

KERALA IRRIGATION INFRA STRUCTURE DEVELOPMENT

CORPORATION Ltd.

(A Government of Kerala Undertaking)

STANDARD CONDITIONS OF CONTRACT

TENDER NO. KIIDC/ SUPPLY/ 1 / 2017-18

Tender for Supply of food grade chemicals complying BIS standard as per list for Packaged Drinking Water Bottling Plant at Malankara,Muttam,

Idukki District (Kerala)

(Tender will be two part bid- Part-A Technical & commercial bid and Part-B financial bid)

Technical&Commercial bid – Part A: This shall form the basis of ascertaining the capability/Technical credentials of the tenderer and also the acceptability/suitability of the chemicals offered as per tender specs by him in terms of the Structural/technical and quality parameters. The Industry Standard, financial capability, technical /infrastructural capability, previous supply feed backs and our quality parameters will be followed for pre-qualifying the tenderer. However the purchaser reserves the right to set higher standards for these parameters. The purchaser reserves the right to inspect the infrastructure facilities owned by the bidder, if required. The tenderer/bidder shall provide a satisfactory documentary evidence to substantiate the PQ criteria. The bidder shall provide brochures for technical evaluation/ascertain our suitability of the chemicals offered.

Rates

- 1 The tenderers shall quote ex-works unit rates on the right column of the list (Part B bid) excluding taxes/duties/octroi, if any and freight charge, which shall be paid extra by the Purchaser. The bidder shall mention separately in the tender schedule the prevailing rate of taxes & duties, octroi/entry tax etc, if any, as applicable on the date of opening of tender. The offers with ex-works rates quoted inclusive of all the above are likely to be rejected. Any change in tax/duties or any additional tax/duties imposed subsequently will be worked out and the total unit rate will be modified suitably. However, KIIDC will work out the Landed cost at our plant at thodupuzha for comparison of technically/commercially accepted bidders.
- 2 The rates finalized against this tender shall be valid for a period of one (1) year from

the date as will be mentioned in the letter of acceptance. The purchaser reserves the right to defer deliveries (i.e. slowdown the supplies) and enhance delivery period up to 3 months beyond the due date of delivery on the same rates, terms and conditions.

- 4 Entry Tax, if any applicable, in the State where material has to be supplied, shall be borne by KIIDC and shall be considered for evaluation purpose.
- 5 The Purchaser may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder

Validity:

- 1 The submission of any offer connected with these specifications and documents shall constitute an undertaking that the tenderer shall have no cause for and claim, against the purchaser for rejection of the offer. The purchaser shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the purchaser.
- 2 The offer shall be kept valid for acceptance for a minimum period of 90 (ninety) days from the date set for opening of tender.
- 3 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the purchaser to the tenderer. While the offers are under such consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the purchaser by any means. If necessary, the purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.
4. The purchaser reserves the right to split quantities/items among more than one supplier on account of credentials, technical capability/suitability, past performance or any other evaluation criteria in order to maintain uninterrupted supplies. .

Contract

1. This contract is for the supply of the stores of the description, specifications, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.
2. Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract incorporated in a formal instrument (Supplementary Agreement) or in exchange of letters and signed by the parties.
3. The invalidity, illegality or unenforceability of any provision of this Contract shall not affect or impact the continuation in force of the remainder of this agreement.
4. Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party in any way or for any purpose.
5. Each party shall undertake with the other to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of the Contract/ Agreement.

Breach of Contract:

1. Any breach of the terms and conditions mentioned in the tender document by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the committing of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation.
2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Contractor.

Indemnity

1. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs

or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

Risk in the Stores

1. The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery or the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee.

Security Deposit

1. Unless otherwise agreed between the Purchaser and Contractor, the Contractor shall, after written notices of acceptance of the tender has been posted to the Contractor, deposit with KIIDC on line to KIIDC a/c a sum equal to 5% of the total value of the stores detailed in the contract for which the tender has been accepted, subject to a maximum of 10,00,000/- (Rupees Ten Lakh Only) as a security for the due fulfillment of the contract. No interest will be payable on the Security Deposit. Alternatively, A/c payee Demand Draft in favour of "Kerala Irrigation Infrastructure Development Corporation" drawn on any Indian scheduled commercial bank payable at Thiruvananthapuram is also acceptable.
2. If the Contractor, having been called upon by the Purchaser to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser-
 - (a) to recover from the Contractor the amount of such security deposit by deducting the amount from the bills of the Contractor of the Contract or pending bills of the Contractor under any other contract with the Purchaser, or
 - (b) to cancel the contract or any part thereof and to purchase of the stores at the risk and cost of the Contactor.
3. No claim shall lie against the Purchaser in respect of interest on Security Deposit or depreciation thereof.
4. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the

Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

Execution of Contract (Delivery, Acceptance and Rejection etc.)

1. The Contractor shall as may be required by the Purchaser either deliver free or FOR or CIF at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the inspecting officer as provided in the contract.
2. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.
3. Consignor's Right of Rejection-Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignments thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the Terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.
4. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose or dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

5. No stores shall be deliverable to the consignee's depots on Sundays and public holidays without the written permission of the consignee.

Time for and Date of Delivery the Essence of the Contract:

1. The time and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended. The delivery shall be staggered basis which will be arrived mutually on placement of order, either monthly or quarterly.
2. The Purchaser shall be entitled at any time to increase the approximate total quantities of each description of stores shown in the said contract by not more than 30 percent and will give reasonable notice in writing of any such increase to the Contractor. The purchaser also reserves the right to stop taking supply of any item of this contract or reduce its quantity to any extent during the currency of this contract without assigning any reasons.

Quality & Rejections

1. Each supply should be according to the specification as mentioned in the tender form.
2. As cent percent inspection is not possible or practicable at the time of supply, the contractor shall replace the material at his own cost, defective material if found afterwards on opening seals. If the same are not replaced in the reasonable time, the cost thereof will be recovered from contractors' subsequent bills. The chemicals shall have a minimum shelf life of 6months.

Inspection By Purchaser For Quality:

The purchaser shall have the power:

- (i) to certify any materials or part thereof of submitted for inspection that they are not in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) to reject any materials submitted as not being in accordance with the particulars.
- (iii) to reject the whole of the installment, if after inspection of such portion thereof as he may in his decision think fit, he is satisfied that the same is unsatisfactory.

The inspecting Officer's decision as regards to the rejection shall be final and binding on the Contractor.

The Purchaser reserves the right to inspect the materials to be dispatched / in Transit / already delivered at any time and at anywhere. The purchaser also has rights to inspect the raw materials used for manufacturing, process of manufacturing, quality policy fixed and testing facilities for the product to be supplied by the contractor at the contractor's premises.

Cost of Test:

The contractor is liable to pay for any special Test done at an external agency on the product

supplied, if the purchaser feels any quality issue.

Consequence of Rejection:

If on the stores being rejected by the Inspecting Officer or interim Consignee or Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to-

- (i) ask the contractor to replace the rejected stores forthwith but in any event not later than a period of 10 days from the date of intimation of rejection and the contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or
- (ii) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk & cost and without affecting the Contractor's liability as regards the supply of any further installment due under the contract, or
- (iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor.
- (iv) Where under the contract the price payable is fixed for dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

Removal of Rejected stores:

On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 10 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course or ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this

behalf shall be final in all respects. Provided further that where the price or part there of has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and retain the sale proceeds.

Warranty/Guarantee:

- a. The Contractor hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contracts specifications, drawing or sample, if any and shall, if operable, operate properly.
- b. The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment therefore made by the Purchaser.
- c. If, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Contractors risk. If the Contractor so desires, the rejected goods may be taken over by him or his agents for disposal in such manner as he may deem fit within a period of 10 days from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of

Contract relating to the 'rejection of stores' and 'failure and termination' shall apply.

- d. The Contractor shall, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

Octroi:

The octroi duty, if any, should be borne by the contractor.

Examination of Drawing, Specifications.-

When tenders are called for in accordance with a drawing, specifications or other particulars of the tender to supply in accordance with such drawing, specifications or other particulars shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or sealed pattern be considered.

FAILURE AND TERMINATION.

If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights-

- (a) recover from the Contractor as agreed by way of penalty a sum equivalent to 1/2 percent per week or part thereof of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% of total contract value, or
- (b) cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in, the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the Contractor. It

shall, however, be in the discretion of the purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Force Majeure:

Neither party shall be liable for failure to perform or delay in performing any obligation under this contract if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least 30 days, the party not subject to force majeure shall be entitled to terminate the contract by notice in writing to the other.

Subletting and Assignment:

The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein benefit or advantage thereof in any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

Change in a firm:

- (a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- (c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgment due.

- (d) Consequence of breach-Should a partner in the Contractor firm or the Contractor should commit a breach of the conditions of this Clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor.
- (e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contractor.

Where the contract is terminated due to any default on the part of the Contractor, the Contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Purchaser and the decision of the Purchaser in that behalf shall be final and binding on the Contractor.

Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchase till the claim arising out of or under the contract is determined by the competent court.

Lien in respect of Claims in other Contracts-Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser against any claim of the Purchaser in respect of payment of a sum of money arising out of under any other contract made by the Contractor with the Purchaser.

Only the courts in Thiruvananthapuram, Kerala shall have the Jurisdiction over any dispute, if arised.

PENALTY

The contractor shall be liable to pay such penalty as the purchaser may inflict for complaints against the contractor; which in their opinion are bonafide and substantiated. A maximum fine of **Rs. 1000/-** may be imposed in each case.

EVENTS OF DEFAULT

In the event of any breach of the said terms and conditions of the Contract, the purchaser shall be entitled to forfeit the whole or the part of the security deposit besides terminating or revoking the contract.

KI IDC may initiate process for termination of Contract in the following event of default:

- (a) Breach of any of the terms or conditions or obligation of Contract on part of contractor / his employees / agents.
- (b) Any major material alteration in the agreed upon specification of the product to be supplied without the authorization of the purchaser and / or competent authority.
- (c) The purchaser at their discretion may call for any record to satisfy themselves regarding supply of material to the purchaser. The contractor shall provide every help/document related to the purchaser, failing which it may amount to breach of condition of the contract.
- (d) The contractor being adjudged bankrupt/insolvent or a trustee/receiver being appointed on the contractor.
- (e) Repudiation of agreement by contractor or otherwise evidence of intention not to be bound by the agreement.
- (f) Persistent closure of business by contractor /Sub- contractor for consecutive 45 days or more in any business year.
- (g) Failure to adhere to any of the due dates for supply specified by the concerned Unit.
- (h) The purchaser at their discretion may call for any record to satisfy them regarding the supply and contractor will provide every help failing which it may amount to breach of condition of the Contract.

CONSEQUENCES OF DEFAULT

If the contractor shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the contractor, then it shall be lawful for the purchaser any time thereafter to terminate the Contract agreement and forfeit the Security Deposit. However, in such cases, the purchaser having given to the contractor prior notice in writing to remedy or make good such breach and in spite of such notice the contractor has failed to remedy the breach, the purchaser has the liberty to terminate the contract. Upon termination of this

Contract agreement as aforesaid, the contractor shall take away its entire belongings if any lying at the purchaser premises within a given time frame

MISCELLANEOUS

Successful parties would be given maximum upto fifteen (15) days time from the date of issue of the letter of award of contract, for payment of the Security Deposit and to convey his acceptance of award of contract. In case contractor fails to accept the offer of award of contract, his EMD shall be forfeited by KIIDC. The manufacturer shall be debarred from participating in the future tender of KIIDC for a period of one year or more as will be decided by the Purchaser.

Till the formal agreement is signed between contractor and the purchaser, this tender document will form a binding agreement with KIIDC. The terms & conditions of the tender document will be binding on both the parties.

The Contractor shall maintain full records pertaining to supply of material to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to the purchaser.

Law Governing the contract:

- 1) This contract shall be governed by the laws of India for the time being in force.
- 2) Irrespective of the place of delivery, the place of performance or place of payment under the contract; the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall apply to the contract for the supply of food grade chemicals complying BIS standards for Packaged Drinking Water bottling plant. The supplier shall ensure quality product from manufacturers of the brands approved by KIIDC which is mentioned in the tender document. The Standard Conditions of Contract (for supply of materials or stores) shall apply except for the provisions mentioned herein. Where they differ from the Standard Conditions, the Special Conditions shall override the Standard Conditions.

1. The supply of chemicals should be strictly as per the technical specifications & the quantities mentioned in the tender schedule. The Dispatch schedule shall be decided by KIIDC after mutual discussion and as modified, if required, from time to time by the Purchaser. The rates, terms and conditions as offered in the tender shall be accepted through the Letter of Acceptance.
2. The validity of the Contract would be for a period of one year from the date as will be mentioned in the letter of acceptance. Purchaser reserves the right to extend the Contract for a further period of 4 months on the same rates, terms and conditions.
5. Purchaser reserves the right to increase the quantity upto 30% of the tendered quantity within the period of validity of the contract and on the same rates, terms & conditions. The purchaser also reserves the right to stop taking supply of any item of this contract or reduce its quantity to any extent during the currency of this contract without assigning any reasons.
6. The Purchaser shall issue Delivery Orders based on the requirement at the plants, for monthly/quarterly supply in advance. The quantities mentioned in the Tender Schedule are only approximate and are likely to vary. Transit insurance has to be arranged by the Contractor. It may be noted, the quantity supplied should not be in excess of the ordered quantity. The acceptance of the excess quantity shall be vested with the purchaser. Initially KIIDC may ask for a trial supply of chemicals which is to assess the quality & suitability of chemicals.
7. **Packing:** It is the responsibility of the supplier to deliver the chemicals in safe & proper method. The packing should be sufficient to protect any damage to bottles/bags during loading, transit or unloading. The supplier shall ensure that the packing shall be safe for storage for a long period according to shelf life. The damaged/broken packings will be rejected on visual inspection initially and should be immediately replaced by the supplier.

Packaging should be labeled on the outside with the following information for identification of the chemicals.

- a. Supplier name
- b. Quantity in each pack.
- c. Name of the Consignee
- d. Date of Production
- e. Time/Shift of production.
- f. Batch No.

8 **Inspection:** Inspection/quality test report shall be enclosed with each supply. Inspection will be done by the Consignees at the plant premises at Thodupuzha and the acceptance of the supply by the purchaser will be based on the acceptance report and receipt certification by the Plant Manager. The lot size and sampling method to be employed and tolerance shall be decided by Purchaser at the time of signing of the Agreement. The Rejections would be dealt with in the manner set forth in the Standard Conditions.

9. **For inspection,** test certificate containing grade & standard, manufacturer's details, batch no & date of manufacturing of the chemical supplied and approval of BIS for the chemical as food grade etc shall be submitted along with each supply. The test certificate shall be in original or copy duly signed by the manufacturer in original indicating all the above details.

10. **Payment Terms:** Full payment will be made to the account of the contractor online within 7 days against invoices subject to receipt & acceptance report of materials as per clause 8 of the special conditions of contract. No advance payment will be allowed under any circumstances.

11. **Option for Variation of Quantities of Order:** During the currency of the contract, Purchaser at its sole discretion, reserves the right to vary the contract quantity by +/- 30% without any change in any Terms and Conditions of the initial orders.

Note:-

1. KIIDC reserve the right to inspect plant/factory, office etc or through any other agency as notified by KIIDC.
2. "Financial Bid ", will be opened only after short listing the bidders on the basis of "Part - A".
3. KIIDC reserves the right to cancel the Tender process at any time without assigning any reasons.

I / We do hereby declare that to the best of my/our knowledge and belief, the information given in the above Technical Offer and the annexures and documents accompanying it are correct, complete and truly stated and also that we shall be bound by the acts of my/ our duly constituted attorney.

I/We hereby understand that the submission of offers/ bids does not guarantee award of tender. I/We further understand that in case of any information submitted by me/ us being found to be incorrect either before or even after the award of tender, KIIDC will have the right to summarily reject the bid, cancel the tender or revoke the same at any time without assigning any reason whatsoever.

Date:

(Signature of the bidder)

Name

SEAL

Address:

OFFER FORM - TECHNICAL BID PART - A

To,

The Managing Director,

Kerala Irrigation Infrastructure Development Corporation Limited,

Vasanth Vihar Gardens, Kumarapuram,

Medical College P O, Thiruvananthapuram- 695011

Ref: Tender No. KIIDC / Supply / 1 / 2017-18

Sir,

1. I/We hereby **submit** our **bid** for supply of food grade chemicals as per specification and terms & conditions etc as mentioned in the tender document at the rates as indicated in the Tender Schedule enclosed.
2. I/We hereby confirm that we have paid EMD of Rs 2000/- online to KIIDC account/ attached herewith DD, as the case may be.
3. I/We **agreed** to keep our offer valid for 90 days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the items in accordance with the tender, notwithstanding that a formal contract may be signed at a later date.
4. I/We **understood and agreed** that the purchaser is at liberty to accept *whole* or *part* of the quantity and to *increase* or *decrease* the quantity so ordered as per the special conditions of contract and we undertake to supply the quantity at the plant site so ordered at the **quoted price** within the validity period of the contract.
5. We are the manufacturer/authorized suppliers/sub suppliers,(strike which ever is not applicable) of chemicals of the make/brands mentioned in the PQ which is as per the list and it is manufactured in India/imported.
6. If imported, the manufacturers name and BIS approval shall be provided for approval.
7. We are satisfying the pre-qualification criteria and attached necessary documents.

Yours faithfully,

**(Signature of Tenderer or
Authorized Representative). For
and on behalf of M/s**

SEAL