



**KERALA STATE ROAD TRANSPORT CORPORATION**  
**TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023**

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**TENDER No. ML3/005249/19/KKD**

**Dtd:13-12-2019**

**NOTICE INVITING TENDER (e-tender)**

**HIRING OF SINGLE AXLE 12 Mtr Non-AC Electric Buses (Fully Battery Powered)  
on WET LEASE for Kozhikode Zone.**

**TECHNICAL & COMMERCIAL BID**

1. Tenders in two bid system are invited from qualified bidders as per tender conditions for **Hiring of 12 Mtr Non-AC Electric Buses (Fully Battery Powered) on Wet Lease (OPEX model)**

<b>a</b>	<b>Tender No. &amp; Date</b>	<b>ML3/005249/19/KKD</b>	<b>13.12.2019</b>
<b>b</b>	<b>Item</b>	<b>HIRING OF SINGLE AXLE 12 Mtr Non-AC Electric Buses (Fully Battery Powered) on WET LEASE (OPEX model)</b>	
<b>c</b>	<b>Quantity</b>	<b>50 Nos.</b>	
<b>d</b>	<b>Specification of bus</b>	<b>Refer clause No. 2 of this Notice Inviting Tender(NIT)</b>	
<b>e</b>	<b>Place of tender Opening</b>	<b>Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram-695023</b>	
<b>f</b>	<b>Tender Fees (Non Refundable)</b>	<b>Rs.25000/- +<u>GST@12%</u> (Rs.28000/-) (Rupees Twenty Eight Thousand only)</b>	
<b>g</b>	<b>Earnest Money Deposit</b>	<b>Rs. 20 Lac (Rupees Twenty Lakh only)</b>	
<b>h</b>	<b>Mode of Payment of EMD &amp; Cost of Tender</b>	<b>Online through SBI Internet Banking/NEFT through e- procurement portal. EMD &amp; Tender Fee should be remitted as a single transaction. Split payment is not allowed.</b>	
<b>i</b>	<b>Mode of Submission of Tender</b>	<b>Tender should be submitted online through e-GP website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a></b>	
<b>j</b>	<b>Validity of Offer</b>	<b>Should be valid for 180 days</b>	
<b>k</b>	<b>Rate firmness</b>	<b>Offered Basic Rate should be firm for the entire contract period of 10 years from the date of offer.</b>	
<b>l</b>	<b>Contact address/ Telephone nos. for help in case of any doubt in e-tendering process (Help desk)</b>	<b>Kerala State IT Mission, e-Government procurement PMU &amp; Help desk, basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram. Ph: 0471 – 2577088, 2577188; Toll free No.18002337315; e-mail: <a href="mailto:etendershelp@kerala.gov.in">etendershelp@kerala.gov.in</a> Website: <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a></b>	

## 2) Specifications of SINGLE AXLE 12 Mtr Non-AC Electric Buses (Fully Battery Powered)

<b>Specifications</b>		
<b>Overall length of bus</b>	<b>mm</b>	<b>11900 to 12000</b>
<b>Width of bus</b>	<b>Conforming to</b>	<b>As per CMVR</b>
<b>Height of bus</b>	<b>Conforming to</b>	<b>As per CMVR</b>
<b>Floor Height</b>	<b>mm</b>	400 to 900 mm
<b>Seating Capacity</b>		<ol style="list-style-type: none"> <li>1. Minimum 40 (in all) in case of buses having NO WHEEL CHAIR access and locking facility.</li> <li>2. Minimum 34 Nos (in all) in case of buses having WHEEL CHAIR access and locking facility.</li> </ol>
<b>Orientation of seats</b>		<b>All seats should be fitted forward looking for ( Not compulsory for the buses with wheel chair access facility)</b>
<b>Seating Arrangement</b>		<ol style="list-style-type: none"> <li>1. 2x2 for buses having WHEEL CHAIR access and locking facility.</li> <li>2. 2x2 or 2x3 for buses having NO WHEEL CHAIR access and locking facility</li> </ol>
<b>Seat Type</b>		<b>Having high back rest suitable for moffusil operation.</b>
<b>Wheel chair access&amp; locking facility</b>		<b>Required for 12 buses (25%)</b>
<b>Suspension type</b>	<b>Front</b>	Air /Weveller suspension
	<b>Rear</b>	Air /Weveller suspension
<b>Doors</b>	<b>Two</b>	<b>As Per CMVR and AIS :052</b>
<b>GPS and Panic buttons</b>	<b>As per AIS 140</b>	<b>Mandatory requirement</b>
<b>Door operating mechanism</b>		<b>Driver operated</b>
<b>Kneeling mechanism</b>		<b>Optional</b>
<b>Range in Single Charge (as per AIS 040, CMVR 124) Throughout the entire contract period.</b>	<b>For 80% SOC</b>	<b>Min 200 Km</b>
<b>Max. Rated Speed</b>	<b>Kmph</b>	<b>As per CMVR and KMVR</b>
<b>Max Speed (With Speed Limiting Device)</b>	<b>Kmph</b>	<b>As per CMVR and KMVR</b>
<b>Electric motors positioning</b>		<i>Suitably positioned as per homologation certificate</i>
<b>Acceleration 0-30 kmph (sec)</b>		<b>As per CMVR and KMVR</b>
<b><i>Air Conditioner</i></b>		<b><i>Not Required</i></b>
<b>Charging Method</b>		<b>AC or DC Charging/DC Fast Charging</b>
<b>Input Voltage</b>		<b>3 Phase AC 440 V</b>

<b>Safety</b>		<b>Short circuit protection/over-temperature protection/lightning protection</b>
<b>Fire retardancy</b>	<b>Should comply IS 15061:2002</b>	<b>Mandatory for all materials used inside the bus as per IS 15061:2002</b>
<b>Homologation / Certification</b>	<b>CMVR standards</b>	<b>Mandatory before supply of buses</b>
<b>Destination Board Front</b>	<b>As per AIS 052</b>	<b>One LED type at front top</b>
<b>Destination Board Rear</b>	<b>-do-</b>	<b>One LED type at rear centre</b>
<b>Side destination board</b>	<b>-do-</b>	<b>One on left side near centre door (LED type)</b>
<b>Control of destination board</b>	<b>Single control on dash board</b>	<b>Single control on dash board for all destination boards</b>
<b>Language of destination board</b>	<b>English , Malayalam and Hindi</b>	<b>Mandatory</b>
<b>Colour of Display</b>	<b>Amber</b>	<b>Mandatory</b>
<b>Luggage space</b>		<b>Required to provide adequate luggage space for keeping permissible luggage of passengers.</b>
<b>Mobile Charging Point</b>	<b>Required</b>	<b>Required.</b>
<b>ITS</b>	<b>Required</b>	<b>As per CMVR , KMVR Rules and regulation, To provide Wi-fi, GPS) etc to the passengers free of cost ((Mandatory)</b>
<b>Automatic Fare Collection (AFC) hard ware</b>	<b>Required</b>	<b>Suitable type of ticketing machines with NCMC card tapping facility should be provided at the entry and exit of the bus.</b>
<b>Software platform for AFC</b>	<b>Required</b>	<b>As per the requirement of this tender</b>

### 3. GENERAL CONDITIONS

- a. In wet lease OPEX model contract the bidder shall provide the charged buses along with DRIVER
- b. KSRTC will deploy its conductor or make necessary arrangements for passenger fare collection as desired by it.
- c. Type of application of buses:- Buses will be operated used for intercity / moffusil / city operation in mixed terrain.

- d. The “bidder” should be either a manufacturer of Electric buses or Operator of buses or a Consortium of Operators or Consortium of Manufacturer and Operator, which are legally eligible and competent to take part in tenders and to enter into agreement with KSRTC and are having required registrations and manufacturing facilities (applicable in case manufacturers) in India.
- e. **Buses:-** Buses mean Electric buses that meet all the specification requirements of this tender.
- f. 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.
- g. The Bidder should provide buses on OPEX model (WET-lease –with driver and fuel) subject to the conditions of this NIT.
- h. The rate to be quoted on Gross Cost Contract (GCC) basis including the cost of Electricity, cost of chargers, charging infrastructure like transformers, substations, civil works and installations required for constructing charging infrastructure , maintenance cost, manpower cost etc.
- i. The buses provided on Wet Lease in this tender should be registered in the state of Kerala and having **age less than three months** at the time of delivery to KSRTC.
- j. 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.
- k. 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.
- l. Conditional tenders will be summarily rejected.
- m. 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) once they are issued with LOA.

- n. Final decision of tender proceedings will be vested with the Chairman and 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.
- o. The tenders which are not accompanied by necessary documents / information will be liable to be rejected without assigning any reason for doing so.
- p. No alteration in the form of tender (BOQ), specification etc. will be permitted.
- q. The selected bidder/bidders will be awarded Contract by KSRTC for providing Electric Buses on hiring contract under WET- lease basis (OPEX model) as applicable.
- r. The service operation shall be totally under the control of KSRTC.
- s. Charging infrastructure shall be provided by the bidder at different locations including bus operating depots and satellite depots as per the Bus deployment plan of KSRTC.
- t. KSRTC will provide the land and space for installing the Charging infrastructure for the contracted buses provided to KSRTC.
- u. 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.
- v. Maximum operation hours per day will be 14 hours within a span of 16 hours.
- w. **Prototype:-** A prototype as per the tender specification has to be supplied within 90 days from the date of issue of LOA.
- x. **Delivery of Buses:-** 50% of the awarded quantity shall be delivered within 9 months from the date of issue of LOA
- y. **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.
- z. **Delivery of Buses:-** Delivery of buses do not mean the 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 number of buses “ready for commercial operation” on the day of issuing the Completion Certificate. The delivery said to have happened when such a Completion Certificate is issued by operator and KSRTC is satisfied as per the tenders terms and conditions.

- aa. **LIQUIDATED DAMAGE:-** 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 is unable to issue “Completion Certificate” of the buses for reasons not attributable to KSRTC or due to a Force Majeure event, the Operator 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 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 Event of Default. The Damages payable by the Operator shall become due and payable within 7 (seven) days of receipt of notice in this regard from KSRTC
- bb. **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 on rental basis as per the commercial terms (which will be finalized through mutual agreement) existing in KSRTC but **strictly subject to availability of land.**
- cc. **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.
- dd. **Bus bays for maintenance purposes:-** Covered Built space for maintenance and other purpose, if required, will be provided on rental basis at a monthly rent of **Rs.20/- (Rupees Twenty only) per sqft, strictly subject to availability of such space. The successful bidder can renovate or refurbish the existing built space without causing any change in layout and structure.**

ee. Periodicity of payment and mode of payment to operators: The payment will be made on fortnightly basis. The operator (successful bidder) will have to submit the invoice on 16<sup>th</sup> of the every month and the payment the for the same will be made in next 15 days time.

#### **4. SCOPE OF WORK**

- a.** To procure, supply and operate at its own cost and expense the Contracted Buses in accordance with the Fleet Deployment Plan / requirement of KSRTC intimated from time to time.
- b.** To provide Electric Buses registered in the state of Kerala and having **age less than three** months to KSRTC under WET Lease on OPEX model (WET-lease).
- c.** To supply, maintain and operate the Contracted Buses in compliance with terms of the operating plan/requirement plan 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*
- d.** To provide duly licensed drivers to ensure continued and uninterrupted bus service as per agreed schedule and applicable laws.
- e.** To ensure that all drivers, staff and personnel engaged by the bidder are provided with the required training for driving the contracted buses, safety, polite behaviour and hygiene aspects etc.
- f.** 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 and appeal.
- g.** 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.
- h.** To allow access to the contracted buses while providing bus services to all members of the public without any prejudice or discrimination.
- i.** To engage and deploy trained professionals for the purposes of maintenance of the Contracted Buses at its own cost and expense. Bidder will be responsible for the maintenance of these Electric Buses including

its spares. Bidders should maintain the infrastructure and manpower required for the maintenance of the buses at their own cost.

- j.** 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.
- k.** The bidder should upload the Model/ Brand/ Variant and technical specification of the Electric bus.
- l.** 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.
- m.** Ensure that all Applicable Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel required in relation to the operation and maintenance of Bus Service.
- n.** To ensure the minimum assured range of 200Km in single charging at 80% of SOC unconditionally
- o.** The bidder shall compulsorily provide the technical specification of the Electric bus offered in the tender.

#### **5. ELIBILITY CRITERIA FOR ORIGINAL EQUIPMENT MANUFACTURER (OEM)**

- a. OEM shall be an Indian manufacturer of the electric bus having a manufacturing facility India.
- b. 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 (100% battery operated) from the designated testing center in India. i.e., CMVR type-approval of at least one model of electric bus.
- c. 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.

## 6. PREQUALIFICATION CRITERIA

- a) The “bidder” should be either a manufacturer of Electric buses or operator (company or firm) or a consortium of operators or consortium of manufacturer and operator (*there shall not be more than 3 members in the consortium*) which are legally eligible and competent to take part in tenders and to enter into agreement with KSRTC and having necessary related registrations with the respective state government departments concerned and central government as applicable. Manufacturer should submit their manufacturing license in India. Operators should their company/firm’s registration certificate from respective Government Instrumentalities **Proof of documents in this regard to be uploaded (Mandatory).**
- b) The manufacturer of the offered Electric bus should have required manufacturing facilities in India and should comply with the Localisation requirements insisted by the DHI in connection with the FAME scheme. They should be duly approved by **Department of Heavy Industries (DHI)** as per the guide lines of FAME scheme of Government of India. **Proof of documents in this regard to be uploaded (Mandatory).**
- c) 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 and any other technical know how required to run the offered brand of Buses through out the entire period of contract of 10 years. Authorization letter to be uploaded (**mandatory**). OEM can participate in the tender as a single bidder or part of consortium and can also issue **Authorisation Letter** to other bidders to participate in the tender.

- d) If the bidder is an operator they should have a minimum positive **net worth of Rs 3 crore** in the last financial year. In case of **Consortium it will be 3 crore for all the consortium members together**. (Audited balance sheet for the last financial year has to be uploaded (**Mandatory**)).
- e) The bidder(s) should have an average turnover of at least **Rs.10 crores** for the last three financial years, irrespective of the turnover in each year. (**In case of consortium all members should have combined turn over of Rs.10 crores**). **Audited financial statements for the last three financial years should be uploaded.(Mandatory)**
- f) **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***
- g) If the Bidder / Prime bidder (in case of consortium) is a subsidiary of a company, the Bidder/Prime Bidder can use the **financial/technical** credential of its holding /Parent company for fulfilling the **financial/technical** qualification subject to submission of a certificate of undertaking from its holding/parent company along with the tender. Proof of documents should be uploaded in case of such bidders. (Mandatory)
- h) The Manufacturer whose buses are offered in the tender should have tested and homologated at least one model of mini/midi/standard bus tested, homologated and certified and in India at the time of bidding. Homologation certificate of the approved model at the time of submission of tender should be submitted online in e-tender. **Proof of documents to be uploaded (Mandatory)**
- i) If at the time of submission of tender Electric bus variant offered to KSRTC 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 at the time of delivery of buses. The 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 would be liable be out rightly 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 - A duly attested by notary to be uploaded (Mandatory)**

The original declaration **in Annexure –A** in hard form should be submitted to this office on or before the time of opening of prequalification tender.

j) **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 –B) 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. The original declaration **in Annexure –B** in hard form should be submitted to this office on or before the time of opening of tender.

k) This Notice Inviting Tender (NIT) should be signed and stamped on all pages by the prime bidder and it should be scanned and uploaded. (**Mandatory**)

l) Bidders should remit the required Tender Fee and Earnest Money Deposit (EMD) in ‘Online mode’ through SBI/NEFT, as per **1(f) and 1(g)** of the Notice Inviting Tender. No exemption in the case of EMD and Tender Fee. *Bidders should ensure and convince themselves that the online payments made by them have been successfully transferred. KSRTC shall under no circumstances be responsible for failed transaction of the payments due to non-compliance of any online banking procedure and consequent rejection of tender.* 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**)

m) The bidder/prime bidder should upload the specifications and related brochure and literatures of manufacturer of buses offered in the tender. (**Mandatory**)

- n) The bidder(s) entering in to contract with KSRTC for hiring of buses shall have to establish at least one service support office in local city/town of the State of Kerala, Tamil Nadu and Karnataka as applicable. Undertaking to be submitted to the effect that they have a registered office in Kerala or they will establish an office in Kerala before entering into agreement with KSRTC. Undertaking to be given in this regard as per **Annexure –C in the Letter Head of the Bidder. (Mandatory)**
- o) 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). The bidder should submit an undertaking in **Annexure-D** to this effect in Indian Stamp Paper worth Rs. 200/- (duly notarized). **(Mandatory)**
- p) **Consortium:-** In case of a consortium the same **shall not consist of more than three companies** and shall be formed under a Duly Stamped Consortium Agreement 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 hard copy of original **Consortium Agreement** should be submitted directly to this office (mechanical section) immediately after the submission of online tender. The other members of the consortium can be either Bus Manufacturer or Operators having the qualification laid down in this NIT.

**All original documents should be submitted in hard form to the Mechanical Section of KSRTC, Transport Bhavan Fort, Thiruvananthapuram before the opening of e-Tender**

## **7. BIDDING TERMS AND CONDITIONS**

- a) **PERIOD OF LEASE CONTRACT:-** The contract tenure will be for 10 years.
- b) **PERFORMANCE SECURITY:-** The Operator shall, for the performance of its obligations hereunder till the expiry of the Contract period, provide to KSRTC an irrevocable and unconditional guarantee for an amount equal to 5% of the entire value of contract to KSRTC in the form of an Account payee DD / Bank Guarantee from any scheduled/**nationalized** bank in India. 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** or in 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, the KSRTC may encash 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.

**c) 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 this Agreement.

**8. 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.

**9. PRICE/BIDDING OF RATES:-** The bidder will quote price for hiring of **12 Mtr –Single Axle Non-Ac Electric –Bus** for “**one kilometre**” of operation in Indian Rupees for each slab/slabs of expected scheduled km of operation for during contract period as given in e-tender BOQ. **The rates offered should be inclusive of electricity charges, cost of installing charging infrastructure, cost of manpower such as driver 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 etc.**

**GST will be applicable as per the prevailing GST Rules /Laws.**

**a) BIDDING DOCUMENT:-** In the Bill of Quotation (BOQ) the rates are to be mentioned in rupees only. Discounts if any to be mentioned in Rupees and **not in percentages**. The bidders are requested to upload the most competitive rates carefully. The bidder should fulfil 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.

i. **DECIDING SLAB:-** 201-250 Km slab will be called the “DECIDING SLAB”.

ii. This does not imply that the vehicles should be operated within the slab (Deciding Slab). There shall be requirements to operate the buses beyond this slab (deciding slab) and the bidders are bound to operate the offered buses as per the service schedule/ operation plan of KSRTC. The rates applicable for the operation of additional Km shall be calculated as below.  
**No exemption shall be given to this under any circumstances.**

iii. **Payment for operation of buses beyond the assured distance:-** The minimum assured distance per bus is defined in this NIT. However, if there is requirement in future, the buses will be operated for more distance than the minimum assured distance. Then the bidders will be eligible for rates as per the below given criteria.

**b) The bidder should quote the rate of hiring buses in the Deciding Slab of 201-250 Kilometer.**

<b>Deciding Slab for which the rates to be quoted. (per day)</b>	<b>10 year tenure</b>
201-250	

**c) CALCULATION OF RATES FOR THE EXTRA DISTANCE OPERATED BEYOND THE ASSURED DISTANCE:-**

- i. The L1 rates quoted for the “deciding slab” of 201-250 will be taken as the base.
- ii. As per EoI format of DHI vide No. F.No. 6(09)/2019-NAB.II(Auto) Dated 4th June - 2019 (Clause 9. 3 (a)) it is observed that 50% of the GCC rate quoted by the bidder is because of the capital cost of the bus and remaining 50% is towards meeting the operational expenditure for running the bus including the cost of electricity.
- iii. As such the cost of 50% of the GCC rates quoted in deciding slab of 201-250 Km will be considered as **fixed cost** for any distance of operation. The remaining 50% of the GCC rates quoted in deciding slab will be the **variable cost** and the same will be paid for every extra Kilometer operated beyond the minimum assured distance.

**10. KILOMETER CALCULATION:**

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 approved parking place approved by KSRTC in writing and away from KSRTC stand, 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. Any distance operated by the operator for vehicle maintenance purpose, bus washing purpose, trials or any other purpose other than those mentioned earlier will be excluded from calculation.

**11. ASSURED DISTANCE PER YEAR**

**The buses under this contract will be operated for a minimum distance of 91000 KM per year / 9.1 lac kilometers during the entire contract period of 10 years.** The assured distance of 91000 KM per year / 9.1 lac kilometers 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 electric buses to depot every day for operations as per

the agreement. But this will not be applicable in the case of force majeure situations and strikes / harthal / bandhs and such other protests by the public in the state of Kerala or where these buses are being operated. **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.**

## **12. RANGE IN SINGLE CHARGE**

Bidders should understand that the **Range** ( Distance that can be operated after fully charging the bus once in the prevailing operational condition) in kilometre 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. To this effect they have to submit an undertaking that the battery powered electrical buses offered in this tender will run for 200 Km in single charging at 80% of SOC unconditionally.

## **13. DEPLOYMENT OF ELECTRIC BUSES**

**The buses under this project will be 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).**

<b>ZONE</b>	<b>DEPOT</b>	<b>NO.OF BUSES</b>
<b>Kozhikode</b>	<b>THAMARASSERY</b>	<b>25</b>
<b>Kozhikode</b>	<b>PERUNTHALMANNA</b>	<b>25</b>
<b>TOTAL</b>		<b>50</b>

## **14. 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 mofusil 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 capacities have to be set up in the following depots too.

<i>Top Up stations</i>	<b>No. of buses to be charged at a time</b>
<b>KOZHIKODE</b>	<b>4</b>
<b>MALAPPURAM</b>	<b>4</b>
<b>SULTHANBATHERY</b>	<b>4</b>
<b>MANANTHAVADEY</b>	<b>4</b>
<b>PALAKKADU</b>	<b>4</b>
<b>THRISSUR</b>	<b>2</b>

## **15. RESPONSIBILITIES OF THE BIDDER (OPERATOR)**

- a) 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.
- b) 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.
- c) 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.
- d) The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- e) 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.
- f) 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:

- (i) 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;
  - (ii) 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;
  - (iii) perform and fulfill its obligations under the Financing Agreements;
  - (iv) 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;
  - (v) 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;
  - (vi) 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;
  - (vii) ensure that users of the buses are treated with due courtesy and provided with ready access to services and information;
  - (viii) support, cooperate with and facilitate KSRTC in the implementation and operation of the Project in accordance with the provisions of this Agreement and
  - (ix) 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;
  - (x) and transfer the charging infrastructure and other facilities in Depots to the KSRTC upon Termination of this Agreement.
- (g) 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.

- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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:
  - (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. 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.

- (m) 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. he 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.
- (n) 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.
- (o) 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.
- (p) The bidder 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.
- (q) 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.

- (r) Repair / replacement / maintenance of tyres and batteries of the contracted buses will be the responsibility of the bidder.
- (s) To ensure proper up-keeping, including but not limited to washing, cleaning, denting / painting of the Contracted Buses.
- (t) 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.
- (u) 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.
- (v) To provide proper uniforms to drivers driving the Contracted Buses in the case of WET Lease. To provide properly trained (trained by vehicle manufacturer) well mannered responsible, physically and mentally fit drivers for operating the contracted buses.
- (w) To deploy adequate trained technicians and supervisory staff to ensure quality in maintenance of the Contracted Buses.
- (x) To maintain adequate inventory of material / parts to avoid any delay in the timely maintenance of the Contracted Buses.
- (y) 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.

(z) Penalty will be imposed in case of any short comings in time/quality bounded operational efficiency as per the agreement

(aa) To maintain record of all activities carried out in the workshop during the maintenance and operation of the Contracted Buses.

(bb) To make adequate communication arrangements for effective and timely communication in case of any incidents / accidents / breakdowns.

(cc) 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.

(dd) 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.

(ee) 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.

(ff) **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)

(gg) **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 3<sup>rd</sup> party body injury liability or loss of life on each occurrence as per the statutory provisions.

- (hh) 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.
- (ii) All legal obligations are to be complied with by the bidder (s) including awards from Consumer courts, labour courts and all other courts.
- (jj) 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.
- (kk) 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.
- (ll) The bidder shall maintain adequate spare buses to meet the assured **100 %** availability of buses.
- (mm) **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.
- (nn) **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.

## 16. OBLIGATIONS OF KSRTC

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.
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.
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. To provide the details of routes to be undertaken by the Operator in accordance with the Fleet deployment and operation plan of KSRTC;
  5. To provide land on license for setting up and operating of charging installations in Depots in accordance with the provisions of this Agreement;
  6. To provide, or cause to be provided, road connectivity at any location on the boundary of the operating Depots;
  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. **KSRTC will provide 11 KV incoming UP STREAM electrical energy at the operating depots.** To assist the Operator in obtaining licences to utilities, including water and electricity for the smooth conduct of the contract.
8. 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.
9. To support, cooperate with and facilitate the Operator in the implementation and operation of the Project in accordance with the provisions of this Agreement.
10. 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.
11. To finalize paint scheme / graphics of the contracted buses along with branding of fleet, if considered necessary.

12. To arrange the requisite inspection of the Contracted Buses before dispatch to ensure quality, paint graphics and optional fitment, if considered necessary.
  13. To arrange the requisite permits and to finalize proper fleet management / scheduling of the Contracted Buses.
  14. To take responsibility for revenue collection by deploying the bus conductors in the case of WET Lease.
  15. 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.
  16. To provide tickets and all necessary stationery required for service operation.
  17. 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.
  18. 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.
- 17. Fee (payment):-**In consideration for undertaking the Project, KSRTC shall pay the Operator, based on the total distance travelled by each Bus, Operated by the Operator (“**Bus Kilometers**”) in fulfilment of the Operators obligations under this Agreement. The payment made to the operator in this manner is termed as “**Fee**”. The Fee shall remain fixed for the entire period of contract. The Parties agree that the Bus Kilometer shall comprise:
- (a) Distance travelled by a Bus assigned on a particular Route as per the Deployment Plan;
  - (b) 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;
  - (c) Distance travelled by a Bus from its last Bus Stop as per the Deployment Plan to the operating Depot at the end of the day’s service; and
  - (d) Distance travelled by a Bus without passengers which is outside the Deployment Plan but approved by KSRTC in writing for meeting specific requirements.

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. The Operator shall compute and provide to the Authority, for every month, the total number of kilometres 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.

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 in the same route which ever is lesser will be considered.

**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 quoted by the Operator in its Bid. The Operator shall submit an invoice in respect of the Bus Kilometres 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.

## **18. ESCROW ACCOUNT**

**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 for the successful conduct of the contract.

## **19. 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 operation shall be met by the BIDDER**

## **20. TERMINATION**

### **a. 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.

### **b. 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.

## **21. JURISDICTION OF APPLICABLE LAWS**

All questions, disputes or differences arising under or out of or in connection with this contract shall be subject to the laws of India and to the exclusive jurisdiction of the Courts in Thiruvananthapuram and Ernakulam.

## **22. FORCE MAJEURE**

During the period as the obligations of the parties are suspended by force majeure, the bidder shall not be entitled to payment of any rate and the KSRTC is not liable to pay the rental charges in the event of interruption of services or dislocation of services / non –operation of services due to unforeseen incidents, harthals / bandhs / strikes / natural calamities / act of God.

## **23. ARBITRATION**

Disputes if any, shall be settled through mediation and Corporation will notify mediating official from time to time and only when mediation is failed, litigation within the jurisdiction of the courts at Thiruvananthapuram need to be resorted.

## 24. SERVICE LEVEL AND PENALTIES FOR SHORTFALLS

Sl. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
1	Schedule operation in % per day	1. 98 % in the first two years 2. And there after 0.5% decrease in every year	Rs.30/-per km for the entire scheduled kilometer (km) will be the penalty for the schedule cancelled due to non-supply of buses by the operator..
2	KM utilization of the scheduled service in %. per day	1. 98 % in the first two years 2. And there after 0.5% decrease in every year	Rs.30/-per km will be the penalty for the distance in kilometer (km) cancelled per bus per day due to reasons of the operator.
3	Punctuality (Adherence to time schedule as prescribed by KSRTC calculated in terms of %)	100% punctuality calculated on a day-to-day basis.	The penalty @ 5 KM for every 0.50% shortcoming. <u>Notes-</u> 1. Any early arrival is not at all 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 a point, the scheduled departure time owing to late arrival of the buses at the Depot due to any circumstance beyond the control of the <b>operator</b> 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	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 1 of the penalty clause will be applicable. b. In all minor cases, where KSRTC considered it

		wiper machine and lightings etc.	appropriate to send the bus on schedule, the penalty @ 5 KM per bus (even for one or more shortcoming) shall be levied.
5	Range in KM in single charging	200 Km (minimum) in single charge	Should be adhered to. If any interruption happen in between service /schedule operation due to short fall in range penalty @Rs. 500/- will be imposed.
6	Driver negligence	Includes any form of negligence on the part of the driver.	The Penalty @ 5 KM for every incident of negligence brought to the notice of the operator 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 during the period of the contract will not be plying 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 criminal legal procedures against the operator.
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 15 Minutes as mentioned, the Corporation will have discretion to decide either to send the bus for service or to cancel the schedule.</p> <p>If the bus is provided within 15 minutes prior to the scheduled departure there will not be any penalty.</p> <p>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 for every five (5) minutes up to maximum fifteen (15) minutes.</p> <p>And there after the Trip/Schedule may be cancelled or operated imposing the penalty @20 km for every five (5) minutes for the whole period of delay subject to a maximum of thirty (30) minutes delay after 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</p>

			cancelled and penalty as per Clause (1) of the penalty clauses will be applicable.
9	Other kind of single break-down of Contracted Buses calculated in terms of number of Break -downs	NIL	The penalty @ 10 km for every first Break down in a month.
10	Repeated break downs	In case of break down for more than one occasion in a month of the same bus.	The operator would not be entitled to receive any amount for the second break down, even for the distance covered by the bus prior to its break down. Note:- In case of any claim raised by any passenger and finally passed by any court of law, towards the incomplete journey, same will be at the cost and risk of the operator.
11	Changing of route	The Corporation by giving intimation to the operator, can change the schedule /route or the timing of any particular bus. In those eventualities, the operator will have to follow such instruction.	In case of default by the successful bidder to follow such instruction/direction, the KSRTC will have the right to stop the operation of the bus. The corresponding hiring rate applicable to that slab of km of the changed schedule/route will be the penalty.

12	Leave for Accident repairs	<p>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 a spare bus of good condition, not older than 2 years over every 10 buses to provide 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...</p>	<p>In case of major accident in which the body repairs are extensive, a maximum period of 10 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.</p> <p>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.</p> <p>During the period for which the contracted bus will remain un-operational, the operator shall provide suitable replacement. In case, the bus remains un-operational for more than the leave sanctioned for accident repairs, penalties as per clause (1) of penalty clauses will come into force.</p>
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.

## 25. Applicability of Model Concession Agreement of NITI Ayog.

*“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 and the Authority.”*

## 26. GENERAL INSTRUCTIONS TO BIDDERS

- a) Tender shall be made in English.
- b) In case of NEFT, remittance should be made only to the 22 digit beneficiary account number as seen in the remittance form which is available in the e-portal while submitting tender.
- c) **ON LINE PAYMENTS:-** The bidders shall seek clarification from *Kerala State IT Mission, e-Government procurement PMU & Help desk, 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](mailto:etendershelp@kerala.gov.in) ; Website: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)* and make himself conversant with procedure for online payment of the Tender Fee and EMD. **KSRTC shall under no circumstance be responsible for failed transactions due to non compliance of the above procedure.**
- d) The bid will be opened online through the e-GP website [www.etenders.kerala.gov.in](http://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.
- e) . **DIGITAL SIGNATURE CERTIFICATE:-**

Bidders will have to procure legally valid Digital Certificate as per Information Technology Act, 2000 for digitally signing their electronic bids. Bidders can procure the same from any of the license certifying authority of India. For obtaining Digital Signature Certificate and help on e-tendering process, please contact Kerala State IT Mission, e-Government procurement PMU & Help desk, basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) ; Website: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) on all government working days from 9.30 A.M to 5.30 P.M.

- f) Bidders are advised to note the Tender ID and Tender No. & Date for future reference.
- g. All uploaded scanned documents should contain the signature and the office seal of the bidders and should be digitally signed while uploading in e-tender portal. Documents uploaded without digitally signing shall entitle rejection of the Tender.
- h. The digitally signed Tender document and other specified documents shall be submitted online through the e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) well in advance before the last date and time. No submission shall be allowed after the last date mentioned.

27. 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.

Sd/-

**CHAIRMAN AND MANAGING DIRECTOR**

**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

Annexure-A

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 of electric buses, bidding in e-tender No. \_\_\_\_\_ [NIT No. ML3/005249/19/KKD dated 13.12.2019] do here by declare that our \_\_\_\_\_-model/ variant of midi / mini / standard electric bus (fully battery powered) 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-A

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 of electric buses, bidding in **e-tender No** ----- dated ----- [NIT No. ML3/005249/19/KKD dated 13.12.2019] do here by declare that our ----- -model/ variant of midi / mini / standard electric bus (fully battery powered) having - - - - Mtr length is at present type approved 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 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 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, 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 model / variant of electric bus at the time of bidding)*

(Seal of bidder)

Name & Signature of  
Authorized Signatory  
of bidder

NB: Original to be submitted to KSRTC.

**Annexure B**

(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

**Anti-Blacklisting Certificate**

Tender No:

Date:

M/s.....(Name of the Bidder), (the names and addresses of the registered office) hereby 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 Bidding Process or thereafter during the agreement period. Dated this .....Day of ....., 20.....

Name of the Bidder

**Signature of the Authorized person Name of the Authorized Person**

(Seal of the Tenderer)

Annexure - C  
(In the letter head of bidder)

We, M/s. . . . . , the Manufacturer of electric bus / Operator of electric buses, bidding in the **e-tender No.** - - - - - dated - - - - - [NIT No.ML3/005249/19/KKD dated 13.12.2019] do here by declare that we have registered office (s) in the State of Kerala at the following locations 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 - C  
(In the letter head of bidder)

We, M/s- -----,  
the Manufacturer / Operator of electric buses, bidding in this **e-tender**  
**No.** ----- dated ----- [No.ML3/005249/19/KKD dated 13.12.2019 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-D**

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

**Declaration**

Tender No..... Dated .....

We, M/s .....

.....  
(Name and registered address of the bidder) hereby undertake unconditionally that the battery powered electrical buses offered in this tender will run for 200 Km in single charging. We understand that the range in kilometer is highly critical in the service operation and hence we unconditionally agree that, if the range falls below this, we will instantly do the required rectification work / arrangements to maintain it at the assured range of 200 Km itself. Dated this ..... Day of .....20.....

Name of the Bidder :

**Signature of the Authorized person Name of the Authorized Person.**

(Seal of the Bidder)