

KERALA STATE TEXTILE CORPORATION LIMITED (Government of Kerala undertaking)

Sasthamangalam

Thiruvananthapuram, Kerala - 695010

BID ENQUIRY DOCUMNET

Setting up of Retail Fuel Outlet (Petrol/Diesel + CNG+ ECS) in the premises in Komalapuram Spinning & Weaving Mills, Alappuzha

[Outlet will run under the management of Komalapuram Spinning & Weaving Mills, by deploying labour by KSWM management - Kerala Government order no. 122/2017/ID dated 23.12.20217]

09 May 2025

KERALA STATE TEXTILE CORPORATION LIMITED

(Government of Kerala undertaking) Sasthamangalam, Thiruvananthapuram, Kerala - 95010

KSTC/Prj./2025-'26/122

02 May 2025

NOTICE INVITING QUOTATIONS

Sealed quotations are invited for "Setting up of Retail Fuel Outlet [Petrol/Diesel + CNG+ ECS] in the premises of Komalapuram Spinning & Weaving Mills (KSWM) a unit of Kerala State Textile Corporation at Komalapuram, Alappuzha", will run under the management of Komalapuram Spinning & Weaving Mills by deploying labour by KSWM management - Kerala Government order no. 122/2017/ID dated 23.12.20217.

The quotations are invited only from the Public Sector Oil Companies.

Note: KSTC reserves the right to cancel this enquiry notice and / or invite a fresh with or without amendments, without liability or any obligation for such request of this tender notice, and without assigning any reason. Information provided at this stage is indicative, and KSTC reserves the right to amend / add further details to this tender notice.

Sd/-

General Manager

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Kerala State Textile Corporation Limited (KSTC) is a Government of Kerala Undertaking, Under Industries department, engaged in the manufacturing of cotton/polyester and blended yarns and fabrics at its units located at different parts of Kerala.

KSTC is interested in setting up of a **Retail Fuel Outlet** (**Petrol/Diesel fuel pump** + **CNG** + **ECS**) in land at Komalapuram Spinning & Weaving Mills at Alappuzha district, on the condition that the **Fuel Station will be run under the management of Komalapuram Spinning & Weaving Mills, by deploying labour by KSWM management, in line with Kerala Government order no. 122/2017/ID dated 23.12.20217. Sealed quotations are invited.**

A. CRITICAL DATES

Sl. No.	Particulars	Date	Time
1	Tender publishing	09.05.2025	03:00 PM
2	Clarification starts	09.05.2025	03:00 PM
3	Clarification end	16.05.2025	05:00 PM
4	Reply to clarification (by email/website)	17.05.2025	02:00 PM
5	Tender submission start	17.05.2025	03:00 PM
6	Tender submission end	17.06.2025	05:00 PM
7	Tender evaluation	18.06.2025	12:00 PM

B. BID COMPONENTS

The sealed quote/ bid should include the following components in fuel company's letterhead under the title "BID DETAILS REQUIRED UNDER CLAUSE B OF TENDER NOTICE" as signed and sealed by the authorized person:

- 1) Area required for the offered facility in cent/acre as against para-B of this tender notice.
- 2) Lease rent offer for the offered land in square feet basis.
- 3) The facilities on free of cost offering by the bidder for Fuel Station as against para-B of this tender notice.
- 4) The commission and any income to KSTC on sales of fuel and lubricants to be detailed.

- The envelope containing the bid/ quotation should be superscribed as "Tender notice no.
 KSTC/Prj./2025-'26/122 dated 02.05.2025 Bid for the Setting up of Fuel station at
 Komalapuram Spinning & Weaving Mills"
- The quotation shall be submitted at the following address adhering above given dates:

M/s. Kerala State Textile Corporation Limited

Annapoorna, Kochar Road

Sasthamangalam

Thiruvananthapuram - 695 010

C. THE DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH BID

- The scanned copy of this Tender inquiry document duly signed and sealed on all pages of as token of acceptance of all points in this tender notice/enquiry.
- Deviations if any from the points in Clause F of this enquiry notice should be clearly mentioned in the DEVIATION STATEMENT (M) of this bid enquiry document without any fail.
- The documents as proof of implementation of fuel stations (similar to KSTC's proposed mode of operation) established within 6 months from the date of initial MoU/ Awarding of work to the fuel company, in last 3 years in Kerala.
- List of Retail Fuel Outlets established in Kerala in Government departments/ Government owned industries/institutions, in last 3 years (including the photos available)

D. SCOPE OF THE SUCCESSFUL BIDDER

Setting up of the entire infrastructure for retail outlet at the allotted land, as per requirement under clause F of this document, install equipment, implement safety measures, obtain necessary approvals and licenses, servicing & repair of the same in the lease period, providing required training, all the above for the entire lease period (20 years) and hand over the ready to operational facility to KSTC to operate.

E. SCOPE OF KSTC

Offering of encumbrance free land on lease rent basis for 20 years to the successful bidder.

Deploy the labour to run the outlet and Operating the outlet.

F. REQUIREMENTS FOR FUEL STATION

Only Public Sector Oil Companies in INDIA can participate in this tender as per Kerala Government Order No: GO. (Ms).No.122/2017/ID Dt: 23/12/2017.

The following facilities to be provided by the successful bidder for the retail outlet at free of cost:

- 1. State of art canopy with LED lighting with RVI
- 2. Minimum 6 nos. of multi-product dispensing units with 4 hoses (min) in each dispensing unit.
- 3. Hose for delivering of premium brand fuel such as Speed/XP-95/Power 95 also has to be provided.
- 4. An underground storage facility for MS and HSD has to be provided. A minimum of 20,000-liter underground storage tank has to be provided for each MS and HSD. A minimum of 10,000-liter underground storage tank has to be provided for the MS premium Brand. Necessary CNG storage facilities required also to be considered.
- 5. Necessary earth work & civil work for tank installation.
- 6. Excavation if required, under the scope of the bidder, by complying all legal formalities.
- 7. All piping works to be done
- 8. Automated outlet with provision for remote handling and monitoring activities
- 9. Quantity and Quality measurement instruments and items as per statutory requirements are to be provided.
- 10.DG for power backup for necessary capacity to operate the entire petrol pump. The service and maintenance of the DG during the entire lease period will be in the scope of the successful bidder
- 11. Inverter to be provided. The installation and maintenance of the inverter during the lease period will be the scope of the successful bidder.
- 12.CCTV for monitoring RO operation. The maintenance of the CCTV during the lease period will be the scope of the successful bidder.

- 13. Necessary Firefighting & Safety equipment and system as per rule.
- 14. Electricity connections including its approval from and all statutory approvals.
- 15. Air compressor and air inflation facility. The maintenance of the air compressor and the air inflation system during the lease period will be in the scope of successful bidder.
- 16. Fire Accident and burglary Insurance for the outlet during the entire lease period is the scope of the successful bidder.
- 17. Portable Mechanical sweeper for driveway. The maintenance of the mechanical sweeper during the lease period will be the scope of the successful bidder.
- 18. Sales office building with minimum 2 rooms with attached toilet facilities.
- 19. Necessary table, chair and other office furniture are to be provided.
- 20. Computer and accessories with network connection requirements are to be provided.
- 21. Toilet facility with facilities for differently abled persons, as per rule to be provided.
- 22. Dressing room for pump operators and other staff Gents -1 No and Ladies 1 No.
- 23. Facility for water supply with all statutory approvals.
- 24. Drinking water cooler with RO facility (Minimum Capacity 100ltr & 2 spouts) with necessary connections.
- 25. Necessary monolith and glow signboards in the road sides up to 500m surrounding the petrol pump on both sides of the road
- 26. Lawn as per land and interlock tiling are to be provided. The maintenance of this during the lease period will be the scope of successful bidder.
- 27. Compound wall separating the KSWM factory premises, if required.
- 28. Display racks
- 29. Automation equipment
- 30. LED Lights
- 31.CC paved driveway
- 32. Lubricant retail dispensing system
- 33. Lubricant sale/stock room
- 34. Nitrogen filling unit.
- 35. Normal Air filling unit.

- **36**. Telephone facility
- **37**. All required statutory approvals.
- 38. Rain water harvesting system, if statutory
- 39. Training for the operation of the Retail Outlet including the emergency preparedness plan. This training should be done in the entire lease period as and when required by the successful bidder.
- 40. The maintenance of all the facilities and equipment in the petrol pump during the lease period is in the scope of the successful bidder.
- 41. Filling of Earth in the above area up to the level of the proposed State Highway is the scope of the successful bidder.
- 42. Vehicle's CNG Filling station
- 43. Electric Vehicle Charging station with Slow and Fast charging mode.
- 44. Facilities for Mobile dispensers may also be specified separately.
- **45**. Full green energy supported outlet (optional)

G. LAND OFFER

- 1. The Land on monthly Lease Rent for 20 years from the date of agreement. Lease agreement to be executed.
- 2. Area at the direct access with SH40 at the factory premises of Komalapuram Spinning & Weaving Mills, North Aryad, Alappuzha.

<u>H. METHOD OF EVALUATION OF BIDS - QUALITY CUM COST BASED SELECTION</u>

The bid evaluation is based on the combined highest mark awarding to the oil company.

- i. The implementation schedule the number of fuel stations (similar to KSTC's proposed mode of operation) established within 6 months from the date of initial MoU/ Awarding of work to the fuel company, in last 3 years in Kerala, would be assessed and the total mark awarded is 30 out of 100 marks.
 - The documents to be submitted as the proof of above.

- ii. The facilities offering by the company as against Clause F of this document, will be awarded upto 20 marks (table under Clause (M) (deviation statement) will be taken for consideration).
- iii. Monthly Lease Rent amount will be awarded the marks upto 50.

I. GENERAL CONDITIONS

- 1. The Bidder should be a **Public Sector Undertaking oil company in INDIA**
- 2. The outlet to be commissioned by the oil company and get it operational after taking all necessary statutory approvals within 6 months of allotment/award of outlet.
- 3. The details of documents to be given by KSWM/KSTC, have to be listed and submitted (Table N). KSTC will provide one set of these documents to the successful bidder.
- 4. All statutory approvals are to be taken by successful bidder.
- 5. Excavated soil, if any, shall be dumped on the locations and leveled as directed by KSTC representative.
- 6. The development layout of the area is to be submitted along with the tender
- 7. Operational records keeping procedure has to be given in the training period to the KSTC
- 8. Please note that queries related to inquiry specifications, terms & conditions, etc. should be submitted online only in e mail id md.kstc@kerala.gov.in with a copy to prj.kstc@kerala.gov.in, tech.kstc@kerala.gov.in before the clarification end date/time specified in the "Critical Dates"
- 9. KSTC have the right to contact the bidder with respect to any clarification for any document, during bid evaluation.
- 10. KSTC reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason. KSTC reserves the right to accept any or more offers in part. The decision of KSTC in this regard shall be final and binding of the bidder.
- 11. The successful bidder has to communicate to KSTC the acceptance Letter of Intent (LOI) within 15 days from the day of tender confirmation from KSTC.
- 12. The entire scope of work should be completed within 6 Months from the date of the

land handover letter to the successful bidder.

J. GENERAL CONDITIONS

- **1.** The bidder can visit the location before quote, if required.
- 2. All communication regarding the quotations including queries if any shall be given in written hard copy from the authorized person of bidder company/ e mail from the authorized mail id of the bidder company to the e mail id md.kstc@kerala.gov.in with a copy to prj.kstc@kerala.gov.in, tech.kstc@kerala.gov.in, within the clarification dates given under Critical dates in para A.2
- **3.** Partially completed/incomplete bids shall not be considered.
- **4.** KSTC/ KSWM shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers. KSTC/ KSWM shall not be responsible for any postal or other delays in submitting.
- **5.** It is the responsibility of the bidder about confirmation of timely receipt of queries if any, as well as the submitted bid to KSTC office.
- **6.** KSTC/ KSWM will not be responsible for the cost incurred in the preparation and submission of bids.

Sd/-General Manager

K. TERMS OF PAYMNET OF LEASE

- 1. The lease rent shall be effective from 6 months from the date of award of land to the successful bidder OR starting of operation whichever is earlier.
- 2. The lease amount shall be paid to KSTC account before 5th day of every calendar month.
- 3. Lease period is 20 years from the date of signing of MoU

L. CONDITIONS AFTER THE END OF LEASE PERIOD

1. The entire system will be taken over by KSTC, or can be extended as per the mutual acceptance

between both parties.

2. The necessary documentation for the handover of all the facilities to KSTC has to be

done within 3 months after the completion of the lease period.

3. KSTC will lease out the retail outlet, by their means, to public/private oil companies or

will proceed as directed by KSTC Board of Directors/Govt. Of Kerala.

For further clarifications please contact,

Mob: 9048206151, 9895851930

md.kstc@kerala.gov.in, tech.kstc@kerala.gov.in, prj.kstc@kerala.gov.in

Sd/-General Manager (Technical)

I have read and understood the above details of this document

Name of the bidder:

Seal and Signature:

Date:

M. DEVIATION STATEMENT FROM CLAUSE

Sl.No	Item.No / Clause.No	Item/Clause Description as per Tender	Reason for Deviation
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Kindly add additional page seal and sign and include, if required for above table.

N. DOCUMENT REQUIREMENTS FROM KSWM/KSTC

Below documents are to be provided by KSWM/KSTC to the successful bidder for statutory approvals.

Sl.No	Document	Purpose	Submission to Dept. /Office (Mention the Dept./Office name where the Document to be submitted)	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

8			
9			
10			
Name o	of the bidder:		
Signatu Date:	are and seal:		

O. <u>IMPLIMENTATION SCHEDULE</u>

Sl.No	Component	Time frame	Remarks
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Name of the bidder:		
Signature and seal:		
Date:		

GENERAL TERMS & CONDITIONS

1. DEFINITIONS:

PURCHASER

Purchaser means Kerala State Textile Corporation Limited (KSTC) having its registered office at Sasthamangalam, Thiruvananthapuram – 695010. The term purchaser includes successors and assigns of KSTC.

VENDOR/SUPPLIER:

Vendor/Supplier means the person, firm or corporation who is successful in the bid. The term vendor includes its successors and assigns.

GOODS:

Goods means the articles, materials, supplies, drawings, data and other property and all services including design, delivery, inspection, testing, supervision during erection. Installation and commissioning specified or required to complete these tender conditions.

2. COMPLETE AGREEMENT:

Agreement is to be executed between the purchaser and the successful bidder ARTICLE 3.

DEVIATIONS:

The bidder has to give it in writing, the deviations if any in any part/clause of the tender.

4. TAXES:

As applicable as per Government Notifications. The quoted price shall clearly indicate all taxes and duties excluding GST.

5. NON-WAIVER:

Failure of purchaser to insist upon strict performance of any of terms and conditions here of, or failure or delay to exercise any rights or remedies provided herein or failure to properly notify vendor in the event of breach or the acceptance of or payment for any good here under or approval of design, shall not release vendor of any of the warranties or obligations of this tender and shall not be deemed a waiver of any right of purchaser to insist upon strict performances hereof or of any of its rights or remedies as to any such goods regardless when shipped, received or accepted, nor shall any purported oral modification or recession of this tender/purchase order issued to successful bidder by purchaser operates as a waiver of the terms hereof.

6. INSPECTION:

Necessary inspections and statutory approval for the installed items as per rule are to be done by the successful bidder.

7. WARRANTIES-GUARANTEES

Vendor shall warrant to purchase that the goods supplied shall give the required operational performance, shall be suitable for service intended and be of the quality specified or of the best grade of their respective varieties if no quality is specified and shall conform to the specifications, drawings, samples and other descriptions contained in the tender.

Vendor/Supplier shall guarantee purchaser and their authorized representatives against any and all defects in design, workman ship, materials and performance for the entire lease/agreement period from the date of hand over of the land. Should any defect develop during guarantee period, it shall be remedied promptly free of charge by the vendor and all the expenses for transportation of goods necessitated for such repairs or replacements shall be borne by the vendor. The goods, unless otherwise expressly stated herein are ordered by purchaser in reliance on each and all of the warranties and guarantees specified herein and implied by law or usage of trade.

The said warranties and guarantees shall apply even if vendor's quotation to purchaser or acknowledgement or acceptance of the purchase order attempts to disclaim the said warranties or guarantees or limits the purchaser's remedies for breach. Acceptance of goods by purchaser or their authorized representatives shall not release vendor from responsibilities arising out of the above-mentioned guarantees and warranties.

8. INFRINGEMENT OF PATENTS ETC:

Vendor shall warrant that the sale or use of goods supplied under this tender. Whether designed and manufactured so as to comply with purchaser's specifications or otherwise, shall be free of any claim, whether rightful or otherwise of any person, by way of infringement of any patent, copyright, trademark or industrial design or the like and shall hold purchaser harmless and indemnify purchaser and its consultant and their authorize representative at its own cost from any and all such claims and legal proceedings purchaser makes no warranty that the production, sale or use of the goods designed and manufactured so as to comply with purchaser's specifications will not give rise to the claim whether rightful or otherwise of any third person by way of infringement of any patent, copy—right, trademark or industrial design or the like and in no event shall purchaser or its consultant be liable to vendor for indemnification in the event of any action being brought against vendor in connection with any such claim.

9. COMPLIANCE OF REGULATIONS:

Vendor shall warrant that all goods and services covered by these conditions shall have been produced, sold, supplied, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance. All laws and regulations required to be incorporated in agreements of this character are hereby deemed to be incorporated by this reference. The purchaser, its consultant and their authorized representatives disown any responsibility for any irregularity contravention or infringement of any statutory regulations in the manufacture or supply of goods covered by the successful bidder

10. NON-ASSIGNMENT:

Any assignment of this tender or of any rights hereunder in any manner or hypothecation of materials of construction supplied by this purchaser in whole or in part by operation of law or otherwise without the prior written consent of purchaser shall be void. Any such consent shall not relieve the vendor from its obligations. Purchaser's consent shall however not be unreasonably withheld.

11. GOVERNING LAW AND JURISDICTION:

All disputes relating to this tender between the purchaser and the vendor shall be subject to and the vendor shall be subject to and be governed by Indian laws and shall be referred to the Courts of Law situated at Thiruvananthapuram (Dist), Kerala (India).

12. PACKING, MARKING, SHIPPING & DOCUMENTATION

As per technical specification and any other documents in this tender.

13. VENDOR'S DRAWINGS AND DATA REQUIREMENTS

- i. All technical documents catalogs, Leaflets, Flow sheets, Sketches and testing certificates, Drawings, etc., shall be supplied by the vendor in triplicate (three copies) along with an additional reproducible copy of drawings. All drawings, specifications dimensional drawings, Documents, etc. to be furnished by the vendor will be established by the metric system of weights and measures.
- ii. These time limits must be respected failing which the tender will not be deemed to have been duly executed for all purposes.

14. TECHNICAL INFORMATION

All drawings, specifications, and details furnished by the purchaser to the vendor shall be the property of the purchaser and shall not make any use of drawings and specifications for any purpose at any time save and except for the purchaser. Vendor shall not disclose the technical information furnished to or gained by the vendor under or by or as a result of the implementation of this tender to the successful bidder, to any person, firm, body corporation, or authority and shall use all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imported and supplied to the vendor by the purchaser shall at all times remain the absolute property of the purchaser.

15. SUBSTITUTION AND WRONG SUPPLIES

Unauthorized substitution or materials delivered in error or of the wrong description or quality or supplied more than the quantity ordered or rejected goods shall be refundable only at the expense of the vendor after due notification to him, the vendor shall bear responsibility and shall bear, among other relevant changes, transportation, expense in full.

16. DEFERMENT OF DESPATCH DATE AND STORAGE:

The purchaser shall have at this own discretion, the right to ask the vendor to defer dispatch of goods by a period not exceeding 60 days. The care and storage of the goods during this period shall vest with the vendor and all expenses in this regard shall be borne by the vendor. For the extended period of storage, the purchaser shall bear, the cost of warehousing and insurance at actual and shall also release payment.

17. CONFLICT AMONG TENDER TERMS AND CONDITIONS:

In case of any conflict between these general terms and conditions of the tender and the special conditions agreed to for a particular order, the stringent shall prevail to the extent applicable.

18. TRANSIT RISK:

Transit insurance shall be arranged and borne by the vendor.

19. SPARE PARTS AND OTHER ITEMS:

Necessary spare parts and other items has to be considered in the scope of work

20. RIGHT OF CANCELLATION:

The purchaser reserves the right to cancel the purchase order (issued to the successful tender) or any part thereof and shall be entitled to rescind the contract wholly or in part by a written notice to the vendor.

- a. The vendor non adherence to any terms and conditions of the purchase order including general and special terms and conditions.
- b. The vendor fails to deliver the goods in time and replace the rejected goods promptly;

The provision of clauses (a) and (b) would be subject to the purchaser giving reasonable opportunity to the vendor to remedy the default.

- **c.** The vendor becomes bankrupt and goes into liquidation.
- d. The vendor makes a general assignment for the benefit of the creditor: and
- **e**. A receiver is appointed for any of the property owned by the vendor.

Upon receipt of said cancellation notice the vendor shall discontinue all work on the purchase order and matter connected with it.

The purchaser in that event will be entitled to procure the requirement in the open market and recover exact payment over the vendor's agreed price, if any from the vendor.

The vendor is aware that the said goods are required to purchaser for the ultimate purpose of production and the non-delivery may cause loss of production and conquer loss of fixed expenses and profit to the purchaser. In the event of the purchaser exercising the option to claim damages non-delivery other than by way of difference between the

market price and the contract price the Vendor shall pay the Purchaser the fair compensation to be agreed upon mutually between Purchaser and Vendor. The provision of this clause shall not prejudice the right of the Purchaser from invoking the provisions of other clauses to agreement.

The purchaser shall have the right to buy at his option from the Vendor the canceled goods and components when complete or incomplete after due inspection and verification of the same paying for them a reasonable price arrived on a mutual agreement. In case no mutual agreement is reached within a reasonable time the matter shall be settled within the jurisdiction of the court of law wherein the purchaser's registered office is situated.

22. TRAINING OF PURCHASER'S STAFF

Necessary training has to be done to the purchaser's staff by the successful bidder

23. SPECIAL TOOLS AND TACKLES

Special tools and tackles, if any, are required for the trouble-free operation, to be supplied free of cost by the supplier.

24. NEGOTIATION

The highest tenderer will be required to attend the negotiation, if the company so desires, at our office at KSTC, Trivandrum, on a date fixed by the company. The date of negotiation as fixed by KSTC will be final and binding on the tenderer.

We reserve ourselves the right to accept or reject any tender without assigning any reasons. KSTC does not bind itself to accept the highest tender or assign any reason for non-acceptance of the same.

25. Site Visit

Before submission of tender, the tenderers are requested to visit the site and make themselves fully conversant with the scope of work and study all technical specifications, conditions of contract etc. so that no ambiguity arises on a later date in those respects.

26. Tender Validity / BID Validity

Tenders will be considered firm for acceptance for a period of 120 days from the date tender finalization. If it is found necessary to keep the tender open for a further period, prior consent of the tenderer shall be taken for every further period of extension of validity.

27 . Other Conditions

- 1. The acceptance of any/all tenders rests with KSTC.
- 2. The Vendor should deploy experienced workmen and supervisor in all stages of the implementation.
- 3. The Vendor shall be responsible for the safety of the laborers employed by him and he shall be liable to pay the necessary compensation in case of accidents as per Workmen's

- Compensation Act. Provisions of Indian Contract Labor Act also will have to be complied within this respect. In case the Vendor/Supplier fails to comply with the regulations, the expenses incurred by purchaser shall be recoverable from the Vendor/Supplier.
- 4. The Vendor shall not without previous written approval of KSTC execute any Power of Attorney in respect of any matter relating to this contract and KSTC shall not be bound by any such Power of Attorney executed by the Vendor without its prior approval. It shall be entirely within the discretion of KSTC to grand any such approval already given.
- 5. All local enactments applicable shall be complied with by the contract.
- 6. All materials arranged for bonafide use or works including auxiliary works should not be misused in any manner. If any misuse or work through negligence by the vendor comes to light, the vendor is liable to pay penalty as may be fixed by the Officer-in Charge.
- 7. All materials supplied by the vendor shall remain the absolute property of KSTC and shall not, on any account, be removed from the worksite and shall at all times be open to inspection by the Officer-in charge of KSTC. The Vendor shall be responsible for the proper use and bear the cost for protection of materials supplied for use on the work and bear any loss from deterioration or from fault workmanship or avoidable excessive use of materials etc. or from any other causes.
- 8. All materials or articles shall be approved by the agreement authority and use without such approval shall meet the risk of subsequent rejection. Such approval shall not absolve the Vendor/Supplier from his responsibility to use materials and articles as per specification.
- 9. Materials, tools and plant if any entrusted with the Vendor by KSTC in pursuance of the contract will be treated as an entrustment by KSTC and to be continued to be KSTC's property until actually and duly accounted for.
- 10. Damage, if any, caused by the Vendor to KSTC third party equipment's during the course of work have to be rectified/ replaced by the Vendor/Supplier at his own risk and cost.
- 11. The machinery, equipment's and other valuables of the Vendor/Supplier at worksite shall be insured by him. KSTC will not give any financial assistance to him on account of any loss or damage to the valuable.
- 12. The materials entered by the vendor in KSTC premises should not be taken out without written consent of the Officer-In-Charge of KSTC.
- 13. The returnable materials, if any are brought by the vendor to KSTC, should be reported at gate in writing and a copy of the entry approval should be submitted to Officer-In-Charge KSTC.
- 14. All construction equipment's brought to the site will be insured by you. You will also insure your workmen under Workmen Compensation Act insurance policy. No extra amount shall be payable to you on this account.

Agreed to all the above terms and conditions, (Signature, Name, Date and Seal of Tender