

Tender document Fee: Rs.25000/-+GST12% (Rs.28000/-)



KERALA STATE ROAD TRANSPORT CORPORATION

**TRANSPORT BHAVAN, FORT,
THIRUVANANTHAPURAM - 695 023**

**Request For Proposal (e-tender)
for
the hiring of 50 Nos of Single Axle 12 Mtr Non-AC
Electric Buses on
WET LEASE UNDER FAME-II Scheme
(Tender No:- ML3/005249/19/E-BUS/FAME-II)**

For details;

www.tenders.kerala.gov.in/www.keralartc.com

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REQUEST FOR PROPOSAL

SECTION-I

TENDER DETAILS AND SCHEDULE

Sl.No.	Particulars	Information
1	Title	Hiring of single Axle 12 Mtr non A/C Electric buses on Wet Lease
2	Quantity	50 nos
3	Place of tender Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram-695023
4	Tender Fee (Non Refundable)	Rs.25000/- <u>+GST@12%</u> (Rs.28000/-) (Rupees Twenty Eight Thousand only)
5	Earnest Money Deposit	Rs.20 Lacs (Rupees Twenty Lakhs only)
6	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.
7	Mode of Submission of Tender	To be submitted online through e-GP website <u>www.etenders.kerala.gov.in</u>
8	Validity of Offer	Should be valid for 180 day
9	Rate firmness	Rate offered shall be firm for the entire contract period of 15 years from the date of offer.
10	Tender Inviting Authority	Chairman and Managing Director, Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram-695023

TENDER DETAILS AND SCHEDULE (....contd)

Sl.No.	Particulars	Information
11	Last date of submission of bid	11.12.2020, 06.00 pm
12	Date of opening of Technical bid	14.12.2020, 11.00 am
13	Pre-Bid meeting	17.11.2020, 11.00 am
14	Mode of Pre-Bid meeting	Through video conference. The link will be available from 16.11.2020 10.00 am onwards on our website (www.keralartc.com).
15	Date of opening of the price bid	Will be informed through e-tender portal after technical bid evaluation

SECTION – II

INTRODUCTION

2.1 Kerala State Road Transport Corporation (KSRTC), one of the largest public Transport Corporation in India was established on 01-04-1965. KSRTC has share 26 % share in industry and offers very economical rates and better riding comfort. It operates own 6200 buses. The average daily distance operated is 17 lakh Km, carrying an average of 30 lakh passengers daily. The administrative set up of the Corporation is basically two tier system, the Chief Office being the controlling and co-coordinating agency. Unit level offices are established at different places across the state for the operation of services. Its vision is to provide or secure or promote the provision of an efficient, adequate, economical and properly coordinated system of road transport service in the State of Kerala. (Section 18 RTC ACT 1950). KSRTC now proposed to switch over to alternative fuels like CNG, LNG, Bio Diesel, Battery Power, Solar Power etc with a view to keep pace with the society which focuses at sustainable development and also of course a way to reduce the operational expenditures.

2.2 Kerala State Road Transport Corporation had submitted EoI for the sanctioning of Electric buses under FAME II scheme of Government of India and 250 buses were sanctioned to Kerala. Out of this 50 buses are proposed to be introduced in TVM ZONE.

2.3 Kerala State Road Transport Corporation (KSRTC) invites e-tenders in two bid system (Technical bid and financial bid) from reputed experienced professional organizations as per the conditions of this RFP for the selection of bidders. For this purpose, KSRTC intends to solicit technical and

commercial bid from qualified prospective Bidders. As such Kerala State Road Transport Corporation represented by its Chairman and Managing Director invites e-tenders in two bid system from prospective qualified bidders as per the terms and conditions of this **Request for Proposal**.

- 2.4** The tender will be through the e-tender portal of Government of Kerala. The technical and commercial bids will be separate. The technical bids will be opened first and the qualification of the bidders will be ascertained by a technical committee constituted for the purpose. The commercial bids (price bid) of those bidders who have been found eligible as per prequalification conditions of this Request for Proposal will only be opened for further process.
- 2.5** In this tender, the lowest price from among the technically qualified bidders as per pre-qualification conditions is the sole criteria for selection. The two bid system, which is followed, has been designed to eliminate those which do not match the technical specifications/Qualifications or not having the proven experience and to eliminate firms those do not have the financial or technical capability.
- 2.6 Transparency:** It is assured that the KSRTC will uphold highest level of transparency in the procurements being made. The decisions/results at the three stages of the tender process will be published on our website and e-tender portal for enabling the prospective offerers to submit their remarks /objections. Canvassing or involving in fraudulent practices in any form, at any stage, will lead to automatic disqualification of the tenderers. Visits to the offices/officers without written permission of the CMD will not be entertained. All queries / clarifications on the tender documents / process / specifications etc shall only be through the email ID given.

- 2.7** Amendments in the terms and conditions of the tender documents may be resorted to on the basis of expert advice to see that more than one firm qualifies for the final round.

Looking forward for a long standing relation with you.

Best wishes,

BIJU PRABHAKAR IAS

Chairman and Managing Director, KSRTC
(Tender Inviting Authority)

06.11.2020

SECTION III

SCOPE AND DESCRIPTION OF CONTRACT

3.1 General Definitions

3.1.1 Government means Government of Kerala, represented by the Secretary to Transport Department, Government of Kerala.

3.1.2 Purchase Committee is a Committee of officers authorized by the Board of Directors to decide on the purchase of the stores and equipments procured by the KSRTC.

3.1.3 Tender Inviting Authority is the Chairman and Managing Director of the KSRTC, who finalize tenders for the hiring of 50 Nos of Single Axle 12 Mtr Non-AC Electric Buses on WET LEASE UNDER FAME-II Scheme

3.1.4 Buses mean Electric buses that meet all the specification requirements of this tender.

3.2 SCOPE OF WORK

3.2.1 To procure, supply and operate at its own cost and expense the Contracted Buses in accordance with the Fleet Deployment Plan / Schedule Plan / requirement of KSRTC intimated from time to time.

3.2.2 To provide Electric Buses registered in the state of Kerala and having **age less than six** months from the date of manufactory to KSRTC under WET Lease on OPEX model (WET-lease).

3.2.3 To supply, maintain and operate the Contracted Buses in compliance with terms of the Fleet Deployment Plan / Schedule Plan / requirement of KSRTC as may be agreed and as per the applicable laws in force and its future amendments there upon sec.18 of RTC Act.1950.

- 3.2.4** Bidders should maintain the infrastructure and sufficiently skilled, trained and experienced manpower required for the desired level maintenance and operation of the contracted buses at their own cost throughout the contract period.. The bidders should ensure that all drivers possess valid driving license for driving the contracted buses ensuring safety, and are having polite behaviour and possessing hygiene aspects etc.
- 3.2.5** To maintain the contracted buses in good operational conditions in accordance with operation and recommended maintenance standards by vehicle manufacturer and as stipulated by KSRTC in case of cleanliness, neatness and appeal. Bidder will be responsible for the maintenance of these Electric Buses including its spares.
- 3.2.6** To ensure that safety and security of passengers and any staff on duty (conductor/Inspectors/other inspecting officers of KSRTC) while travelling and working in the contracted buses.
- 3.2.7** To allow access to all members of the public to the contracted buses while providing bus services without any prejudice or discrimination.
- 3.2.8** To ensure that any equipment installed by KSRTC on the contracted buses or within the bus depot including any monitoring device or equipment, is not tampered with in any manner; and that KSRTC and its authorized personnel are allowed to inspect the equipment installed on the contracted buses or at the bus depots at any time during normal operational hours without any notice in this regard.
- 3.2.9** Unless otherwise agreed by KSRTC, the bidder selected under WET Lease shall not have any right to display advertisement or any kind of business on and in the contracted buses and the bus charging facilities installed in KSRTC premises.
- 3.2.10** Ensure that all Applicable Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hiring, recruitment, of any personnel required in relation to the operation and maintenance of the Bus Service.

3.3 Blacklisting/debarring – The event occurring by the operation of the conditions under which the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this tender document, the period being decided on the basis of number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations

3.4 FAME II scheme:- Government of India has recently approved Phase-II of FAME India Scheme [Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles in India], for a period of 3 years commencing from 1st April 2019 with total budgetary support of Rs. 10,000 Crore. The main focus of this phase of the scheme is the electrification of public & shared transportation. Under Phase-II of FAME India Scheme, the government intends to support about 7000 e-buses, with a total outlay of about Rs. 3500 Crores, by extending demand incentives for deployment of electric buses using operational cost model to be adopted by State / City Transport Corporation (STUs). This phase aims to support, through subsidies, approximately 7000 e-Buses, 5 lakh e-3 Wheelers, 55000 e-4 Wheeler Passenger Cars and 10 lakh e-2 Wheelers. The FAME India Scheme is aimed at incentivising all vehicle segments including public transport. The scheme emphasise on electrification of the public transportation that includes shared transport.

Maximum demand incentive available from DHI under FAME India Scheme Phase II will be as given below.

- a. Standard Bus (length > 10 m to 12m): 55 Lakhs
- b. Midi Bus (length > 8 m to 10m) : 45Lakhs
- c. Mini Bus (length > 6 m to 8m) : 35 Lakhs

3.4.1 As part of this Department of Heavy Industries, Govt. Of India invited expression of interest from various cities in India for the deployment of electric buses. KSRTC submitted proposal 250 buses were sanctioned to KSRTC in Thiruvananthapuram, Ernakulum and Kozhikode cites. As per the sanction KSRTC desires to invite tender for 50 buses for Thiruvananthapuram Zone.

3.5 The important conditions of DHI sanction are given below

3.5.1 Deployment of sanctioned electric buses is on operational cost basis (Wet Lease Model)

3.5.2 Model concession Agreement (MCA) for Operation and Maintenance of Electric Buses in Cities (OPEX Model) in PPP model as published by NITI Aayog on 9th Feb 2019 is to be adopted and incorporated in the bid document.

3.5.3 KSRTC shall ensure running of bus for at least 9.1 lakh km per bus on an average during the entire contract period.

3.5.4 Department of Heavy Industry will extend the demand incentives as per para 4(e) and (9) of EoI. (*Rs.55 lac per bus is the Demand incentive applicable in this case*)

3.5.5 KSRTC to ensure that e-Buses which are manufactured by OEMs which are found eligible as per Para 11 of the EoI would only be deployed for availing demand incentives under the scheme.

3.5.6 The entire cost of charging infrastructure including cost of charging equipments, transformer and other civil cost for installation of required

charging infrastructure for charging of buses have to be incurred by Operator. However, cost for setting up of upstream infrastructure i.e electricity connection of requisite power load in their respective depot will be borne by KSRTC.

- 3.5.7** Upon placement of supply order and signing of the agreement with operator, 1st installment equivalent to 20% of total eligible incentives as per EoI, would be disbursed by the Department of Heavy Industry.
- 3.5.8** The entire applicable incentive amount will be released to STU for further payment to the selected bidder on the strength of Bank Guarantee (as per Appendix-2) of equivalent amount, received from selected bidder.
- 3.5.9** KSRTC will open a separate Bank Account for FAME-Incentives to be received from DHI and also ensure the implementation of EAT(Expenditure Advance and Transfer) and module of PFMS (Public Financial Management System) for the reporting purpose as per the guidelines of Department of Expenditure. The detailed guidelines for implementation of EAT Module of PFMS will be shared separately at the time of release of first installment.
- 3.5.10** KSRTC is required to make available necessary parking space for these electric buses. KSRTC shall be responsible to ensure that all procured buses be supplied and put to operation within a maximum period of 12 months from the date of issue of supply order. KSRTC may have necessary Liquidation Damage clause in the bidding documents to ensure the supply of buses within the prescribed timeline.

3.6 TECHNICAL & COMMERCIAL BID :- Kerala State Road Transport Corporation represented by its Chairman and Managing Director invites e-tenders in two bid system prospective qualified bidders as per the terms and conditions of this RFP for the Hiring of 12 Mtr Non-AC Electric Buses on Wet Lease (OPEX model). The tender will be through the e-tender portal of Government of Kerala. The technical and commercial bids will be separate. The technical bids will be opened first and the qualification of the bidders will be ascertained by a technical committee constituted for the purpose. The commercial bids (price bid) of those bidders who have been found eligible as per prequalification conditions of this RFP will only be opened for further process.

3.7 BIDDING PARAMETERS:- There are three parameters in the bidding process. Two are fixed and the third one is the Viability Gap Fund (VGF) on which bidding is solicited. They are,

3.7.1 DEMAND INCENTIVE:- As per FAME II scheme Government of India will provide **Rs.55 lac per each bus** as demand incentive for operation of one electric bus for **9.1 lakh km** distance. This amount will be made enjoyable to the selected operator as soon as it is released by Department of Heavy Industries and on successful submission of Bank. As per the scheme the entire amount will be released within 6 months from the successful implementation of the project in full as follows.

-20% of the amount after entering into agreement with KSRTC

-40% after delivery of all buses

-40% after six months from successful commercial operation.

3.7.2 FIXED FEE:- KSRTC will make payment of **Rs.30.00** per Km for every Km up to a distance of **200 km** per day for 25 days (ie. 5000 km in a month) and this will be settled every month.

3.7.3. VIABILITY GAP FUND :- The CAPEX is funded under this contract is through a Viability Gap Fund (VGF) from Tender Inviting Authority. This portion of the CAPEX in the tendering parameters are invited and the lowest quote of the bidder qualifying in prequalification bid be accepted subject to the terms and conditions of this bidding document.

BIJUPRABHAKAR IAS

Chairman and Managing Director,
KSRTC (Tender Inviting Authority)

SECTION IV

SPECIFIC CONDITIONS OF THE TENDER

- 4.1** In wet lease OPEX model contract the bidder shall provide the fully charged buses along with DRIVER.
- 4.2** KSRTC will deploy its conductor or make necessary arrangements for passenger fare collection as desired by it.
- 4.3** Type of application of buses:- Buses will be operated used for intercity / moffusil / city operation in mixed terrain.
- 4.4** The period of contract will be 15(Fifteen) years.
- 4.5** The buses will be deployed in Thiruvananthapuram zone.
- 4.6** The "bidder" should be either a manufacturer of Electric buses or a Consortium of Manufacturer and Operators which are legally eligible and competent to take part in tenders and to enter into agreement with KSRTC and are having required licenses/ registrations and manufacturing facilities (applicable in case manufacturers) in India.
- 4.7** The offered /brand /variant should be homologated in India at the time of delivery of buses and should comply the FAME II guidelines regarding the localisation of manufacturing.
- 4.7.1** The Bidder should provide buses on OPEX model (WET-lease –ie. charged bus with driver) subject to the conditions of this RFP.
- 4.7.2** **The viability gap amount to be quoted on Gross Cost Contract (GCC) basis shall include the cost of electricity, manpower, cost of chargers, charging infrastructure like transformers, civil works and installations required for constructing charging infrastructure , all sort of maintenance cost etc.**
- 4.7.3** The buses provided on Wet Lease in this tender should be registered in the state of Kerala and having **age less than six (6) months** from the date of manufacturing at the time of delivery to KSRTC.

- 4.8** The supplied buses should meet all the specification requirement mentioned in **Appendix-1** of this RFP.
- 4.9** The bidder should submit an undertaking duly notarized stating that they are not blacklisted in Government / Semi-Government institutions / Any STU in Indian stamp paper worth Rs.200/- along with technical bid.
- 4.10** The amount of EMD shall be forfeited if the "**bidder**" fails to execute the contractual agreement before the time stipulated in the Letter of Award (LOA) issued to selected bidder.
- 4.11** The selected bidder/bidders will be awarded Contract by KSRTC for providing Electric Buses on hiring contract under WET- lease basis (OPEX model)
- 4.12** The service operation shall be totally under the control of KSRTC.
- 4.13** Charging infrastructure shall be provided by the bidder at different locations including bus operating depots and satellite depots for overnight charging as well as opportunity charging as per the bus deployment /service schedule plan and retirement of KSRTC.
- 4.14** KSRTC will provide the land and space on free of rent for installing the Charging infrastructure for the contracted buses provided to KSRTC.
- 4.15** The bidder shall either by him or through the prime bidder or through a valid subcontractor shall have the experience of setting up charging infrastructure.
- 4.16** Operational hours per day will be 18 hours within a span of 24 hours.
- 4.17 Prototype:-** A prototype as per the tender specification has to be supplied **within 90 days** from the date of issue of LOA.
- 4.18 Delivery of Buses:- 50%** of the awarded quantity shall be delivered **within 9 months** from the date of issue of LOA
- 4.19 Completion of Delivery of entire quantity:** - The delivery of **entire quantity has to be completed within 12 months** from the date of issue of LOA.

- 4.20 Delivery of Buses:-** Delivery of buses does not mean mere supply of a bus, but it means the procurement of buses, completing all required formalities such as registration, installation of required charging infrastructure and providing a fully charged bus using the facility installed in the operating depot of KSRTC and fully operational in all respects including driver for the use of KSRTC. To this effect the operator shall provide a "**Completion Certificate**" to KSRTC indicating the registration number of buses that are "**ready for commercial operation**" on the day of issuing the Completion Certificate. The delivery is said to have happened when such a Completion Certificate is issued by operator and KSRTC is satisfied as per the tenders terms and conditions.
- 4.21 Rest room for operator's staff:** – General rest room of KSRTC can be used by operator's staff also. If the facility is found insufficient, the bidder can develop built space in the premises of KSRTC obtaining written permission from KSRTC (This will be finalized through mutual agreement) subject to availability of land.
- 4.22 Space for halting of buses:-** Open yard in KSRTC will be provided for vehicle halting on free of cost which may or may not be hard standing concrete floor. If the bidder wants to have hard standing concrete floor at locations where it is not available, they can make concrete floor at their own cost obtaining written consent from KSRTC.
- 4.23 Bus bays for maintenance purposes:-** Covered Built space for maintenance and other purpose, if required, will be provided. The successful bidder can renovate or refurbish the existing built space without causing major structural changes if needed.
- 4.24 Periodicity of payment and mode of payment to operators:** The payment will be made on monthly basis. The operator (successful bidder) will have to submit the invoice on 1st of the every month for the previous

month and the payment for the same will be made in 15 days of submission of invoice.

4.25 ELIBILITY CRITERIA FOR ORIGINAL EQUIPMENT MANUFACTURER (OEM) AS PER FAME –II GUIDELINES

4.25.1 OEM shall be an Indian manufacturer of the electric bus having a manufacturing facility India.

4.25.2 OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus from the designated testing center in India. i.e., CMVR type- approval of at least one model of electric bus.

4.25.3 However, OEM should ensure that at the time of supply of buses, all the buses should satisfy minimum technical eligibility criteria notified under FAME India Scheme and also should satisfy Phased Manufacturing Programme (Localisation) as notified by DHI from time to time. For this purpose operator/OEM need to submit required type approval certificate from the recognized testing agency before releasing of payment from DHI to STU.

4.26 Sourcing from border sharing countries which are in hostility with India:-Manufacturers whose source components such as battery pack, Electric Control Units, motors, axles and such other critical components from hostile countries have to give additional bank guarantees (**as per Appendix-2**) to the tune of two fold of normal bank guarantee amounts to safe guard the interest of KSRTC and for ensuring uninterrupted supply of spares.

4.27 PREQUALIFICATION CRITERIA

4.27.1 Eligible Bidders:- The “bidder” should be either a manufacturer of electric buses or a consortium of manufacturer and qualified operators (there shall not be more than THREE members in the consortium) who are

legally eligible and competent to take part in tenders and to enter into agreement with KSRTC and having necessary related licenses / registrations with the respective state government departments concerned and central government as applicable. Manufacturer should submit their manufacturing license in India. Operators should submit their company/firm's registration certificate, VAT registration, MSME certificates as applicable from respective Government Instrumentalities. Proof of documents in this regard to be uploaded (Mandatory). Documents in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.2 Approval from DHI:- The manufacturer of the offered Electric bus should have required manufacturing facilities in India and should comply with the Phased Manufacturing /Localisation requirements insisted by the DHI in connection with the FAME scheme. Manufacturers of the offered brand/model should be duly approved by **Department of Heavy Industries (DHI)** as per the guide lines of FAME II scheme of Government of India. Proof of documents in this regard to be uploaded (Mandatory). Documents in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.3 Authorisation letter from the manufacturer (OEM):- If the bidder is an operator they should produce an **authorisation letter from the manufacturer (OEM) of buses offered in the tender**. The OEM should certify in their letter head that the operator is authorized to participate in this tender offering the buses manufactured by them. The OEM should also assure in the same authorization letter that the offered model of Bus is manufactured by them and they will extend all sort of assistance in terms of service, spare parts supply, training and any other technical know how required to run the offered brand of buses throughout the entire period of contract of 15 years. Authorization letter to be uploaded by the operator when they are the prime bidders (**mandatory**). OEM can

participate in the tender as a single bidder or part of consortium and at the same time they can also issue Authorisation Letter to other bidders (in case of operators) to participate in the tender. Documents (Original) in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.4 Net worth criteria:- If the prime bidder is an operator they should have positive net worth in the last three financial years(2015-16,2016-17,2017-18).In case of Consortium, all the consortium members should have positive net worth in the last three financial years(2015-16,2016-17,2017-18). (Audited financial statements for the last three financial years (2015-16, 2016-17, 2017-18) have to be uploaded (Mandatory). Documents in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.5 Turnover Criteria:-The prime bidder(s) should have an average turnover of at least Rs.50 crore for the last three financial years (2015-16, 2016-17 and 2017-18), irrespective of the turnover in each year. In case of consortium all members should have combined turnover of Rs. 50 crores last three financial years (2015-16, 2016-17 and 2017-18). Audited financial statements for the last three financial years (2015-16,2016-17and2017-18), should be uploaded.(Mandatory) Documents (certified) in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.6 Experience:- The bidders should have experience in bus service operation/similar contracts in India. Proof of documents should be uploaded. (Mandatory). This is not applicable in the case of Vehicle Manufacturer of electric buses who are eligible OEMs as per DHI guidelines and are participating in the tender as a single bidder or prime bidder in case of consortium. The bidder shall either by him or through the prime bidder or through a valid subcontractor shall have the experience of setting up charging infrastructure.

4.27.7 CMVR certification of the OFFERED model (12 mtr):- If at the time of submission of tender the 'electric bus variant offered' to KSRTC is homologated in India as per CMVR rules, it should be uploaded along with **Annexure-1**. The Documents (ORIGINAL) in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.8 CMVR certification of any model (mini/midi/standard bus):-The Manufacturer whose buses are offered in the tender should have at least one model of mini/midi/standard bus tested, homologated and certified in India at the time of bidding. Homologation certificate of the approved model (mini/midi/standard bus) available at the time of submission of tender should be submitted online in e-tender. If at the time of submission of tender the 'electric bus variant' tendered by KSRTC and offered to KSRTC by the bidder is not homologated in India as per CMVR rules, it should be compulsorily be tested, homologated and certified in India and all certifications should be obtained and produced to KSRTC at the time of delivery of buses. In such instances, the Original Equipment Manufacturer (OEM) of the offered brand should declare that they would complete these CMVR certification process and obtain the required certifications as per CMVR certification procedures before the delivery of buses and in the event they fail to submit the homologation certifications as per CMVR in the stipulated time frame, the offer of the model/brand will be liable be outrightly rejected. The manufacturer of the bus and the bidder or prime bidder in the case of consortium should jointly produce an affidavit to this effect in **Indian stamp paper worth Rs.200/- as per Annexure- 2** duly attested by notary to be uploaded (Mandatory). The Documents (ORIGINAL) in

hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.9 NON BLACKLISTING CERTIFICATE:-Neither the manufacturer nor the bidder / prime bidder/any member of the consortium should have been black listed by any PSU/ Corporation / Board or State / Central Government in India. In this regard an affidavit (**Annexure-3**) duly attested by the notary must be submitted by the bidder/ prime bidder (Mandatory).The declaration should be furnished in Indian stamp paper worth Rs.200/- duly signed and stamped by the bidder/prime bidder with full address and date should be uploaded. ORIGINAL document in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.10 Acceptance of RFP:- This Request for proposal (RFP) should be signed and stamped on all pages by the prime bidder and it should be scanned and uploaded. (Mandatory) ORIGINAL document in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.11 Brochures and literatures:- The bidder/prime bidder should upload the specifications and related brochures and literatures of the offered brand and model of bus which is printed and issued by manufactures itself. (Mandatory). Documents (certified) in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.12 Business/Service Support Office in Kerala. The bidder(s) entering in to contract with KSRTC for hiring of buses shall have to establish at least one service support office in Thiruvananthapuram, Kerala. Undertaking to be submitted to the effect that they have a registered office in Thiruvananthapuram, Kerala or they will establish an office in Thiruvananthapuram, Kerala before entering into agreement with KSRTC. Undertaking to be given in this regard as per **Annexure -4**

or Annexure-5 as applicable in the Letter Head of the Bidder. (Mandatory). ORIGINAL document in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.13 Assurance of range of bus :-The bidder should assure a range of minimum 200 km in single charging for Single Axle 12 Mtr Non-AC Electric Buses as per AIS – 40 standards (CMVR No.124) and also with full load in the actual traffic conditions existing in Kerala. The bidder should submit an undertaking in **Annexure-6** to this effect in Indian Stamp Paper worth Rs. 200/- (duly notarized). (Mandatory). ORIGINAL document in hard form should be submitted to KSRTC before the time of opening of the Prequalification bids.

4.27.14 Consortium agreement:- In case of a consortium the same shall not consist of more than THREE (3) parties and shall be formed under Consortium Agreement executed in Indian Stamp paper and got registered which designates any one member as “**Prime Bidder**” empowering them to participate in the tender in favour of the consortium. All pages of consortium agreement to be uploaded **(Mandatory)**. The other members of the consortium can be either Bus Manufacturer or Operators having the qualification laid down in this RFP. ORIGINAL document in hard form should be submitted to KSRTC before the time of opening of the Prequalification bid. Each member/constituent of the Successful tenderer(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

4.27.15 Tender Fee and Earnest Money Deposit (EMD):- Bidders should remit the required Tender Fee and Earnest Money Deposit (EMD) in ‘Online mode’ through SBI/NEFT, as per this RFP. 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. 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 other conditions in their favour along with their offer **(Mandatory)**.

4.27.16 Undertaking for rate firmness:- The bidder has to submit an undertaking in **Annexure- 7** to the effect that the offered rates will be firm during the entire contract period.

4.27.17 Power of Attorney:- The bidder (Company/firm) should issue power of attorney authorizing their representative to participate and sign on behalf of the bidder(**Annexure-8**)

4.27.18 Undertaking for non execution of works at lesser rates to any other organisation for a period of 12 months:-The firm has to submit an undertaking that they will not supply same model of buses under this contract, to anybody at a rate lesser than the rate quoted to KSRTC for a period for the next **12 months**. In the event of supply of same model of buses at the rates lesser than the quoted rate in this tender, the bidder shall agree to reimburse the difference amount to KSRTC, unconditionally.(**Annexure -9**)

4.27.19 Specification Comparison table as per **Appendix -1** to be filled signed and stamped by the bidder with full address and date should be uploaded

4.28 BIDDING TERMS AND CONDITIONS

4.28.1 PERIOD OF LEASE CONTRACT:- The contract tenure will be for 15 years.

4.29 BIDDING PARAMETERS:- There are three parameters in the bidding process. Two are fixed and the third one is the Viability Gap Fund (VGF) on which bidding is solicited. They are,

4.29.1 DEMAND INCENTIVE:- As per FAME II scheme Government of India will provide Rs.55 lac per each bus as demand incentive. This amount will be made enjoyable to the selected operator as soon as it is released by Department of Heavy Industries and on successful submission of Bank guarantee (as per Appendix-2) worth the amount released as Demand Incentive and valid for a period for 16 years. **The bank guarantee (as per Appendix-2) submitted should be valid for a minimum period of three (3) subsequent years at any point of time during the period of 16 years (Contract period plus one year) on diminishing value at 5% per year.** As per the scheme the entire amount will be released within 6 months from the successful implementation of the project in full as follows.

-20% of the amount after entering into agreement with KSRTC

-40% after delivery of all buses

-40% after six months from successful commercial operation.

4.29.2 FIXED FEE:- KSRTC will make payment of **Rs.30.00** per Km for every Km up to a distance of **200 km** per day for 25 days (ie. 5000 km in a month) and this will be settled every month. If any extra distance is operated it will be settled every 3 (three) months. The eligible FEE beyond 200 Km will Rs.10/- per Km. The minimum assured distance will be calculated for the entire fleet of buses only and not for any individual

bus. The minimum assured distance per bus will be met by the average distance of operation of the entire fleet during entire contract period only. However KSRTC may try to meet the minimum assured distance at the end of every year. There shall be requirements to operate the buses beyond this distance and the bidders are bound to operate the offered buses as per the deployment /service schedule/ operation plan of KSRTC.

4.29.3 VIABILITY GAP FUND :- The CAPEX is funded under this contract is through a Viability Gap Fund (VGF) from Tender Inviting Authority. This portion of the CAPEX in the tendering parameters are invited and the lowest quote of the bidder qualifying in prequalification bid be accepted subject to the terms and conditions of this bidding document. The **VIABILITY GAP FUND has to be quoted after considering the demand incentive which is given in the beginning and the Fixed FEE of Rs.30/- per km which is paid on concurrent basis.**

4.29.4 BANK GUARANTEE FOR THE VIABILITY GAP AMOUNT:- The successful bidder has to furnish **Bank Guarantee (as per Appendix-2) equivalent to the amount of total Viability Gap Amount for 50 buses for a period of 16 years(Contract period plus one year) on diminishing value at 5% per year.** The bank guarantee(as per Appendix-2) submitted should be valid for a minimum period of three (3) subsequent years at any point of time during the period of 16 years (Contract period plus one year).This is in addition to the Bank Guarantees for '**demand incentive**' and '**performance security**' insisted vide para **4.29.1 and 4.30**

4.30 PERFORMANCE SECURITY:- The Operator(selected contractor) shall, for the performance of its obligations hereunder till the expiry of the Contract period plus one year (16 years in total), provide to KSRTC an irrevocable

and unconditional guarantee for an amount equal to 5% of the value of entire contract **CALCULATED BASED ON THE FIXED FEE** to KSRTC in the form of an Account payee DD / Bank Guarantee (as per Appendix-2) from any **scheduled / nationalized** bank in India. The bank guarantee(as per Appendix-2) submitted should be valid for a minimum period of three (3) subsequent years at any point of time during the period of 16 years (Contract period plus one year). In case of DD it shall be drawn in favour of FA and CAO, KSRTC, Fort, Thiruvananthapuram. The performance security amount will not carry any interest. In the event the bidder fails to honour any of the commitments entered into under the agreement and / in respect of any amount due from the bidder to KSRTC, KSRTC shall have absolute discretion to invoke the said Bank Guarantee from the Bank in full or part as the case may be. And in the case of account payee DD it **will be forfeited** in full or part as the case may be. Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security (EMD) shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the KSRTC shall release the Bid Security (EMD) to the Operator. Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Operator within 90 days, KSRTC will forfeit the Bid Security (EMD) and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Operator, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

4.30.1 APPROPRIATION OF PERFORMANCE SECURITY

Upon occurrence of an Operator Default or failure to meet any Condition, KSRTC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance

Security the amounts due to KSRTC for and in respect of such Operator Default or for failure to meet any Condition. Upon such encashment and appropriation from the Performance Security, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the KSRTC shall be entitled to terminate the Agreement.

4.31 LEASE AGREEMENT:- Successful bidder will have to execute an agreement(as per the provisions of Kerala Store Purchase Manual) in the prescribed form given by KSRTC in **Rs.200/-** INDIAN STAMP PAPER after furnishing a Performance security for an amount equal to 5% of the value of entire contract calculated on the basis of fixed fee.

4.32 The rates quoted should be inclusive of all costs such as energy cost for charging of buses, cost of installing charging infrastructure like transformers, chargers etc., cost of manpower such as drivers, maintenance staff and all kinds of consumables if any required and all kind of scheduled maintenance, repairs whether routine or accident, and all other taxes which are to be levied on the bus like road tax, insurance and any incidental expenses etc. **GST will be applicable on FEE as per the prevailing GST Rules /Laws.**

4.33 FIXED FEE during force majeure:- The FIXED FEE of **Rs 30.00** will not be applicable in the case of force majeure situations and strikes / hartal / bandhs /and such other protests by the public or pandemics or any other unforeseen incidents beyond the control of KSRTC.

4.34 BIDDING DOCUMENT:- In the Bill of Quotation (BOQ) the required **VIABILITY GAP AMOUNT** to be quoted in Indian rupees only. Discounts if any to be mentioned in Rupees and **not in percentages**. The bidders are

requested to upload the most competitive **VIABILITY GAP AMOUNT** carefully. The bidder should fulfill their obligation to pay the taxes payable to the Central Government / State Government or any local authority, as specified or implemented from time to time.

4.35 KILOMETER CALCULATION FOR ASSESSING PAYMENT OF FEE:- The difference in initial and final odometer reading while operating the schedules fixed by KSRTC will be the kilometer considered for making payment. If the bus has to run extra distances for parking of the bus at the parking place which is away from operating depot/stand but approved by KSRTC in writing and any kind of route deviation insisted by Government authorities / KSRTC for the smooth conduct of service while operation of service will be included in kilometer calculation at actuals as per the odometer reading.

4.36 Exclusion of Distance from KM calculation:- Any distance operated by the operator for vehicle maintenance purpose, bus washing purpose, trials or any other purpose other than those mentioned in para 4.36 will be excluded from Km calculation.

4.37 The Parties agree that the Bus Kilometer shall comprise:

- 4.37.1** Distance travelled by a Bus assigned on a particular Route as per the deployment /service /schedule plan;
- 4.37.2** Distance travelled by a Bus from the Operating Depot to the first point of loading passengers at the commencement of its service on a Day;
- 4.37.3** Distance travelled by a Bus from its last Bus Stop as per the deployment/service/schedule plan to the operating Depot at the end of the day's service; and
- 4.37.4** Distance travelled by a Bus without passengers which is outside the deployment/service/schedule plan but approved by KSRTC in writing for meeting specific requirements.
- 4.37.5** The Operator agrees and acknowledges that a Bus Kilometers for the purpose of payment of FEE, shall not include any Kilometer travelled by

the Bus to any maintenance facilities other than the Depot where it is allowed to park or for any travel not authorized by the Authority.

- 4.37.6** The Operator shall compute and provide to the Authority, for every month, the total number of kilometers that a Bus has travelled for the period being reckoned for the purpose of raising invoice. Such calculation shall be made using the management system to be installed by the Operator and as approved by KSRTC and calibrated with the supervision of the KSRTC's representative using Odometer Reading of each Bus.
- 4.37.7** In the event the Odometer for any Bus is non-functional or does not provide accurate reading, the operator shall rectify this defect immediately. If the odometer is not working or found to be inaccurate and if KSRTC decides to operate the bus, in such occasion the distance fixed by KSRTC for that route or the distance operated by the bus on previous day exactly in the same route which ever is lesser will be considered.
- 4.37.8** Basis of Payment to the Operator shall be Bus Kilometers plied by the total number of Buses operational for that particular day, at the rate of FEE OFFERED by KSRTC. The Operator shall submit an invoice in respect of the Bus Kilometers plied by each Bus put into Commercial Operation every 15 (fifteen) days. All payments shall be made by the KSRTC to the Operator after making any tax deductions at source under Applicable Law.

4.38 ASSURED DISTANCE PER YEAR

The buses under this contract will be operated for a minimum distance of 60000 KM per year / 9.1 lac kilometers during the entire contract period of 15 years. The assured distance of **60000 KM per year / 9.1 lac** kilometers during the contract period will not be applicable for each bus individually but for the average of the entire fleet scheduled for operation less spare bus holding if any required. (There will not be any assured distance for spare bus fleet). This clause is applicable only if the operator (s) is (are) bringing the "**ready to operate**" electric buses to depot every

day for operations as per the agreement. However the assured distance of operation will not be a criterion for the operator to claim payment for non operated days. Also this will not be a basis for getting any assured payment.

4.39 RANGE IN SINGLE CHARGE

The range in single charging should be minimum **200 Km** in the actual traffic conditions existing in Kerala with full load at 80% of SOC. Bidders should understand that the Range in kilometer is highly critical in the service operation and hence bidders have to assure that the bus will run for a minimum distance of 200 Kms in single charging in the actual traffic conditions existing in Kerala with full load at 80% of SOC. To this effect they have to submit an undertaking that the electric buses offered in this tender will run for 200 Kms in the actual traffic conditions existing in Kerala with full load at 80% of SOC of battery unconditionally.

4.40 DEPLOYMENT OF ELECTRIC BUSES

The buses under this project will be tentatively deployed as follows. Required Charging Infrastructure as per the FAME II guidelines have to be constructed at these depots for charging of buses at the cost of operator (bidder).

ZONE	DEPOT	NO.OF BUSES	TOTAL
THIRUVANANTHAPURAM	ATTINGAL	10	50
	KILIMANOOR	10	
	PEROORKADA	10	
	PAPPANAMCODE	20	

4.41 ADDITIONAL TOP UP CHARGING DEPOTS

In order to facilitate top up charging of electric buses which are proposed to be plied in intercity operations or long distance mofussil operations, the operator has to set up charging stations at satellite depots to which these buses are being operated or passed by. So electric bus charging facilities having sufficient capacity have to be set up in the following depots too.

TOP UP STATIONS	No. of buses to be charged at a time
TVM CENTRAL	5
KOLLAM	4
KOTTARAKKARA	4
KATTAKADA	2
CITY	2
NEDUMANGAD	2

4.42 ESCROW ACCOUNT

The KSRTC shall establish an "**Escrow Account**" with a Bank ("**Escrow Bank**") in accordance with this contract. KSRTC shall at all times throughout the Contract Period maintain the Escrow Account operational for the successful conduct of the contract. The KSRTC will maintain an amount equivalent to one month FEE to the operator in this escrow account.

4.43 LIQUIDATED DAMAGES

If buses are not delivered as per the time lines given in LOA, liquidated damages will be realized from the operator as follows. In the event the Operator (successful bidder) is unable to provide "Completion Certificate" of the buses for reasons not attributable to KSRTC or due to a Force Majeure event, the Operator (successful bidder) shall pay Damages at the rate of **0.1 % of the Performance Security** for each day of delay for each Bus

(whose delivery to KSRTC is delayed) till the date of delivery of such Bus. If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days as provided in the Procurement Schedule or if the Damages payable by the Operator (successful bidder) for such delay in procurement of Buses amounts to **10%** (Ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an "Operator (successful bidder) Event of Default". The Damages payable by the Operator (successful bidder) shall become due and payable within 7 (seven) days of receipt of notice in this regard from KSRTC

4.44 UPSTREAM ELECTRIC CONNECTIONS:- KSRTC will provide 11 KV incoming UPSTREAM electrical energy at the operating depots.

4.45 APPLICABILITY OF MODEL CONCESSION AGREEMENT OF NITI AYOJ.

"The Model Concession Agreement for Operation and Maintenance of Electric Buses (OPEX Model) as published by NITI Aayog and its clarification vide Letter F.No.6(03)/2019-NAB-II(Auto)(19510) Dtd.22.10.2019 of Department of Heavy Industries (DHI), Government of India will also form a part of the Notice Inviting Tender (NIT) No. ML3/005249/19 Dtd 07-09-2019. Notwithstanding anything contained in the Model Concession Agreement as published by NITI Aayog, the parties to the contract can enter into separate clause or terms or conditions for the proper and effective functioning of the contract hereinafter entered into between the Operator (successful bidder) and the Authority.

4.46 Service Level Agreement (SLA)

This defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and on performance of the service and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement.

In the event if it is noticed / reported that Service Level mentioned below is breached, KSRTC will impose penalty. Penalty shall be calculated by bus depots and informed to Chief Office. Penalty deduction would be done at Chief office Level.

The amount of penalty if any will be deducted from the bills payable to vendor or Security Deposit or both. If the amount is deducted from the security deposit, the bidder will have to recoup the amount so recovered within 10 days.

The discretion to waive the penalty if informed and found justifiable, will be with Chairman and Managing Director, KSRTC. In case of any disputes, same will be settled at level of Chairman and Managing Director, KSRTC.

The Successful bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.

4.47 SERVICE LEVEL AND PENALTIES FOR SHORTFALLS

Sl. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
1	Schedule operation in % per day	100 % throughout the period of contract	Rs.30/-per km for the entire scheduled distance (km) will be the penalty for the schedule which is cancelled due to non-supply of buses by the operator (successful bidder).
2	KM utilization of the scheduled service in % per day	100 % during the contract period	Rs.30/-per km will be the penalty for the distance (km) cancelled per bus per day due to reasons of the operator (successful bidder).

SI. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
3	Punctuality (Adherence to time schedule as prescribed by KSRTC calculated in terms of %)	100% punctuality calculated on a day-to-day basis.	<p>The penalty @ 5 KM for every 0.50% shortcoming.</p> <p>Notes-</p> <ol style="list-style-type: none"> 1. Early arrival at stops enroute is not admissible. 2. Late arrival to a point beyond 10 minutes from the scheduled arrival time shall only be considered as late arrival for the purpose of computing penalty. 3. Any delay in departure/arrival from the scheduled departure time owing to late arrival of the buses at the depot due to any circumstance beyond the control of the operator (successful bidder) shall not be considered for the purpose of computing penalty.
4	Cleanliness / present ability and functioning of all necessary equipment of the Contracted Buses at the time of departure from the workshop.	KSRTC is authorized to inspect the Contracted Buses at the time of departure from the workshop to ensure cleanliness-inside & outside, proper functioning of ITS equipment, door functioning for safety purpose, functioning of wiper machine and lightings etc.	<ol style="list-style-type: none"> a. In case of vital defects or safety related issues, KSRTC can take a view not to send the bus on schedule till its rectification. Then penalty as per clause 4.47.1 of the penalty clause will be applicable. b. In all minor cases, where KSRTC considered it appropriate to send the bus on schedule, the penalty @ 5 KM per bus shall be levied.
5	Range in KM in single charging	200 Km (minimum) in single charge	<p>Should be adhered to.</p> <p>If any interruption happen in between service /schedule operation due to short fall in range, penalty as per Clause 4.47.1 will be applicable.</p>

SI. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
6	Driver negligence	Includes any form of operational negligence	The penalty @ 5 Km for every incident of negligence brought to the notice of the operator (successful bidder) in writing.
7	Breach by violation in route of operation or usage of the bus for any purpose beyond the scope and terms and conditions of the tender and agreement.	The operator (successful bidder) during the period of the contract shall not ply the bus on any other route or use the bus for any other purpose beyond the scope of the agreement and the tender terms or without the written permission of KSRTC	Termination of contract along with legal action against the operator (successful bidder).
8	Delay in bringing buses for service operation.	The successful bidder would be responsible to make its bus available for half an hour before the schedule departure time at the schedule place/ bus stand from which the bus is to be operated for passengers.	<p>In case of default in providing the bus before 20 Minutes as mentioned, the Corporation will have discretion to decide either to send the bus for service or to cancel the schedule.</p> <p>However, if the bus is provided within 20 minutes prior to the scheduled departure there will not be any penalty.</p> <p>But, if the bus is arranged after the scheduled departure time, it would be sole discretion of the Corporation to send the bus on schedule trip, charging penalty @ 10 Km fee for the five (5) minutes late up to maximum twenty (20) minutes from scheduled departure time.</p> <p>And there after the Trip/Schedule may be cancelled or operated imposing the penalty @20 km fee for every five (5) minutes late for the whole period of delay subject to a maximum of thirty (30) minutes delay from the scheduled departure time.</p> <p>If the bus is not provided even after half an hour (30 minutes) from the scheduled departure time, the schedule will be cancelled and penalty as per Penalty as per Clause 4.47.1 will be applicable.</p>

Sl. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
9	Other kind of single break-down of Contracted Buses calculated in terms of number of Break - downs	NIL	Penalty as per Clause. 4.47.1 will be applicable.
10	Repeated break downs	In case of break down for more than one occasion in a month of the same bus.	Rs.35/-per km will be the penalty for the distance in kilometer (km) cancelled per bus per day due to reasons of the operator (successful bidder).
11	Changing of route	The Corporation by giving intimation to the operator (successful bidder) can change the schedule /route or the timing of any particular bus. In those eventualities, the operator (successful bidder) will have to follow such instruction.	In case of default by the successful bidder to follow such instruction/direction, KSRTC will have the right to stop the operation of the bus and Rs.35/-per km will be the penalty for the distance in kilometer (km) cancelled.
12	Leave for Accident repairs	The expectation of the Corporation is to provide the contracted buses on all 365 days in a year. As such, the successful bidder is supposed to maintain sufficient spare buses of good condition, as replacement as and when his contracted buses are out of operation for maintenance/break down/under police custody/met with accident/under major repair etc...	In case of major accident in which the body repairs are extensive, a maximum period of 30 days leave can be allowed for individual accidental vehicle subject to recommendation of the committee constituted for the purpose, evaluating the merits of the case from time to time. The committee can decide on further extension of the leave period on the operator (successful bidder)'s request as needed. However in all cases, before removing the contracted bus from the operation, the successful bidder has to inform the Unit Officer of the operating depot of KSRTC, in advance by written intimation. During the period for which the contracted bus will remain un-operational, the operator (successful bidder) shall provide suitable replacement. In case, the bus remains un-operational for more than the leave sanctioned for accident repairs, penalties as per Clause. 4.47.1 will be applicable.

SI. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
13	Any damage to fixed infrastructure belonging to the Corporation	No damage to the fixed infrastructure other than normal wear and tear like- railing, street light, bus stop, terminals, parking places etc. during the operation.	All expenses arising out of such repair shall be borne by the operator (successful bidder).

4.48 RESPONSIBILITIES OF THE BIDDER (OPERATOR)

- 4.48.1** The Operator shall deliver the Buses as per the Schedule given by KSRTC hereto for providing the Services in accordance with the terms and conditions of this Agreement.
- 4.48.2** The buses should be provided in fully charged (100 %) condition and fit for public service operation in all respect on every day at least 20 minutes before the scheduled departure time.
- 4.48.3** The Operator shall procure at its cost and expense, all Applicable Permits from Government Instrumentalities including but not limited, the certificate of registration, certification of fitness from the relevant RTO having jurisdiction over the Project and shall operate and maintain the Buses in accordance with the terms and conditions of this Agreement.
- 4.48.4** Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction of entire

charging installations including civil works at the site specifically earmarked by KSRTC and the maintenance of the contracted Buses and charging facilities and shall observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

- 4.48.5** The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 4.48.6** Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Operator shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice and Ethical Business Practices.
- 4.48.7** The Operator shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- 4.48.8** make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
- 4.48.9** Procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Buses and Charging Infrastructure constructed at the operating depots;
- 4.48.10** Perform and fulfill its obligations under the Financing Agreements;

- 4.48.11** Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- 4.48.12** Ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Operator's obligations under this Agreement;
- 4.48.13** Always act in a manner consistent with the provisions of this Agreement and not omit or cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement or the rules/ laws applicable in the country;
- 4.48.14** Ensure that users of the buses are treated with due courtesy and provided with ready access to services and information;
- 4.48.15** Support, cooperate with and facilitate KSRTC in the implementation and operation of the Project in; accordance with the provisions of this Agreement and
- 4.48.16** Take all reasonable precautions for the prevention of accidents on or around the operating Depots and while operating the buses in service, while on trials, while on shunting and all sort of activities related to the project, and provide all reasonable assistance and emergency medical aid to accident victims;

4.48.17 And transfer the charging infrastructure and other facilities in Depots to the KSRTC upon Termination of this Agreement.

4.48.18 The Operator shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of KSRTC, if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any sort of financial risk or liability or obligation including but not limited the financial risks and legal risks on KSRTC, and in the event that any replacement or amendment is made without such consent, the Operator shall not enforce such replacement or amendment nor permit enforcement thereof against KSRTC.

4.48.19 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on the Depot Sites, without prior written approval of the KSRTC.

4.48.20 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not sub-licence, assign or in any manner create an Encumbrance on any Project Asset forming part of Real Estate Development without prior written approval of KSRTC.

4.48.21 Notwithstanding anything to the contrary contained in the agreement, Operator shall not sub-licence, assign or in any manner create an Encumbrance on any Project Asset.

4.49 Execution of the O&M Contract:- Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be solely subject to the prior written approval of the KSRTC from national security and public interest perspective, the decision of KSRTC in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such selection or contract without prior written approval of the Authority. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator or its Contractors from any liability or obligation under this Agreement.

4.50 Obligations relating to Change in Ownership:-The Operator shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority. Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that:

4.50.1 All acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior

approval of KSRTC from national security, public interest perspective and in best interest of KSRTC and the state, the decision of KSRTC in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Operator without such prior approval of KSRTC.

4.50.2 It is also agreed that KSRTC shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator from any liability or obligation under this Agreement.

4.51 Obligations related to employment of personnel:-The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions. The Operator shall, notwithstanding its obligations contained herein for employment and training of staff, undertake capacity building training and workshops for Bus maintenance, Maintenance of charging infrastructure in Depots and other related operations and maintenance etc., as may be directed by the KSRTC. The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times properly trained and possess the requisite skill and qualifications as per Good Industry Practice for undertaking their respective functions and follows ethical business practices.

- 4.51.1** To inspect the Contracted Buses on a daily basis at the time of departure / sending the Contracted Buses on schedule so as to ensure their cleanliness, mechanical/electrical fitness and presentability of the Contracted Buses.
- 4.51.2** The responsibility of the bidder is that they have to provide buses in full condition and with valid insurance for effective service operation with appropriate crew, ie. driver.
- 4.51.3** The bidder/operator being an important stakeholder in the project is expected to extend all possible cooperation to the Corporation to carry out the contract smoothly for its full period of the contract.
- 4.51.4** The bidder should take full responsibility for the maintenance of Contracted Buses and charging infrastructure including but not limited to preventive maintenance schedule, breakdown maintenance, repair / reconditioning / replacement of parts and aggregates, minor and major body repair including refurbishing and accident repair whenever necessary.
- 4.51.5** Repair / replacement / maintenance of tyres and batteries of the contracted buses will be the responsibility of the bidder.
- 4.51.6** To ensure proper up-keeping, including but not limited to washing, cleaning, denting / painting of the Contracted Buses.
- 4.51.7** To arrange and always have valid vehicle insurance, certificate of fitness from RTO and tax paid documents of the Contracted Buses as per

applicable laws. To take full responsibility including but not limited to all legal proceedings, final settlement of claims / awards given by any court of law in favour of or against its drivers, passengers and any other third party, which may arise on account of any accident.

- 4.51.8** To provide adequate quantity of all kind of consumables or such other items required for operating the schedules and the expenditure on this account should be borne by the operator.
- 4.51.9** To provide proper uniforms to drivers driving the Contracted Buses. To provide properly trained (trained by vehicle manufacturer) well mannered responsible, physically and mentally fit and well mannered drivers for operating the contracted buses.
- 4.51.10** To deploy adequate trained technicians and supervisory staff to ensure quality in maintenance of the Contracted Buses.
- 4.51.11** To maintain adequate inventory of material / parts to avoid any delay in the timely maintenance of the Contracted Buses.
- 4.51.12** To provide the Contracted Buses at least 30 minutes before the scheduled time for departure and to ensure operational efficiency as prescribed in the Agreement and pay penalty in case of any shortcomings.
- 4.51.13** Penalty will be imposed in case of any short comings in time/quality bounded operational efficiency as per the agreement .
- 4.51.14** To maintain record of all activities carried out in the workshop during the maintenance and operation of the Contracted Buses.

- 4.51.15** To make adequate communication arrangements for effective and timely communication in case of any incidents / accidents / breakdowns.
- 4.51.16** To be responsible and liable for compliance with all applicable laws, including labour and local laws, pertaining to its staff. The bidder must agree to abide by any other new requirement introduced by the Government and Corporation from time to time.
- 4.51.17** To provide all sort equipments, installations, and civil works required for charging including Bus chargers, transformers, substations , civil works required for the proper functioning of Charging Station at the depots.
- 4.51.18** To accept the terms and conditions in the separate agreement entered in between the Operator and KSRTC for satisfactory operation of the contract incorporating all terms and conditions including service level agreement, penalty, payment terms etc.
- 4.52 Insurance of the contracted buses provided under WET Lease:-**The bidder(s) shall maintain, throughout the period of the lease agreement, full liability, third party insurance / self-insurance of the bus (es)
- 4.53 Employees compensation Clause.-** The bidder shall comply with all laws in respect of. Employee's compensation act, 2009 and all other laws in effect with reference to employing, safeguarding insurance and protecting all labour employed or used by the bidder and insure and continue to insure against 3rd party body injury liability or loss of life on each occurrence as per the statutory provisions.

- 4.53.1** The bidder should provide statutory insurance coverage to indemnify the Corporation of all sums which the bidder shall become legally liable to pay for injury and property damage caused by an occurrence arising out of the ownership maintenance of the bus.
- 4.53.2** All legal obligations are to be complied with by the bidder (s) including awards from Consumer courts, labour courts and all other courts.
- 4.53.3** The bidder shall be responsible for maintenance of the buses and charging infrastructure in order to keep them in good working condition and to ensure safety of the passengers. The expenditure relating to maintenance and upkeep of the bus, charging infrastructure and operational cost such as tyres, spares, lubricants, wages of drivers, cleaners etc., to be borne by the bidder.
- 4.53.4** The bidder shall make sure that the buses and chargers are available for operation on all days. The operators shall make sure that the bus shall be made available for the period requisitioned in a day and operate the scheduled KMs (distance) given for the day.
- 4.54** The bidder shall maintain adequate spare buses to meet the assured **100 %** availability of buses.
- 4.55 Statutory Compliance:** The Bidder shall obtain himself, at his own expense, all the latest Specifications required for design, manufacture, and provide Buses in accordance with contract terms. The bidder shall be required to comply with all the provisions of the Central Motor Vehicle Act

1989 (CMVR), Motor Vehicle Rules 1988 (MVA) and KMV Rules 1989, AIS: 119 Bus body code and AIS : 140 along with all amendments therein and other Statutory and legal requirement as applicable on the date of delivery / registration of Buses

4.56 Colour Scheme: The Colour shade for interior and exterior, logo, graphics, information details etc., have to be confirmed from KSRTC and shall incorporate the painting scheme on prototype bus and shall be approved by KSRTC.

4.57 OBLIGATIONS OF KSRTC

4.57.1 KSRTC shall, at its own cost and expense undertakes, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.57.2 To collect the passenger fare revenue deploying conductors in the bus or entrusting any one to do it which is deemed fit for KSRTC or by AFC system as the case may be.

4.57.3 KSRTC agrees to provide support to the Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:

4.57.4 To provide the details of routes to be undertaken by the Operator in accordance with the Fleet deployment and operation plan of KSRTC;

4.57.5 To provide land on license for setting up and operating of charging installations in Depots in accordance with the provisions of this Agreement;

- 4.57.6** To provide, or cause to be provided, road connectivity at any location on the boundary of the operating Depots, if required
- 4.57.7** To provide, or cause to be provided, reasonable support to the Operator in procuring electric transmission lines, transformer installations and sub-station at any convenient location situated within the premises of KSRTC depot upon written request from the Operator.
- 4.57.8** To assist the Operator in obtaining licences to utilities, including water and electricity for the smooth conduct of the contract.
- 4.57.9** Not to do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement.
- 4.57.10** To support, cooperate with and facilitate the Operator in the implementation and operation of the Project in accordance with the provisions of this Agreement.
- 4.57.11** To provide reasonable assistance to the Operator and any expatriate personnel of the Operator or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Operator or its Contractors their obligations under this Agreement upon written request from the Operator.
- 4.57.12** To finalize paint scheme / graphics of the contracted buses along with branding of fleet, if considered necessary

- 4.57.13** To arrange the requisite inspection of the Contracted Buses before dispatch to ensure quality, paint graphics and optional fitment, if considered necessary.
- 4.57.14** To arrange the requisite permits and to finalize proper fleet management / scheduling of the Contracted Buses.
- 4.57.15** To take responsibility for revenue collection by deploying the bus conductors.
- 4.57.16** To monitor the revenue collection and take necessary remedial actions to enhance the revenue. It shall be the prime responsibility of the Corporation to make all possible efforts to have the best financial viability of the Contracted Buses.
- 4.57.17** To provide tickets and all necessary stationery required for service operation.
- 4.57.18** To pay all taxes and levies applicable from time to time which is collected from the passengers. But this does not include the taxes mentioned viz. valid vehicle insurance, certificate of fitness from RTO and road tax etc which are to be borne by operator.
- 4.57.19** To issue operating instructions and any other advisory instructions from time to time to the bidder / the drivers and other staff if any of the bidder to maintain highest standard of services, including but not limited to safety, functionality and operability of the Contracted Buses.

- 4.57.20** KSRTC will provide 11 KV incoming UP STREAM electrical energy at the operating depots.
- 4.57.21** The Parties agree that the Bus Kilometer shall comprise:
- 4.57.22** Distance travelled by a Bus assigned on a particular Route as per the deployment /service /schedule plan;
- 4.57.23** Distance travelled by a Bus from the Operating Depot to the first point of loading passengers at the commencement of its service on a Day;
- 4.57.24** Distance travelled by a Bus from its last Bus Stop as per the deployment/service/schedule plan to the operating Depot at the end of the day's service; and
- 4.57.25** Distance travelled by a Bus without passengers which is outside the deployment/service/schedule plan but approved by KSRTC in writing for meeting specific requirements.
- 4.57.26** The Operator agrees and acknowledges that a Bus Kilometers for the purpose of payment of FEE, shall not include any Kilometer travelled by the Bus to any maintenance facilities other than the Depot where it is allowed to park or for any travel not authorized by the Authority.
- 4.57.27** The Operator shall compute and provide to the Authority, for every month, the total number of kilometers that a Bus has travelled for the period being reckoned for the purpose of raising invoice. Such calculation shall be made using the management system to be installed by the

Operator and as approved by KSRTC and calibrated with the supervision of the KSRTC's representative using Odometer Reading of each Bus.

4.57.28 In the event the Odometer for any Bus is non-functional or does not provide accurate reading, the operator shall rectify this defect immediately. If the odometer is not working or found to be inaccurate and if KSRTC decides to operate the bus, in such occasion the distance fixed by KSRTC for that route or the distance operated by the bus on previous day exactly in the same route which ever is lesser will be considered.

4.57.29 Passenger Information System

Provision for GPS enabled vehicle tracking system and passenger information system to be provided with inside digital display unit and integrated voice announcement system. The software for PIS shall be scalable for accommodating the entire fleet of KSRTC that consists of about 6000 buses. The GPS provided in the buses should have the compatibility to integrate with the software platform used by KSRTC.

4.57.30 Fleet Management and Bus scheduling Software

Centralized GPS enabled software required for generating GPS logs for Live tracking, KM run/punctuality etc required for the entire 50 electric buses. The software shall be scalable for accommodating the entire fleet of KSRTC that consists of about 6000 buses) and should have the compatibility to integrate with the software platform used by KSRTC.

SECTION V

GENERAL CONDITION OF TENDER/CONTRACT

5.1 Contents of the Tender Document:

This 'Tender Document' contains the following:

5.1.1 Tender Schedule (Section I)

5.1.2 Introduction (Section II)

5.1.3 Scope and Description of Contract (Section III)

5.1.4 Specific Conditions of Contract (Section IV)

5.1.5 General Conditions of Contract (Section V)

5.1.6 Appendix- documents supplied by the tender inviting authority

5.1.7 Annexures –formats for submission of tenders by the tenderers

5.2 Conditions of Tender / Contract

5.2.1 Tender Document:

The detailed technical specifications and terms and conditions governing the supply and the after sales service of the equipments tendered are contained in this "Tender Document".

5.2.2 The tender document is to be downloaded from website **www.etender.kerala.gov.in** / **www.keralartctender.com** Tenderer shall remit Tender Document cost online in the e-tender portal and non-submission of sufficient Tender documents will lead to rejection of the tender in the first round.

5.2.3 The online documents shall be submitted through the e-tender portal **www.etenders.kerala.gov.in** Tenderers have to enroll themselves in the e-tender portal and digital signature certificate is required. The details can be obtained from the e-tender portal under the menu 'downloads'

- 5.2.4** The general guidelines on e-tender process is as below;
- 5.2.5** Bidders 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 more details, please visit the e-GP website www.etenders.kerala.gov.in or contact *Kerala State IT Mission, e-Government procurement PMU and Help desk, basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: etendershelp@kerala.gov.in .*
- 5.2.6** Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.
- 5.2.7** The online tender process comprises the stages viz. downloading the tender document, prebid meeting (as applicable to each tender), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids.
- 5.2.8** The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the e-tender portal.
- 5.2.9** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

5.2.10 Online Payment modes: The tender document fee and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

5.3 Responsibility of verification of contents of tender document:

5.3.1 The purchaser of the tender form shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause 5.1, are contained in the 'Tender Document'.

5.3.2 Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice

5.4 Guidelines for preparation of Tender

5.4.1 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.

5.4.2 In the event of documentary proof as required being not uploaded, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.

5.4.3 This Notice Inviting Tender, all pages should be filled, signed and stamped by the bidder should be scanned and uploaded.

5.4.4 Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language.

Supporting documents and printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

- 5.4.5** The tender (in English Language only) for the supply of equipments mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature in original shall be enclosed along with list of names of government departments/offices/ organizations to whom the Bus with the same specifications have been supplied in India during the last five financial years and shall be performing satisfactorily as on date. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, it shall be attested (only if requested by tender inviting authority) by a gazette officer or the client institution/organization where the same have been supplied.
- 5.4.6** The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer. The bidder should participate in the tender, observing all the tender formalities such as '**on line submission**' of bid documents, remittance of **Tender Fee, EMD** etc. The failure on the part of the bidder in complying any of the basic tender formalities especially the successful online line payment of EMD and Tender Fee will lead to total failure of bidding. Hence bidders are advised to make the online payment of EMD and tender Fee well in advance.
- 5.4.7** Conditional tenders will be summarily rejected.

- 5.4.8** Final decision of tender proceedings will be vested with the **Chairman & Managing Director** of KSRTC who reserves the right of rejecting or accepting in full or in part of any or all the tenders without assigning any reason for doing so, if it is in public interest.
- 5.4.9** An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 5.4.10** Clarifications to specific requests received on email (edmw.krtc@kerala.gov.in, mngrmw@kerala.gov.in) shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority ([www. etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)).
- 5.4.11** Any clarification on the e-tender procedure shall be obtained from IT mission and the contact numbers are 0471-2577088, 2577188, 18002337315.
- 5.4.12** No telephonic enquiry / visits to any Office / Officer regarding the tender will be entertained all queries / correspondences by the aforesaid email only, which will be acknowledged / answered in time.
- 5.5 Online payment for e-Tenders**
- 5.5.1** Bidders while participating in online tenders published in Government of Kerala's e-procurement website www.etenders.kerala.gov.in, should ensure the following:
- 5.5.2** Single transactions for remitting tender document fee & EMD. Bidders should ensure that the tender document fee and EMD are remitted on single transactions and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions.
- 5.5.3** The tender document fee and EMD shall be paid through e-Payment facility provided by the e-Procurement system.

5.5.4 The bids will not be considered for further processing if bidders fail to comply on clauses above and tender fee and EMD will be reversed to the account from which it was received.

5.6 Tender Document Cost

5.6.1 Tenderer shall remit Tender document cost online in the e-tender portal & non remittance of Tender Document Cost as mentioned in the e-tender notice shall be one of the primary reasons for rejection of the offer in the first round.

5.6.2 Tenderers shall pay tender document cost as per Notice Inviting Tender.

5.7 Earnest Money Deposit (EMD):

5.7.1 Tenderer shall remit EMD of Rs. 20 Lakh (Rupees Twenty Lakhs only) online in the e-tender portal & non- remittance of sufficient EMD shall be one of the primary reasons for rejection of the offer in the first round.

5.7.2 None of the bidders are exempted from the remittance of EMD, in any case.

5.7.3 EMD of unsuccessful tenderers will be discharged/returned as promptly through online transfer.

5.7.4 The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.

5.7.5 No interest will be paid for the EMD remitted.

5.7.6 The EMD will be forfeited, if a tenderer;

5.7.6.1 Misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process.

5.7.6.2 Withdraws its bid after the opening of technical bid;

5.7.6.3 A successful tenderer, fails to sign the contract after issuance of Letter of Intent

5.7.6.4 Fails to furnish performance security after issuance of Letter of Intent.

5.8 Deadline for submission of tender.

5.8.1 Tenderers shall upload all the necessary documents in the e tender portal before the last date & time for online submission and the Tender Inviting Authority shall not be held liable for the delay.

5.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

5.9 Modification and Withdrawal of Bids

5.9.1 The tenderer can modify or withdraw bids submitted online before the last date & time for online submission.

5.10 Period of Validity of Tender

5.10.1 The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

5.10.2 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

5.11 Tendering System

5.11.1 The tenders / bids are to be submitted on-line in the e-tender portal.

5.11.2 PART-I entitled as TECHNICAL BID. The technical bid shall be submitted in the e-tender portal. The technical bid shall contain the complete technical

specification, details on competency and financial stability of the tenderer, delivery and after sales conditions.

- 5.11.3** PART II tilted as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 5.11.4** Bidders 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 more details, please visit the e-GP website www.etenders.kerala.gov.in or contact *Kerala State IT Mission, e-Government procurement PMU and Help desk, basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: etendershelp@kerala.gov.in .*
- 5.11.5** The tenderer shall enroll and register in the e-tender portal. The tenderer shall issue DSC to only the responsible person who is authorized to submit online bids.
- 5.11.6** The tenderers who do not submit the technical bid which reaches beyond the stipulated date and time will be treated non-responsive.
- 5.11.7** If the bids are not submitted as per the requirement of the above clauses, the Tender Inviting Authority shall assume no responsibility for the offer's misplacement and consequential rejection.

5.12 Pre-Bid Meeting

- 5.12.1** A pre bid meeting will be convened to clarify the doubts of the prospective tenders. The corporation may or may not amend the terms and conditions

as well as technical specifications of the tender document after the pre-tender meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

- 5.12.2** Date of pre-bid meeting is mentioned in Section I.
- 5.12.3** Pre-tender meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers, as part of ensuing transparency in the tender process.
- 5.12.4** It is an opportunity for the prospective tenderer to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.
- 5.12.5** It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc, so as to make amendments in the tender document on the basis of expert advice.
- 5.12.6** Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective tenderers to understand about the items tendered and the tender conditions.

5.13 Amendment of tender documents:

- 5.13.1** At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.
- 5.13.2** The amendments shall be published in e-tender portal, and the tenderer shall submit copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical

bid as a proof of having read and accepted the terms and conditions of the tender document.

5.13.3 The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

5.14 Contents of online Bid submission.

5.14.1 Tender Fee

5.14.2 Earnest Money Deposit

5.14.3 The documents such as notarized supply orders showing that the tenderer and manufacturer having previous experience in the business.

5.14.4 The notarized copies shall be scanned and uploaded in the e-tender portal and the original notarized copy shall be submitted to KSRTC Chief Office only if requested.

5.14.5 All documents requested for prequalification as per clauses from 4.27.1 to 4.27.19

5.15 Opening of Tender

5.15.1 The technical bid opening is online. The date of technical bid opening is only published in advance. The date of opening of price bid will be decided later / obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified tenderers from time to time.

5.15.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Tenderers or his/her representative shall

not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.

- 5.15.3** In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.
- 5.15.4** In the event of the tender and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- 5.15.5** The tenderer shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line bid.
- 5.16** The date and time of Price Bid opening will be intimated only after the opening of the Technical Bid and performance evaluation of the bus under proof of concept.

5.17 Evaluation of tender

- 5.17.1** The bid evaluation will consist of three stages viz, (i) Technical bid evaluations, (ii) Evaluation of price bid. iii) performance evaluation of Proto type.
- 5.17.2** The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.

5.17.3 The Bid Evaluation Committee may also verify the veracity of claims in respect the experience and reputation of tenderer in the field, the financial solvency etc.

5.17.4 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.

5.18 Evaluation of Price Bid:

5.18.1 A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

5.18.2 The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses of this RFP.

5.19 Clarification of Bids

5.19.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer (s) for clarification of points raised by the bid evaluation committee on its bids submitted.

5.19.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

5.20 Price Bids

5.20.1 The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation of the offered model of bus.

5.20.2 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid,

conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.

- 5.20.3** Tenderer shall download the available price bid format in e-tender portal, and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 5.20.4** Price Offered shall be all inclusive and in Indian Rupees.
- 5.20.5** Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.
- 5.20.6** There shall also be no hidden costs.
- 5.20.7** Tenderer shall quote prices in all necessary fields in the available format. All required areas of the BOQ file shall be filled up. The grey areas of the BOQ file shall not be edited.
- 5.20.8** CGST/IGST/SGST shall be quoted in this column in numeric values and in Rupees (If the field is left blank, value will be taken as zero).
- 5.20.9** The tenders which, are not accompanied by necessary documents / information will be liable to be rejected without assigning any reason for doing so.
- 5.20.10** No alteration in the PRICE BID format of tender (BOQ), specifications etc. will be permitted.
- 5.20.11** Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful tenderer on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- 5.20.12** Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

5.20.13 The Successful tenderer shall notify the Tender Inviting Authority of any material change which would impact on performance of its obligations under this Contract

5.20.14 The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful tenderer/its associate/affiliate etc.

5.20.15 All claims regarding indemnity shall survive the termination or expiry of the contract.

5.21 Penalties for non-performance

5.21.1 The penalties to be imposed, at any stage ,under this tender are;

5.21.2 imposition of liquidated damages,

5.21.3 forfeiture of EMD

5.21.4 termination of the contract

5.21.5 blacklisting/debarring of the tenderer.

5.21.6 Penalties for shortfall in SLA.

5.21.7 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of EMD as well as result in black listing/debarring of the tenderer.

5.21.8 The penalties to be imposed on the tenderer, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture or EMD or leading to black-listing/ debarring .

5.21.9 Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of

services shall render the successful tenderer liable to any or all of the following sanctions:

5.21.10 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of items from such tenderers.

5.21.11 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all tenderers participating in this tender. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

5.22 Corrupt or Fraudulent Practices

5.22.1 It is required by all concerned namely the User Institution/Tenderers/ Successful tenderers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

5.22.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

5.22.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Tenderes (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

5.22.4 Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

5.22.5 No tenderer shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority's bid may result in rejection of the tenderers bid.

5.23 Force Majeure

5.23.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, hartals, bandhs, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

5.23.2 If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the

successful tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.23.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

5.23.4 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above subparagraphs.

5.24 GENERAL INDEMNITY

The **BIDDER** has to be indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses which the Corporation may suffer or incur on account of any deficiency in services rendered by the company or breach of any, the company agrees to make good the loss suffered by the Corporation. The **BIDDER** shall undertake all responsibilities at his own risk and cost for the installation and maintenance of the entire. **Consumer complaints/litigations arising out of the default due to the bidder on service.**

5.25 Termination of Contract

5.25.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the

successful tenderer, terminate the contract, if the successful tenderer fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.

5.25.2 Unless otherwise instructed by the Tender Inviting Authority the successful tenderer shall continue to perform the contract to the extent not terminated.

5.25.3 Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful tenderer without any compensation, whatsoever, to the successful tenderer, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.

5.25.4 Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate interalia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective.

5.25.5 Termination on expiry of the terms

This agreement shall be deemed to have been automatically terminated on expiry of the contract period. **The bidder shall remove the buses from stations of KSRTC within 15 days from the date of expiry of the agreement.** KSRTC shall not be liable to pay any charges after the date of

termination of agreement. Ground rent at prevalent daily rates applicable at the time will be charged by KSRTC. If the bidder does not remove the contracted buses within 75 days of the expiry / termination of the agreement, KSRTC will have the right to dispose the aforesaid buses at the risk and cost of the contractor.

5.25.6 Termination at the sole discretion of KSRTC

Notwithstanding anything contained herein, the KSRTC may at its sole discretion terminate the agreement by giving to the bidder thirty (30) days written notice in case of **breach of any terms and conditions of the contract** or on any other administrative ground. Also if the project is found not viable to the Corporation in future, the Corporation has the right to terminate or regulate or change the conditions stipulated in the agreement.

5.26 Fall Clause

5.26.1 The prices charged for the item or service supplied under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the item or service of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority / user institution and the price payable under the contract of the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

5.27 Acceptance / Rejection of tenders

5.27.1 It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted. Usually the lowest offers of bidders qualified for the price bid opening shall be accepted, unless one sided conditions

unacceptable to the Tender Inviting Authority are provided in such price bid.

5.27.2 At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful bidder in the event the firm deviates from the agreed terms and conditions.

5.28 Notices

5.28.1 The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;

5.28.2 The tender notices, documents, corrigendum, addendum etc if any.

5.28.3 Amendments to the tender conditions, if any

5.28.4 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.

5.28.5 Final list of technically qualified bidders.

5.28.6 Summary of price bid opening.

5.28.7 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

5.28.8 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

5.29 Amendment of tender documents

5.29.1 At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

5.29.2 The amendments shall be published in website of KSRTC and e-tender site, and the bidder shall submit copy of amendments published if any

signed by the bidder or their authorized representative, shall be uploaded in e-tender site as part of the technical bid as a proof of having read and accepted the terms and conditions of the amended tender document.

5.29.3 The Tender Inviting Authority shall not be responsible for failure to inform the prospective bidders for any notices published related to each tender. Bidders are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

5.30 Evaluation of tender

5.30.1 Bid Evaluation Committee:

5.30.1.1 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.

5.30.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the buses offered, the experience and reputation of bidder in the field, financial solvency etc.

5.30.1.3 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published through e-tender site.

5.30.1.4 Bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

5.30.1.5 The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses of this RFP.

5.30.2 Arithmetical errors shall be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words shall prevail and the offer shall stand **corrected** to that effect. If the bidder does not accept the corrected amount, his offer shall be rejected. The Tender Inviting Authority may waive any minor infirmity or nonconformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other bidders.

5.31 Award of Contract

5.31.1 Criteria:- The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids, i.e. after price bid opening.

5.31.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease the quantity by up to twenty five (25) per cent.

5.31.3 If the quantity as mentioned in this RFP has not been increased at the time of the awarding the contract, and later if the Tender Inviting Authority increases the quantity beyond the said 25%, during the currency of the contract, then the discounted rates offered in the price bid form (BOQ) shall apply, but without any change in terms and conditions of this contract.

5.31.4 The details such as rates, the model of the buses selected for award of the contract and the details of successful bidders etc will be published during the period of price firmness on the website of the Tender Inviting Authority.

5.31.5 The successful bidder shall execute an agreement with the Tender Inviting Authority. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead

to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.

5.32 Resolution of disputes

5.32.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

5.32.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the tender document, either the Tender Inviting Authority/ User Institution or the successful tenderer may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

5.32.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Trivandrum, Kerala.

5.32.4 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.

5.33 Applicable Law & Jurisdiction of Courts

5.33.1 tract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

5.33.2 putes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram and Ernakulam.

5.34 GENERAL INSTRUCTIONS TO BIDDERS

5.34.1 Tender shall be made in English.

5.34.2 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.

5.35 ON LINE PAYMENTS:-

The bidders shall seek clarification from ***Kerala State IT Mission, e-Government procurement PMU & Help desk, basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram. 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.**

5.36 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 above in the presence of the Bidders/authorised representatives available. If the e-tender opening date happens to be a holiday or non-working day due to any valid reason, the Tender opening process will be done on the next working day at the same time and place specified. Any change in the opening date/time/venue due to other reasons shall be informed by way of Corrigendum published in the e-GP website.

5.37 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, basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram. 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.

- 5.37.1** Bidders are advised to note the Tender ID and Tender No. & Date for future reference.
- 5.37.2** 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.
- 5.37.3** 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.
- 5.37.4** Further details could be obtained from the office of the Chairman and Managing Director of Kerala State Road Transport Corporation during office hours.

5.37.5 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.

BIJU PRABHAKAR IAS

Chairman and Managing Director,
KSRTC (Tender Inviting Authority)

06.11.20

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

Seal of the bidder:

Appendix – 1

Specifications for the Hiring of Single Axle 12 Mtr Non-AC Electric Buses (WET LEASE UNDER FAME –II Scheme)

Sl. No	Specifications	Requirement		CONFORMANCE OF SPECIFICATIONS (YES /NO)	REMARKS IF ANY
1	Overall length of bus	mm	11900 to 12000		
2	Width of bus	Conforming to	As per CMVR		
3	Height of bus	Conforming to	As per CMVR		
4	Floor Height	mm	400 to 900 mm		
5	Seating Capacity	Including the one driver and conductor	Minimum 40 (in all)		
6	Seating Arrangement		2x2 / 3x2 as per type approval		
7	Seat Type	Premium quality seats	Ergonomically designed for comfortable journey in Moffusil operations. Seats should have high back rest with suitable head rest.		

Sl. No	Specifications	Requirement		CONFORMANCE OF SPECIFICATIONS (YES /NO)	REMARKS IF ANY
8	Retractable foot step beneath first step	Required for ensuring access to differently abled people (for all buses without kneeling facility)	Not required for buses having kneeling facility		
9	Air Conditioning		Not Required		
10	Suspension type	Front	Air /Weveller suspension		
		Rear	Air /Weveller suspension		
11	No. of passenger doors	Two	As Per CMVR and AIS :052		
12	Mode of operation of doors	Power operated	Driver Controlled		
13	GPS and Panic buttons	As per AIS 140	GPS should be Kerala MVD approved and compatibility to integrate with the software platform used by KSRTC		
14	Fleet management and bus scheduling software	Centralized GPS enabled vehicle tracking system with software required for generating GPS logs for KM run/punctuality etc	Required for the entire 50 electric buses. The software shall be scalable for accommodating the entire fleet of KSRTC that consists of about 6000 buses and compatible to integrate with the software platform used by KSRTC		

Sl. No	Specifications	Requirement		CONFORMANCE OF SPECIFICATIONS (YES /NO)	REMARKS IF ANY
15	Passenger Information System (PIS)	Required. Provision for passenger information system to be provided with inside digital display unit and integrated voice announcement system.	Required for the entire 50 electric buses. The software shall be scalable for accommodating the entire fleet of KSRTC that consists of about 6000 buses and compatible to integrate with the software platform used by KSRTC		
16	Range in Single Charge Throughout the entire contract period.	For 80% SOC	Min 200 Km with full load and in actual traffic conditions existing in Kerala.		
17	Max. Rated Speed	KmPH	As per CMVR and KMVR		
18	Minimum rated speed	KmPH	60		
19	Max Speed (With Speed Limiting Device)	Kmph	As per CMVR and KMVR		
20	Wheel drive motors positioning	Suitably mounted	As per CMVR and KMVR		
21	Charging Method		AC or DC Charging/DC Fast Charging/battery swapping/FCEV		
22	Charging time	Maximum time for full charging of from 20% to 100 % (SOC)	2 hrs(Maximum)		
23	Input Charging Voltage		3 Phase AC 440 V		

Sl.No	Specifications	Requirement		CONFORMANCE OF SPECIFICATIONS (YES /NO)	REMARKS IF ANY
24	Safety		Short circuit protection/over-temperature protection/lightning protection		
25	Fire retardancy	Should comply IS 15061:2002	Mandatory for all materials used in the construction buses both inside and outside the bus.		
26	Homologation / Certification	CMVR standards	Mandatory before supply of buses		
27	Destination Board Front	As per AIS 052	One LED type at front top		
28	Destination Board Rear	-do-	One LED type at rear centre		
29	Side destination board	-do-	One on left side top at centre (LED type)		
30	Control of destination board	Driver controlled	Single point control on dash board for all destination boards.		
31	Language of destination boards	English , Malayalam and Hindi	Mandatory		
32	Colour of Display	Amber	Mandatory		

SI.No	Specifications	Requirement		CONFORMANCE OF SPECIFICATIONS (YES /NO)	REMARKS IF ANY
33	Luggage space		Required to provide adequate luggage space for keeping permissible luggage of passengers.		
34	Mobile Charging Point	Required	5 Nos. of mobile charging unit should be provided with sufficient lock and key facility at a convenient location easily accessible to passengers.		
35	ITS	Required	As per CMVR and KMVR Rules and regulations((Mandatory). Wi-fi facility to be provided to passengers at free of cost		
36	Automatic Fare Collection (AFC) hard ware	Required	Suitable type of ticketing machines with NCMC card tapping facility should be provided at the entry and exit of the bus.		
37	Software platform for Automatic Fare Collection (AFC)	Required	As per the requirement of this tender		

Signature

Name and Address of the Tenderer

Place:

Date:

(Seal of the Tenderer)

NB: Original to be submitted to KSRTC.

APPENDIX - 2

FORMAT OF BANK GUARANTEE

To
The Kerala State Road Transport Corporation
(Address)

WHEREAS _____ (Name and address of the Company) (Hereinafter called "the bidder") has undertaken, in pursuance of tender no _____ dated _____ (herein after called "the tender") to participate in the tender of The Kerala State Road Transport Corporation, (address) with (description of supply installation, commissioning, testing and maintenance of CNG retrofitment kits in 5 (five) HSD buses of Kerala State Road Transport Corporation).

AND WHEREAS it has been stipulated by you in the said tender that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as Earnest Money Deposit for compliance with its obligations in accordance with the tender;

AND WHEREAS we have agreed to give the bidder ----- (name and address) such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the tender conditions and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending

before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the tender to be performed there under or of any of the Tender Documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Kerala State Road Transport Corporation.

This Guarantee will remain in force up to _____ (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of -----(Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch

Annexure-1

Undertaking regarding Type Approval Certificate under Central Motor Vehicle Rule 1989 of Government of India (CMVR 1989) of the offered Model. **(In Indian Stamp Paper worth Rs.200/- Notarized)**

Undertaking

We, M/s- - - - - , the manufacturer / operator (successful bidder) of electric buses, bidding in e-tender No. _ _ _ _ _ [**TENDER No. ML3/005249/19/E-BUS/FAME II**] do here by declare that our - - - - - model/ variant of standard electric bus having 12 mtr length is at present tested and approved in India as per Central Motor Vehicle Rule 1989 of Government of India (CMVR 1989) certification norms, and we are enclosing the copy of the CMVR type approval certificates.

We also agree that we will satisfy the technical eligibility criteria notified under FAME India Scheme Phase - II and also the Phased Manufacturing Programme (Localization) as notified by DHI from time to time.

(Applicable to those bidders who have type approval certificate as per CMVR 1989 for the offered model/variant of electric bus at the time of bidding)

Name & Signature of
Authorized Signatory of bidder

(Seal of bidder)

NB: Original to be submitted to KSRTC.

Annexure-2

Undertaking regarding Type Approval Certificate under Central Motor Vehicle Rule 1989 of Government of India (CMVR 1989) of the offered Model. **(In Indian Stamp Paper worth Rs.200/-- Notarized)**

Undertaking

We, M/s- - - - - , the manufacturer / operator (successful bidder) of electric buses, bidding in **e-tender No** - - - - - dated - - - - - [**TENDER No. ML3/005249/19/E-BUS/FAME II**]do here by declare that our - - - - -model/ variant of midi / mini / standard electric bus having - - - - Mtr length is at present type approved (*Type approval certificate attached*) in India as per Central Motor Vehicle Rule1989 of Governemnt of India (CMVR 1989) certification norms. We unconditionally agree that we would submit the CMVR type approval certificate of the offered model - - - - - having 12 Mtr length and meeting all the specification requirements of the above said tender at the time of delivery of bus. We also agree that in the event of failure to produce the CMVR type approval certificate of the offered 12 Mtr bus variant at the time of delivery of buses, our offer will be treated as invalid and in such instance the EMD amount furnished by us will be forfeited by KSRTC and if the EMD amount is not found sufficient to compensate the costs/losses/ damages occurred to KSRTC on account of non production of CMVR type approval certificate of the offered 12Mtr bus variant, we unconditionally agree to pay all costs / losses / damages occurred to KSRTC over and above the EMD amount.

We also agree that we will satisfy the technical eligibility criteria notified under FAME India Scheme Phase - II and also the Phased Manufacturing Programme (Localization) as notified by DHI from time to time.

(Applicable to those bidders who do not have type approval certificate as per CMVR 1989 for the offered 12 Mtr bus model / variant of electric bus at the time of bidding)

Name & Signature of
Authorized Signatory of bidder

(Seal of bidder)

NB: Original to be submitted to KSRTC.

Annexure-3

(Proforma of declaration to be furnished in a Indian Stamp Paper of Rs. 200/-)

{Notarization is Mandatory}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted anywhere.

Anti-Blacklisting Certificate

E-Tender No:..... Date.....

We, M/s. , the Manufacturer of electric bus / Operator (successful bidder) of electric buses, bidding in the **e-tender No. - - - - -** dated - - - - - [**TENDER No. ML3/005249/19/E-BUS/FAME II**] do here certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, as on the.....(Last date of submission of Bid).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the Biding Process or thereafter during the agreement period. Dated thisDay of, 20.....

Name & Signature of
Authorized Signatory of bidder

(Seal of bidder)

NB: Original to be submitted to KSRTC.

Annexure - 4

(In the letter head of bidder)

Declaration

We, M/s. , the
Manufacturer of electric bus / Operator (successful bidder) of electric buses,
bidding in the **e-tender No.** - - - - - dated - - - - -
[**TENDER No. ML3/005249/19/E-BUS/FAME II**] do here by declare
that we have registered office (s) in the State of Kerala at the following
addresses at present.

a. - - - - -
- - - - -

b. - - - - -

(Applicable to those bidders who have registered offices in Kerala at present)

Name & Signature of
Authorized Signatory of bidder

(Seal of bidder)

NB: Original to be submitted to KSRTC.

Annexure - 5

(In the letter head of bidder/prime bidder)

Declaration

E-Tender No..... Dated

We, M/s- -----,
the Manufacturer / Operator (successful bidder) of electric buses,
bidding in this **e-tender**

No. ----- dated ----- [**TENDER No. ML3/005249/19/E-BUS/FAME II**] do here by inform that we have no registered office in Kerala at present but we fully agree that we will open at least one registered office in the State of Kerala before entering into agreement with KSRTC.

(Applicable to those bidders who do not have registered offices in Kerala at present.)

Name & Signature of
Authorized Signatory of bidder

(Seal of bidder)

NB: Original to be submitted to KSRTC.

Annexure-6

(Performa of declaration to be furnished in Indian Stamp paper worth Rs. 200/-)

Declaration (Notarized)

E-Tender No..... Dated

We, M/s- - - - - , (Name and registered address of the bidder) the Manufacturer / Operator (successful bidder) of electric buses, bidding in this **e-tender No. - - - - -** dated - - - - - [TENDER No. **ML3/005249/19/E-BUS/FAME II**] do here by inform hereby unconditionally undertake that the electric buses offered in this tender will run for 200 Km in single charging (RANGE) at 80%of SOC under standard speed,load and traffic conditions exist in the state. We understand that the range in kilometer is highly critical in the service operation and hence we unconditionally agree that, if the RANGE at 80% of SOC falls below 200 Km, we will instantly do required rectification work to maintain the RANGE at the assured 200 Km at 80% of SOC of battery itself. Dated this Day of20.....

Name & Signature of
Authorized Signatory of bidder
(Seal of bidder)

NB: Original to be submitted to KSRTC.

Annexure – 7

(In the letter head of bidder/prime bidder)

CERTIFICATE OF FIRMNESS OF RATES

We, M/s- -----
 bidding in the tender No.Dtd..... [**TENDER
 No. ML3/005249/19/E-BUS/FAME II**] for the hiring of **50 Nos of
 single axle 12 Mtr Non-AC Electric Buses on wet lease under FAME-II
 scheme** hereby certify that the rate quoted against the e-Tender will be
 firm for entire period of contract.

Signature:

Name & Address of the Tenderer

Place:

Date:

(Seal of the Tenderer)

NB: Original to be submitted to KSRTC.

Annexure – 8

(Proforma of Certificate be furnished along with Technical Bid)

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorise Sri/Smt(name and address) who is presently employed with us and holding the position of As our attorney, to act and sign on my/our behalf to participate in the **TENDER No. ML3/005249/19/E-BUS/FAME II for the hiring of 50 Nos of single axle 12 Mtr Non-AC Electric Buses on wet lease under FAME-II scheme.** I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the ____day of 2020

For_____

(Name, Designation and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date: _____

Annexure-9

DECLARATION

(Proforma of declaration to be furnished in Government Stamp Paper of Rs.200/-)

To

The Chairman and Managing Director
Kerala State Road Transport Corporation,
Transport Bhavan, Thiruvananthapuram, Kerala

Sir,

Sub: e-Tender for the **for the hiring of 50 Nos of single axle 12 Mtr Non-AC Electric Buses on wet lease under FAME-II scheme**- reg.

We, M/s- -----,
bidding in the etender No.Dtd..... [TENDER No. **ML3/005249/19/E-BUS/FAME II**] **for the hiring of 50 Nos of single axle 12 Mtr Non-AC Electric Buses on wet lease under FAME-II scheme** do hereby declare that the rate quoted by us against your Tender under reference above are the lowest. We also declare that we will not operate under wet lease scheme the same model of buses under this contract, to anybody at a rate lesser than the rate quoted to you against your above cited tender for the next 12 months. In the event of supply of same model of buses at the rates lesser than the quoted rate in this tender, we agree to reimburse the difference amount to KSRTC, unconditionally.

Signature

Name and Address of the Tenderer

Place:

Date:

(Seal of the Tenderer)

NB: Original to be submitted to KSRTC.

END OF THE DOCUMENT