

KERALA IRRIGATION INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED,
THIRUVANANTHAPURAM

(A Government of Kerala Undertaking)

No: [KIIDC/222/2024-FO](#)

Dated: 19.12.2024

Mobile: 9847064051
6282496412

**THE SENIOR GENERAL MANAGER
KERALA IRRIGATION INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED
HILLY AQUA CORPORATE OFFICE,
T.C. 24/2013 (4), Devaswom Board Jn,
YMR Road, Kowdiar P.O.
Thiruvananthapuram 695 003**

**CALL LETTER FOR DEALERSHIP OF “BIOPREFORM MAKE HILLY
AQUA” 1 LITRE PACKAGED DRINKLING WATER**

Sealed tenders are invited from reputed Firms/Organizations/Individuals for the selection of a Dealer/Distributor for distribution of Bio preform make 1 liter packaged Drinking Water Bottle for all districts of Kerala State. The packaged drinking water Plant of the KERALA IRRIGATION INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED is an ISO certified company, located at Thodupuzha in Idukki/Aruvikkara in Thiruvananthapuram Districts, Kerala State. The envelope containing the tender should be super scribed “Call Letter for Dealership of Hilly Aqua Bottled Water” and addressed to the Senior General Manager, HILLY AQUA CORPORATE OFFICE, KERALA IRRIGATION INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED T.C. 24/2013 (4), Devaswom Board Jn, YMR Road, Kowdiar P.O., Thiruvananthapuram 695 003.

Last date of Submission of Tender	: 30.12.2024 up to 03.00 PM
Opening date of Technical Bid	: 31.12.2024 at 04.00 PM
Date/Time opening of financial Bid	: After completion Technical Bid

- **Earnest Money = Rs. 10,000/-**
- **Tendering Fee = Rs. 2950/-**
- **Minimum area of godown space= 100 Sq.ft**
- **Minimum Quantity of 1 Liter bottle required to be lifted per week =12,000 bottles per week**

The Godown space indicated is the minimum for the minimum offtake. There shall be a proportionate increase in the area of godown space at the rate of 1m² for 100 bottles for increase in the offtake over and above the minimum prescribed.

Tender forms along with Application forms can be downloaded from KIIDC Website www.kiidc.kerala.gov.in and submit the document along with Demand Draft of stipulated Tender fee in drawn in favour of MD, Kerala Irrigation Infrastructure Development Corporation Ltd payable at Thiruvananthapuram. The tender fee so submitted is nonrefundable.

1-liter Biopreform make packaged drinking water bottle branded “Hilly Aqua” will be available at the rate of Rs.22/- including GST per bottle and price is ex-factory price and sell the same through retailers or other agencies at prices not exceeding Rs. 30/- per bottle (MRP).. The loading from the factory shall be borne by the company. Unloading to the retailers shall be borne by the bidder.

The tenderers will submit the tender documents in three cover systems as superscribed "A", "B" & "C" separately. The bid "A" will be a technical bid and shall contain all documents mentioned in eligibility criteria along with Demand Draft for the requisition amount of EMD and Tender fee in favor of MD, KIIDC payable at Thiruvananthapuram. The bid "B" shall contain the number of packaged drinking bottles the bidder assures to lift per week from the factory premises on day-to-day basis. Only the tenderers who qualify the technical bid as per criteria stipulated will be eligible to participate in the second bid. Unsealed covers will not be entertained. Bidder shall submit a third cover "C" where in the bidder shall submit his willingness to accept increase in production cost as and when informed by KIIDC

REQUEST FOR PROPOSAL FOR SELECTION OF DISTRIBUTOR FOR
DISTRIBUTION, MARKETING & SELLING OF
**THE 'HILLY AQUA' BIO PREFORM MAKE BOTTLED DRINKING WATER
BOTTLE (1 LITRE).**

Brief on Project

Many areas in Kerala are at the tail end of water distribution system and hence there has been water scarcity in such areas. Even in planned areas, there is a huge demand for packaged drinking water, especially in various Govt. / Private Offices, Hotels, shopping malls, Commercial Establishments etc.

In order to meet the increasing demand for packaged drinking water, KIIDC is installed a state of art Bottling Plant at Thodupuzha, Idukki and Aruvikkara in Thiruvananthapuram for processing & packaging of drinking water in various capacities.

Water is being treated as per the latest BIS norms IS 14543(2016) for Packaged Drinking Water, before filling in the container 1 liter, 2litre,500ml, and 20 Liter jars Thus, in terms of quality, the Hilly Aqua Brand is far superior to other packaged Water Brands.

A Notification Inviting Tender (NIT) is published through KIIDC Website for the selection of Distributor.

- to handle complete distribution, marketing and selling of 1litreBiopreform make packed Drinking Water in all the Districts in the State of Kerala.

The prospective distributors can be individuals / proprietary / partnership / Limited Companies / Joint Ventures. If the Dealer/Distributor is a Joint Venture then Joint Venture can be between any individual / firm / company (total two only) who are joining hands to handle the Distribution and Marketing of the venture. In the case of JV then all the parties to the JV shall be jointly and severally responsible for the performance of the Agreement with KIIDC. The notarized Joint Venture agreement so made shall be intimated to KIIDC with original documents of such venture and shall be operational only after the JV is approved by KIIDC.

The prospective bidder shall possess required godown space as specified above in the respective areas where the distribution is offered for being eligible to participate in the bidding process under “B”. The details of godown available with the Dealer/Distributor shall be filled under cover “A”.

A minimum of seven days stock space is expected from the dealers. The godown space shall be located in the regions in which the product is proposed to be distributed. The space can be in one place or located separately.

If the godown space is self-owned, then Dealer/Distributor shall produce attested copies of ownership of property and building. The dealer/distributor shall also produce an undertaking that he / she shall not transfer the ownership of the property for the next 5 years without the concurrence of KIIDC, if the distribution is allotted to him.

If the Godown space is rented / leased, then the Dealer/Distributor shall produce attested copies of rent deed / lease deed of property and building. Rent period / lease period shall be for a minimum period of 11 months from the date of opening of the tender as notified by KIIDC.

The applicants must familiarize themselves with the local conditions of respective zones, water scarcity areas and take them into account in preparing their proposals. To obtain first-hand information on the project and on the local conditions, the applicant is encouraged to visit the bottling plant at Thodupuzha in Idukki / Aruvikkara in Thiruvananthapuram before submitting proposals. No financial claims for such visits and for collection of information shall be reimbursable.

For any other additional information, the applicant may make a request in writing to the Managing Director, KIIDC who will provide the same to the best of his ability. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the applicant to send the complete proposals by the deadline indicated above. No claim of such visits and/ or collection of data shall be entertained by **KIIDC**.

KIIDC reserves the right to reject any or all of the proposals without assigning any reason or cause. No claims, in whatsoever form, from any agency, shall be entertained for such rejection of proposals.

Terms of Reference (TOR)

A. SERVICE AND OBLIGATION OF DEALER/DISTRIBUTOR

The Dealer/Distributor will be responsible for the following: -

1.
 - a. Distribution & Marketing of Hilly Aqua Brand Bio preform make packaged drinking bottle of 1litre in various areas of Kerala, from the factory at Thodupuzha in Idukki/Aruvikkara in Thiruvananthapuram at the price as fixed by KIIDC. KIIDC will intimate to the Authorized Dealer/Distributor the maximum prices at which the Authorized Dealer/Distributor shall sell Hilly Aqua bottled drinking water. The Authorized Dealer/Distributor shall however, be free to charge prices lower than the maximum prices intimated by KIIDC.
 - b. Selling of the “Hilly Aqua” through the Vending Machine installed by KIIDC in the distribution area of the Dealer/Distributor.
 - c. All expenses of any Distribution Center opened by the Dealer/Distributor will be borne by Dealer/Distributor.
 - d. The expiry period of packaged drinking water will be 3 months from the date of packaging. Expired bottles will have to be replaced by the Dealer/Distributor, and KIIDC shall not be responsible to replace the same.
 - e. The Dealer/Distributor shall be at liberty to appoint Sub Dealers within his Specified territory with the prior written consent of KIIDC. The Dealer/Distributor shall be solely responsible to ensure that the Sub Dealers conform with all the rights and the liabilities that have been conferred on the Distributor by KIIDC in terms of his / her Agreement.
 - f. The Authorized Dealership / Distributorship is given on a non-exclusive basis. KIIDC reserves the right to market and sell its Hilly Aqua bottled drinking water directly in the territory of the Authorized Dealer/Distributors in the territory of the appointed Authorized Dealer /Distributor, who shall have no objection to the same.
2. The Dealer/Distributor will be free to open more distribution center at his own cost and sell the 'Hilly Aqua' Brand of Packed Drinking Water from such centers.
3. Dealer/Distributor can sell the packed Drinking Water only at or less than the MRP fixed by KIIDC.

4. The Authorized Dealer/Distributor should have a Current Account in any Scheduled Bank, Income Tax PAN, TAN, and GST Registration & all other such Registrations as may be necessary.
5. Any person who has been convicted under any law or against whom charges have been framed by any Court of law in India for any criminal offence or against whom any criminal proceedings are pending in any Court in India involving moral triplicate shall not be eligible to apply. An affidavit in this regard shall be furnished by the applicant duly attested.
6. A person/ firm selected as Dealer/Distributor will have to execute an Agreement as per the terms & conditions of KIIDC. To deal with any unforeseen situation not specified in the document, the matter would be decided by KIIDC in consultation with the Dealer/Distributor.
7. The Dealer/Distributor will have to undertake in addition to the Agreement on a Non-judiciary Stamp paper of Rs. 500/- that:
 - a. It will abide by all policies of the KIIDC.
 - b. It will not assign or purport to assign the benefit or agreement.
 - c. It will not sell for resale outside authorized territory.
 - d. It will not use the name or trademark of KIIDC for its own purpose.
8. No addition/deletion/alteration will be permitted in the Request for proposal form. In case any information is found incorrect or false, the application is liable to be rejected without information.
9. The Dealer/Distributor shall comply with all mandatory safety precautions required in the project.
10. First three months from the date of agreement is considered as a period of promotion during this period the Authorized Distributor/Dealer should distribute at least 25% of the minimum agreed quantity of product and second month it should be 50% of minimum agreed quantity and the third month it should be 75%. After these periods the Authorized Distributor/Dealer should distribute agreed quantity every month. If the Authorized Distributor/Dealer unable to lift at least 75% of the quantity during three consecutive months the KIIDC will deduct Rs 25000/- from the security deposit. If no quantity is lifted in 3 (three) consecutive months the contract may be terminated by KIIDC without notice and the security deposit will be forfeited.

11. Any damage caused to KIIDC property/machinery during transfer of goods will be the sole liability of the Dealer/Distributor.
12. The liability of any damage or loss in case of death or any injury to any personnel engaged in the distribution shall be the sole responsibility of the Dealer/Distributor and the KIIDC shall not, in any manner be a party to or responsible for such damages or losses.
13. Selection of the Dealer/Distributor shall be made on the basis of the Technical & Financial Standing. Technically qualified bidder only will be eligible for opening of financial bid.
14. The Dealer/Distributor will need to deposit an interest free security deposit as indicated below for respective regions, which shall be refunded after completion of agreement period after deducting liabilities if any due to KIIDC.
15. The Dealer/Distributor will also need to furnish a security of Rs.75,000/- for each for the tenure of contract period.
16. The Dealer/Distributor cannot raise any demand in respect of this distribution in future from KIIDC, which was not mentioned in this document.
17. The Dealer/Distributor shall commence operations within 10 days of the issue of the Work Order after the Agreement has been signed. KIIDC reserves the right to extend the engagement of the Dealer/Distributor for such further period on such Terms & Conditions as the KIIDC may decide.
18. On signing of the Agreement, the Dealer/Distributor shall intimate the name of the Principal Officer who will be acting for and on behalf of the Dealer/Distributor in all its relations and communications with the KIIDC. If there is any change in the Principal Officer, Dealer/Distributor shall immediately intimate such change to the KIIDC.
19. Any dispute arising out of this or touching and/or concerning this agreement shall be subject to jurisdiction of Thiruvananthapuram Courts only.
20. The company chooses to have 2 (Two) distributors per each Taluks.
21. The contract executed will be valid for a period of 5 years from the date of agreement. The agreement may be renewed on mutually agreed terms.
22. Even after becoming an unauthorized distributor of Hilly Aqua, dealing with other company's bottled water should be considered as a Breach of Agreement. weather he/ she attempt to do that the agreement will be void and the security amount will be confiscated.

23. The Distributors are selected based on the criteria followed by the KIIDC. Therefore, the persons interested in getting the right of distribution should give the application of the taluks in which they are to be given preference (give 3 districts as priority basis) according to the order of priority.
24. In the absence of proper distributors, the company has the right to directly distributed to some institutions (Government/ Quasi Government/ Private Institutions). Even if you get distribution rights in these taluks, distribution to these establishments will be done directly by the company.
25. Any or all disputes, controversies and differences arising between the parties hereto out of or in relation to this agreement or any breach there of shall be finally settled by arbitration to be conducted in Thiruvananthapuram by an eligible candidate appointed by the Managing Director, KIIDC.

FORM FOR TECHNICAL BID

To,
The Managing Director,
KIIDC.

Technical Proposal for appointment of Dealer/Distributor to Distribute, Market & Sell the Packed Drinking Water including transportation up to the retailers & other Distribution Centers in the water scarcity areas and other areas, and to maintain at his own cost godowns of sufficient capacity in the area allocated to the Dealer/ Distributor.

1.	Name of the Applicant	:	
2.	Name of the Partners / Directors	:	
3.	Qualification of the Prop. /Partners/ Directors	:	
4.	Name of the Principal Officer with designation	:	
5.	Mobile No. of the Principal Officer	:	
6.	Office Address	:	
7.	Godown Address	:	
8.	Registration No. (if any)	:	
9.	Experience in the same line (if any)	:	

10.	District Preference	:	1st Priority	
			2nd Priority	
			3rdPriority	
11.	Name of Bank and A/C No.	:		
12.	Phone Nos. (Residence & Office)	:		
13.	PAN Number	:		
14.	TAN Number	:		
15.	GST registration Number	:		

16. Enclosures

- (i) An affidavit on stamp paper duly notarized declaring that no charge has been framed by any court of law for any criminal offence against prop. Partners or Directors of the firm / company. Person or persons against charge have been framed by any court of law for any criminal offence could not be eligible for to apply.
- (ii) Proof of Business address.
- (iii) Board Resolution in the case of company and copy of Partnership Deed in case of Partnership Firm.
- (iv) Attested copies of ownership of property and building, if the godown space is self-owned. The Dealer/Distributor shall also produce an undertaking that he / she shall not transfer the ownership of the property for the next 5 years without the concurrence of KIIDC, if the distribution is allotted to him.
- (v) If the Godown space is rented / leased, then the Dealer/Distributor shall produce attested copies of rent deed / lease deed of property and building. Rent period / lease period shall be for a minimum period of 11 months from the date of opening of the tender as notified by KIIDC.
- (vi) Documents regarding the Demand Draft for the requisition amount of EMD and Tender fee in favor of MD, KIIDC payable at Thiruvananthapuram.

It is certified that above information and the enclosure are true & correct in my knowledge & belief.

Yours Faithfully,

(Name & Signature of Applicant)

FORM FOR FINANCIAL BID

To,
The Managing Director,
KIIDC.

I / we hereby inform that we are willing to lift a minimum quantity of 1litre,
_____ Biopreform make packaged drinking water
bottles under the brand name “Hilly Aqua” per week for distribution in the
region _____ (as noted in the call letter) at rate fixed by
KIIDC per bottle. Further I hereby agree to follow all the terms and conditions
specified in the call letter and the agreement annexed herewith.

(Name & Signature of Applicant)

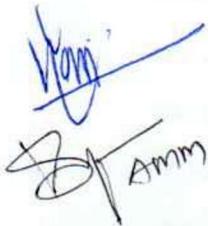
COVER C

FORM FOR ADDITIONAL FINANCIAL BID

To,
The Managing Director,
KIIDC.

I / we hereby inform that we are willing to pay KIIDC an amount in excess of the offered price of Rs.22/- including GST for 1litre for any increase in the production cost incurred by KIIDC by way of increase in the cost of performs purchased by KIIDC for production of packaged drinking water bottle under the brand name 'Hilly Aqua'. Further I hereby agree to follow all the terms and conditions and the charge of price specified in the call letter and the agreement annexed herewith.

(Name & Signature of Applicant)


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