark>r blackli</mark> sted by any state government or ce <mark>ntral gov</mark> ernment /
departme <mark>nt / orga</mark> nization in Indi <mark>a fro</mark> m participating <mark>in Tend</mark> er/s, either
ndividually or as member of a Conso <mark>rtium</mark> 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

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. 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 not withstanding 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.

- 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.
- (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 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.
- 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.

		(Signature of Contractor)
In the presence of witnesses:		
1	(Name)	. (Signature)
2	(Name)	. (Signature)
OUT TO	The same	EST.
Signed <mark>, Sealed and delive</mark> red	by:	DE STATE OF THE ST
Shri:	. Controller of Pu	urchase & Stores, for and
on behalf of the Kerala State Road Transport Corporation		
E RAL		(Signature)
In the presence of Witnesses:	16.6	The state of the s
1	(Name)	(Signature)
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