KERALA STATE ROAD TRANSPORT CORPORATION
TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023
Telephone No: 0471-2471011, (Extn: 236/231)
E-mail: sr@kerala.gov.in, Web: www.keralartc.com,

TENDER No.S001–SRA01/59/2026–Store KSRTC – HQ Dtd: **10.09.2026**

NOTICE INVITING TENDER (e-Tender)

For the supply of 295/80 R 22.5 TUBELESS TYRE

TECHNICAL & COMMERCIAL BID

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

a	Tender No. & Date	SRA01/59/2026 ; 10.09.2026
b	Item, Quantity & Specifications	TUBE LESS TYRES 295/80 R 22.5 - 2500 Nos. Spécifications : IS : 15636 : 2012 or latest
c	Place of Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.
d	Tender Fees (Non Refundable)	Rs.29,500/- (Rs.25,000/- + GST @ 18%) (Rupees Twenty Nine Thousand and Five Hundred only)
e	Earnest Money deposit. (EMD) EMD Exemption NOT allowed.	Rs.1,00,000/- (Rupees One Lakh only)
f	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.
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 the Contract**

a. Tender is invited from the Tyre manufacturers in India for the supply of TUBELESS TYRE 295/80 R 22.5.

b. The Tyre manufacturers should have valid BIS certification as per IS : 15636 : 2012 for the offered make and brand of tyre in the tender.

c. Firms who have supplied at least 50 Nos. of 295/80 R 22.5 Tubeless tyres during the last 5 years to KSRTC and the tyre brands whose performance have been assessed in the last 5 years will be considered for this purchase.

d. The rates quoted should be for one unit of item (one Tyre) for door delivery (including unloading charge) at destination at Chief Stores, Pappanamcode, Thiruvananthapuram and Regional Chief Store at Aluva & Edappal and should be firm for 210 days from the date of offer. If the rate is not firm for 210 days, the offer will liable to be rejected. Tenders received after the due date and time will not be considered.

e. The supplier should deliver the item at KSRTC Chief Store, Pappanamcode, Thiruvananthapuram (Dist.) -695018, Regional Workshop – Aluva and Edappal.

f. Bidders should be able to start delivery of materials within 15 days from the date of order.

g. Selection of suppliers will not be based on the mere price of the item quoted. It will be based on the Cost Per Kilometer (CPKM) of each Brand of Tyre. CPKM will be calculated by dividing the landed cost of Tyre by the average new Tyre mileage of the same Brand of Tyre for the last five years subject to the condition that the performance evaluation of a minimum 50 tyres should have been done during this five year period. However the Corporation reserves the right to reject any offer without citing any reasons, if it is not in the best interest of the public.

h. **If the L2 bidder in terms of Cost per Kilometer (CPKM) agree to match the L1 price in terms of CPKM, the L2 bidder shall be considered for the purchase of Tubeless tyre and the ratio of purchase between L1 and L2 bidder shall be 60:40 respectively.**

i. The Corporation reserves the right to reject any offer without citing any reasons, if it is not in the best interest of the public.

3. **PRE QUALIFICATION CRITERIA**

a. The bidder shall be a manufacturer of Tyre in India.

b. The tyre manufactures should have valid BIS certification as per IS : 15636 : 2012.

c. The bidder should have GST registration.

d. Firms who have supplied at least 50 Nos. of 295/80 R 22.5 Tubless tyres during the last 5 years to KSRTC and the tyre brands whose performance have been assessed in the last 5 years will be considered for this purchase.

4. **General Conditions of the contract**

a. Tyre manufacturers are eligible to participate in the tender. However the manufacturer can participate through their Authorized Distributor/ Dealer. In such cases, the manufacturer shall give authorization in the prescribed format as in **Annexure- A**. The Purchase order shall be issued only to the tyre manufacturer and the tyre manufacturer shall have to enter into agreement and furnish security deposit and offer warranty and fulfil all the tender terms and conditions.

b. 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.

c. Firms who have been blacklisted by the Central Government/ any State Government /any State Transport Undertaking will not be considered.

d. The details such as name of manufacturer, make/brand etc. should be provided in the tender.

e. The bidder should specify warranty period.

f. The rates quoted should be for one unit of item (one Tyre) for door delivery (including unloading charge) at destination at Chief Stores, Pappanamcode, Thiruvananthapuram and Regional Chief Store at Aluva & Edappal and should be firm for 210 days from the date of offer. If the rate is not firm for 210 days, the offer will liable to be rejected. Tenders received after the due date and time will not be considered.

g. 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. Tyre manufacturers shall upload the copy of the manufacturing license. In the case of authorised dealer, they should upload **Annexure – A** duly filled and signed.

b. Bidder shall upload the copy of valid BIS certification as per IS : 15636 : 2012 for the offered make and brand of tyre in the tender.

c. Copy of the Registration Certificate for GST should be uploaded.

d. The bidder should upload the scanned copy of supply details of minimum 50 Tyres of quoted Make and Brand of during the last 5 years.

e. This Notice Inviting Tender (all pages) duly filled signed and stamped by the bidder should be scanned and uploaded.

f. Scanned copy of the details of warranty offered by the manufacturer with **Make and Brand** duly signed and stamped by the bidder with full address and date 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.

g. Scanned copy of the **General Terms and Conditions** duly signed and stamped by the Bidder with full address and date should be uploaded.

h. Bidders should upload scanned copy of the 'Certificate' as per Annexure B duly signed and stamped by the Tenderer with full address and date

i. 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.

6. **Instructions for submitting Financial bid :-**

a. The bidders should furnish the basic rate for 1 No. of the item, discount, GST separately. The rates shall be submitted in BOQ portion of the corresponding Tender published in website www.etenders.kerala.gov.in. The rate quoted should be for one unit of the item ie (one Tyre) for door delivery at KSRTC, Chief Store, Pappanamcode, Thiruvananthapuram (Dist.), Regional Workshop – Aluva and Edappal.

b. Any conditional quantity / volume / Cash Discount or any other discount will not be considered except BOQ price. So please submit the best price in BOQ only.

c. 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.

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. The bidder should fulfil their obligation to pay such of the taxes payable to the Central Government / State Government or any local authority, as specified in the Bidding document.

e. The quantity of item may increase or decrease. The tolerance limit shall not be more than plus / minus fifteen percent (± 15%) as per the provisions of Kerala Store Purchase Manual.

7. TENDER PROCESS:

The tender evaluation will be undertaken in three 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 submitted 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 is 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 concerned committee 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.

8. **Selection of suppliers:**

The bidders qualified in the Round -2 evaluation shall be considered for the purchase of tyre as mentioned below.

Selection of suppliers will not be based on the mere price of the item quoted. It will be based on the Cost Per Kilometer (CPKM) of each Brand of Tyre. CPKM will be calculated by dividing the landed cost of one Tyre by the average new Tyre mileage of the same Brand of Tyre for the last five years subject to the condition that the performance evaluation of a minimum 50 tyres should have been done during this five year period. However the Corporation reserves the right to reject any offer without citing any reasons, if it is not in the best interest of the public.

If the L2 bidder in terms of Cost per Kilometer (CPKM) agree to match the L1 price in terms of CPKM, the L2 bidder shall be considered for the purchase of Tyre, Tube and Flap and the ratio of purchase between L1 and L2 bidder shall be 60:40 respectively.

The Corporation reserves the right to reject any offer without citing any reasons, if it is not in the best interest of the public.

9. **Opening of Financial Bid: -** The BOQ/PRICE Bid of those bidders, who have uploaded all documents satisfactorily as per Clause No. 5 of NIT, shall only be opened for further consideration. Those bidders who do not upload any one of the document as per Clause No. 5 of NIT, their financial bid will not be opened.
10. Payment:- Payment within 30 days from the date of satisfactory receipt of the items at destinations specified in the Purchase Order.
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 (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. The Security Deposit of unsuccessful Bidders be refunded after final acceptance of the successful Bid and issue of purchase order /signing of Contract Agreement, submission of Security Deposit and starting supplies by the successful bidder.

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 as per Kerala Stores Purchase Manual. The agreement has to executed in the prescribed form issued from KSRTC, (the Agreement format available in our website : www.keralartc.com) 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. The Chairman & 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.
20. The decisions of the Chairman & Managing Director, KSRTC will be final and legally binding in these tender proceedings.
21. 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.
22. **GENERAL INSTRUCTIONS TO BIDDERS**

a) Tender shall be made in English. The bidder shall submit the bids electronically through e-procurement portal (Web site : www.etenders.kerala.gov.in). The bids is invited in two stage bidding system i.e. pre-qualification (Technical) and Commercial bid (BOQ)separately. All the technical bid documents along with all types of bid fees (Tender Fee & EMD) should be uploaded only in e-procurement portal. No hard copy of technical bid documents will be accepted.

b) 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.

c) 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

d) 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 in the e- tender portal 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.

e. 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.

f. Bidders are advised to note the Tender ID and Tender No. & Date for future reference.

g. 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.

h. 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.

23. 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.

24. 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

25. The selected Bidder shall not be entitled to seek any deviation in the Agreement.

26. Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.

27. Conditional tenders will be summarily rejected.

For Tender Inviting Authority

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

Signature of bidder:

Name of bidder:

Address of bidder:
Telephone No. of bidder:
Mobile No. of bidder:

KERALA STATE ROAD TRANSPORT CORPORATION
TERMS AND CONDITIONS
SUPPLY OF 295/80 R 22.5 TUBELESS TYRE

TENDER No.S001–SRA01/59/2026–Store KSRTC – HQ **DATE : 10.09.2026**

1. The rate quoted must be for the Unit noted in the tender form. The price quoted should be in such a way that the end rate could be calculated easily for the supply of item of **Chief Stores, KSRTC, Pappanamcode, Thiruvananthapuram, Regional Workshop – Aluva and Edappal**. Any loss damage etc. while on transit should be borne by the suppliers.
2. The articles are to be similar, in all respects according to the specifications shown in tender notice and shall be subject to the approval of the Chairman & Managing Director.
3. The Chairman & Managing Director, KSRTC does not bind himself to accept the lowest or any offer and reserves the right to select one or more from the offers made as considered expedient.
4. The quantities noted in the tender form are approximate only. The Corporation reserves the right to reduce or increase the quantity at the time of placing the orders and will be paid at the rate agreed in the quotation.
5. All orders placed by the Corporation are to be executed within the time limit specified. In the event of accepting the contract, any failure to supply the item on or before the specified date or in the event of the supplies being rejected, the orders are liable to be cancelled.
6. In case the supply is not made within the stipulated time and as per the P.O. conditions, the Corporation will cancel the order and procure the item from any other source at the risk and cost of contractor. The KSRTC may deduct the difference in rate between the order rate and the rate actually paid for from the supplier's bill or from any money that may be due or become due to them or by initiating legal steps including revenue recovery.
7. The Chairman & Managing Director, KSRTC may reject any or all the supplies made which he consider not suitable for the purpose for which they are ordered for or because they are of inferior quality or not up to or in accordance with the specifications shown in the Tender Notice and his opinion in the matter will be final and not liable to be questioned by the firm or any one on his behalf. Rejected articles should be taken back by the Contractor at his own cost.
8. The successful bidder has to execute an agreement as per the Kerala Store Purchase Manual after furnishing Security Deposit @5% of total cost.
9. 100% payment within 30 days from the date of satisfactory receipt of the items at destinations specified in the Purchase Order. .
10. **This form should be signed, sealed and returned to this office along with the tender form as token of acceptance.**

Accepted the above conditions.

Place:
Date :

SIGNATURE AND SEAL OF THE TENDERER
WITH FULL ADDRESS AND DATE

Annexure A

(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 bid as per the NIT terms and conditions.

We hereby extend full warranty for the Tyre, Tube, Flap offered for supply against the said NIT and we will sign the agreement and furnish the security deposit and also execute the supply 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 -B

C E R T I F I C A T E

This is to certify that we agree that the rate quoted for following item as per **TENDER No.S001–SRA01/59/2026–Store KSRTC – HQ** dtd: **10.09.2026** will be firm for **210 days** from the date of this certificate.

295/80 R 22.5 TUBELESS TYRE : 2500 Nos.

We also agree to execute an agreement in Indian stamp paper worth Rs 2**00**/- and furnish Security deposit equivalent to 5% as per provisions of Kerala Stores Purchase Manual.

We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Documents and offer to supply in accordance with the specification.

Place:
Date :

Signature with Name, Address & Seal of Tenderer

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 this ……..Day 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 th 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 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.

(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)

Digitally signed by RENJITHKUMAR R
Date: 2026.09.10 17:24:26 IST
Location: Kerala-KL