



KSRTC - SWIFT LTD
(A Government of Kerala Undertaking)
Anayara, Thiruvananthapuram, Kerala.
Telephone No: 0471-2465000, E-mail: gm.ksrtcswift@gmail.com

e- TENDER DOCUMENT

for

NET COST CONTRACT(NCC) OF SUPER CLASS BUSES

(TENDER NO: KSWIFT/162/2023 dt: 02.11.2023)

For details;

www.etenders.kerala.gov.in / www.ksrtcswift.kerala.gov.in /
www.keralartc.com

E-mail: gm.ksrtcswift@gmail.com

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e-TENDER NOTICE

Sl.No	ITEM	DESCRIPTION	QUANTITY (NUMBERS)
1	NET COST CONTRACT of Super Class Buses for Kerala	The Chairman & Managing Director, KSRTC SWIFT Ltd., invites online Rate Bids from eligible bidders in Two Bid System. All interested bidders are requested to send their Bids for the above services as per detailed Technical Specifications provided.	

SI NO	Particulars	Date and time
1	Date of release of tender	07.11.2023 (18:00 Hrs)
2	Online tender submission Start Date	18.11.2023 (12:00 Hrs)
3	Date of Pre Bid Meeting	14.11.2023 (11:00 Hrs)
4	Mode of Pre bid meeting	Through video conference (Those Bidders who wish to

		participate in pre- Bid meeting shall send a request through email for participation and meeting id will be shared accordingly)
5	Last Date and Time for receipt of Queries	15.11.2023 (15:00 Hrs)
6	Online tender submission End Date	28.11.2023 (18:00 Hrs)
7	Date of online Technical bid opening	30.11.2023 (11:00 Hrs)
8	Date of opening of the price bid	Will be informed to the qualified bidders after technical-bid evaluation

TENDER SCHEDULE

1.	Tender No.	KSWIFT/162/2023 dt: 02.11.2023
2.	Tender Fees (Non Refundable)	Rs.5,600/- (Rs.5000+GST@12%) (Rupees Five Thousand Six Hundred only)
3.	Earnest Money Deposit	Rs.30,000 /- (Rupees thirty Thousand only)
4	Performance Security deposit	Rs.1,00,000 /- (One Lakh Only) per bus.
6	e-Tender site	www.e-tenders.kerala.gov.in
7	e-mail for communication	gm.ksrtcswift@gmail.com/ dgmt.ksrtcswift@gmail.com

Chairman and Managing Director,
KSRTC – SWIFT Ltd, Tender Inviting Authority

Section-1

INTRODUCTION

In compliance with the established interstate agreements between Kerala and the States of Karnataka and Tamil Nadu, the Kerala State Road Transport Corporation (KSRTC) is granted authorization to operate a total of 395 buses destined for Tamil Nadu. Presently, however, the operational count stands at 305 buses, with a further 12 pending approval, resulting in a cumulative deployment of 317 buses out of the allotted 395.

Similarly, as outlined in the interstate agreement with Karnataka, KSRTC is authorized to operate 358 buses. Regrettably, only 289 buses are currently operational, with 12 more awaiting approval, leading to a total of 301 out of the designated 358 buses.

A significant subset of these buses, having surpassed the 10-year threshold, is notably susceptible to recurrent breakdowns, thereby compromising the overall dependability of the services rendered. Adding to this challenge, the long-distance buses serving Karnataka and Tamil Nadu experience a dearth of passenger traffic during weekdays, with profitability mainly realized during weekends. Consequently, a number of these services face interruptions in continuous operation.

Evidently, a gap exists between the existing passenger traffic demand and the capacity that KSRTC can fulfill. This deficit is rooted in both the scarcity of Super Class buses and the advanced age of the present fleet, rendering them ill-equipped to compete with the services offered by private operators. In the absence of robust KSRTC operations, private operators exploit this situation by imposing exorbitant charges for routes such as Thiruvananthapuram-

Bangalore, Thiruvananthapuram-Chennai.

To ensure the welfare of the public and rectify the shortage of buses provided by KSRTC, it is imperative to procure additional buses for interstate routes. These buses will operate under a Net Cost Contract arrangement, guaranteeing enhanced service quality and improved convenience for the public.

Currently, all buses owned by KSRTC-Swift Ltd. is operated by KSRTC through a lease agreement as per the Government Order (Ms) No.58/2021/TRANS dated 11/12/2021. Accordingly, the NIT for Net Cost Contract for Super Class buses by KSRTC-SWIFT is invited to provide buses for effectively running the long distance services of KSRTC through an agreement with KSRTC SWIFT Ltd.

Date: 02.11.2023

Chairman and Managing Director,
KSRTC - SWIFT (Tender Inviting Authority)

SECTION 2

SCOPE AND DESCRIPTION OF CONTRACT

This outlines the scope of work for the successful bidder to provide Super Class bus services on Stage-Carriage Permit. The services will operate on the Bangalore-Thiruvananthapuram route, with the potential for future interstate operations to destinations such as Hyderabad, Chennai, and Madurai. The contract will be for a minimum period of 3 years, with a possibility of extension up to 7 years. The bidder must adhere to the following terms and conditions.

2.1 Bus Specification

- i. The Super class buses brought in by the successful bidder must be registered after June 2019.
- ii. The buses may be Seater/Sleeper/Semi-Sleeper or Sleeper-Seater hybrid, as per the successful bidder's discretion, based on market requirements.
- iii. The number of buses in different classes offered shall be specified in the Annexure 'C' and to be uploaded.
- iv. The seats should be of reclining seats with 2x2 configurations with comfortable leg space and aesthetics.
- v. The color and livery of the bus should be as specified by the Kerala State Road Transport Corporation (KSRTC).
- vi. Each bus should have electronic display board on both ends.
- vii. A public announcement system must be installed inside the bus with minimum 4 speakers.

- viii. The provided buses should meet all the regulatory requirements including VLTD, Panic Button, Speed governors, Pollution norms, Fire Extinguishers, etc. Any deviation in this regard may invite penalties or termination of contract.
- ix. The buses shall be fitted with camera in front, rear and inside of saloon.
- x. There should provide a complaint book in each bus for registering any complaints either from the passengers or by the authorized personnel from the authorities.

2.2 Staffing:

- 1.** The successful bidder is responsible for providing the driver and conductor for each bus.
- 2.** The driver and conductor uniforms should be as specified by KSRTC.
- 3.** No Liability to KSRTC due to engagement of crew or any associated staff.
- 4.** The successful bidder shall indemnify that any liability arising out of the act or omission of the crew or any associated staff shall be redressed by the bidder themselves.

2.3 Standards for crew. The drivers should meet the following qualitative requirements:-

- (a) **Experience.** The Crew should have min 5 yrs of driving experience and a valid driving license at least 5 yrs old.
- (b) **Knowledge.** Drivers should have sufficient knowledge of the city and should be well conversant with all the routes.

- (c) **Medical Condition.** Drivers should be medically fit .
- (d) **Conduct.** The manner, etiquettes and behaviour of the crews should be sober, amicable and acceptable as per societal norms. Under no condition the crew will be rude to the users.
- (e) On account of undesirable behaviour/ conduct, any Driver is liable to be changed immediately, if instructed by the concerned official from KSRTC.

2.4 **Passenger Amenities:**

At the start of each journey, the successful bidder shall provide one bottle of water, blankets and snacks to each passenger free of cost or any other amenities to ensure passenger satisfaction.

2.5 **Operation Schedule:**

1. The successful bidder can operate the buses as per market demands but there must be at least one service per day. The successful bidder may choose to operate multiple services per day. The timing of this service should be approved by KSRTC in advance.
2. The buses should be made available at the terminal at least one hour prior to the scheduled departure of the trip.
3. The non-operational days will not be counted for any claims.
4. The bidder is to ensure the availability of sufficient buses to operate the long route operations daily at both the locations (round trip). For eg., to operate bus route from Thiruvananthapuram to Bangalore, two buses are required for operating daily service; one from Thiruvananthapuram and one from Bangalore.

2.6 Maintenance and Insurance:

1. The successful bidder is responsible for the maintenance, tyre replacement, insurance of the buses and all extra cost associated with maintenance including MACT claims for accidents and shall indemnify KSRTC from all claims arising thereof.
2. The buses should be covered at least with valid third party insurance during its operations.

2.7 Breakdown and Alternative Arrangements:

1. If a bus experiences a breakdown, the successful bidder must make necessary alternative arrangement in association with KSRTC.
2. There will be penalty associated with breakdowns exceeds to a limit of 3 breakdowns in a year.
3. If an alternate bus operates for up to 7 days, it may retain its original color/livery. However, if operated as an alternative for more than 7 days, the livery must be changed to match KSRTC's livery. Under no circumstances should these buses have private bus markings or livery. The buses should be white in color.

2.8 Financial Requirements:

1. An interest free deposit of Rs. 1 lakh per bus (totaling Rs. 10 lakhs for 10 buses) must be made for the 5-year contract.
2. An operations agreement must be signed, and the agreed bid amount for 3 months should be paid in advance.
3. Payment for each subsequent month must be made 10 days in advance of the start of the month. Receipts should be collected as proof of payment.

2.9 Fuel Costs:

The successful bidder is responsible for the cost of fuel. KSRTC/ KSRTC SWIFT will not provide payment or fill fuel for the buses.

2.10 Ticketing and Connectivity

1. The services must start from Kerala or the other state.
2. However, if extended connectivity is provided from the endpoint (e.g., Chennai, Bangalore, Hyderabad), connected ticket provision can be made.
 - a. However, Kerala government rates (KSRTC rates) should be collected for tickets (connectivity service), but the successful bidder need not to pay KSRTC for these tickets.
 - b. If not agreeable, the successful bidder can operate the service separately and not as a connected service.
3. The cess and GST collected from passengers, wherever applicable, has to be remitted to KSRTC after reconciliation with reconciliation statement and amount within 2 days.
4. The ticketing machine (ETM) provided by KSRTC as well as online platform for ticket booking should be used for ticketing. The insistence of usage of ETM and online platform of KSRTC by the successful bidder is to ensure that exorbitant charges are not levied, as well as for data analysis for traffic planning.
5. The successful bidder can collect the revenue from the tickets directly from traveling passengers.
6. Fare and non-fare revenues (Section 13) collection can go to the successful bidder

7. The advanced reservation system of KSRTC can be utilized for the bookings by passengers in these buses. Once the successful bidder confirms the number of passengers travelled using advance reservation system after the trip, which will be reconciled by KSRTC and the payment for such tickets (ticket base fare only) will be reimbursed to the successful bidder within 2 days of the completion of trips. The prevailing cancellation policy of KSRTC will be applicable in case of passengers cancelling the tickets. KSRTC/ KSRTC SWIFT will not be liable for any additional expenses in this regard.
8. The successful bidder develop a mechanism to inform the passengers including reserved passengers about cancellation of services
9. The service operation will be in accordance with the provisions in the Motor Vehicles from time to time and as per the decision of the government from time to time.

2.11 Taxes and Levies:

1. All buses operating on interstate agreement shall have the option for single point tax in the home state or may exempt from the payment of passenger taxes applicable in Kerala, as the case may be, subject to the approval from the Government.
2. The successful bidder have to bear all the expenses during the operation including Toll taxes or any other levies applicable, and KSRTC shall not bear any kind of expenses during the operation of these buses.

2.12 Other Opportunities for the successful bidder:

1. The successful bidder may collect money for carrying extra luggage as per existing rules.

2. The successful bidder can collect all money from advertisements inside the bus, such as through LCD screens, seat livery, etc strictly in accordance with the provisions in the MV Act and decision of the Hon'ble Court from time to time..
3. However, unauthorized advertising material on bus / advertisements not legally permitted on bus
4. No contraband goods to be transported.

Note: These conditions are mandatory and cannot be exempted for any service starting from Kerala to destinations outside the state, operating as non-stop services. KSRTC will support expansion initiatives to other States.

2.13 Other Conditions

1. Parking in places other than those permitted by Authority is not allowed.
2. Failure to stop at the designated station along the route as per the schedule is strictly prohibited, and actions/fine may be taken/levied in response to this infraction.
3. Buses should stop only at pre-approved way side points in consultation with KSRTC.
4. Change of the specified route and the operations outside the established and designated routes are not permitted.
5. KSRTC/ KSRTC SWIFT inspectors have the full right to inspect the buses at any time/place during its operations for violations of the tender conditions.

SECTION-3

SPECIFIC CONDITIONS OF CONTRACT

3.1 Penalties

Any deviation in the service operations as specified above and may affect the credibility of KSRTC/ KSRTC SWIFT and also causes inconvenience & safety threats to the passengers shall attract penalties as per the below parameters:

Sr.No.	Description of the infractions	Penalty Amount in Rs. Per violation
1.0	Bus related additional infraction	
1.1	Buses with damaged Body & Saloon area which gives a shabby appearance and inconvenience for the passengers which includes a. Damaged /missing window safety guard rails, hand rails, bumpers, b. Modification of colours/external paint works Vs original c. Discoloration, paint peeled off, and or unpainted repair work inside bus or on any of its items / sections d. Damaged floor, steps, hatches, or hatch covers in the bus e. Visible dents that are more than 5mm in depth and or 200sqmm in area f. Defective/ non-operating lights causes safety related issues and inconvenience to the public and the passengers. g. Damaged, broken, loosely fitted, incomplete or missing passenger seats. h. Defective operation / damages of entry / exit doors and emergency exits. i. Oil spillage on wheel rims, hubs, tyres,	600/-

	etc. j. Defective and or inoperative passenger information system partly or fully k. Damaged or under/over inflated tyres	
1.2	Dirty vehicle, outside or inside, at the time of providing the bus and or at crew change at change – over locations	100/-
2.0	Operations related infractions	
2.1	Delaying in starting the operation without cause.	600/-
3.0	Crew (mainly Driver) related infractions	
3.1	Delayed reporting of bus breakdowns / incidents en-route (reaction time < 30 minutes) and if the number of Breakdowns exceeds the permitted level	500/-
3.2	Non wearing prescribed uniform / badge etc. while on-duty as prescribed by KSRTC	400/-
4.0	Administration related infractions as related to applicable contract(s)	
4.1	Failure to make timely payments of dues / penalties/damages etc. to Authority	1000/-

I. List of unacceptable infractions

Sr. No.	Infraction
1	Use of worn out tires i.e. tread depth being below tread wear indicator (TWI) depth
2	Crew intoxicated while on-duty
3	Irresponsible behavior causing an accident
4	Disobedience to lawful instructions / orders of designated authorities
5	Non-payment / delayed payment of wages, social security benefits like Provident Fund, pension contribution, Employees State Insurance dues, leave salary, etc. to employees and KSRTC/KSRTC SWIFT will not be responsible for such liabilities.
6	Any other infraction identified by the Authority

3.2 General Eligibility Conditions: The following are the general eligibility criteria for a potential bidder

3.2.1 The bidder should be a Bus Manufacturer/ Operator / Consortium in India with minimum experience of 3 years of bus operation.

3.2.2 Possess a positive Net worth as on 31st March 2023 as per Auditor's certificate. For Consortium it is collective Net worth.

3.3 Pre - Qualification Criteria for Bidders: The following are the qualification criteria for a potential bidder

3.3.1 Shall be a registered Bus Manufacturer/ Operator/ Consortium or Aggregator in India.

3.3.2 Should have a capacity to supply minimum 1 Super Class bus to operate in the Net Cost Contract (NCC). The bidder shall submit the documentary evidence in support of the same.

3.3.3 Ownership experience of vehicles by the bidder shall have to be demonstrated through RTO books/RTO Bus Ownership certificate or other verifiable proof of ownership for all the required no. of vehicles, clearly showing ownership of the bidder.

3.3.4 In case ownership / operation experience is demonstrated through an ownership/ contract held jointly with another partner/consortium, the percentage of ownership/ investment / profit sharing in that partnership/ consortium shall govern and the credit would be given in proportion to the ownership/investment/profit sharing proportion only.

- 3.3.5 Consortium is permitted to participate in Bidding Process. Maximum number of consortium members is limited to three (3) members, with respective qualifications as required.
- 3.3.6 Others such as Financial Institute, Transporter, Private / Central/State Public Sector Companies/Corporations and their Subsidiaries etc., can form Consortium invariably having OEM and Operator as members.
- 3.3.7 Aggregating the Ownership and or Operational Experience of members of Consortium for the purpose of meeting the Manufacturing and Net worth criteria shall be permitted.
- 3.3.8 Change of ownership of members of consortium is allowed with prior approval from the authority.
- 3.3.9 Any replacement in the Consortium member shall be permitted with prior approval of Authority provided the replacement of member possesses qualifying credentials required having similar role. The exercise will need prior approval of the KSRTC.
- 3.3.10 Bidders bidding as Consortiums must clearly mention the Lead Member and non- lead member and their respective roles in the Consortium Agreement.
- 3.3.11 The bidder shall submit an affidavit properly attested that they are not blacklisted and they have no legal issues with KSRTC and KSRTC-SWIFT
- 3.3.12 Tenderer at its sole discretion, reserves the right to extend the deadline for the submission of tenders uniformly for all bidders by issuing corrigendum.

3.4 Documents to be uploaded

- 3.4.1 The bidder should be a Bus Manufacturer/ Operator / Consortium in India with minimum experience of 3 years of bus operation. Scanned copy should be uploaded.
- 3.4.2 Possess a positive Net worth as on 31st March 2023 as per Auditor's certificate. For Consortium it is collective Net worth. Scanned copy should be uploaded.
- 3.4.3 The bidder should have a capacity to supply minimum 1 Super Class bus to operate in the Net Cost Contract (NCC). The bidder should upload the documentary evidence in support of the same.
- 3.4.4 Ownership experience of vehicles by the bidder shall have to be demonstrated through RTO books/RTO Bus Ownership certificate or other verifiable proof of ownership for all the required no. of vehicles, clearly showing ownership of the bidder. The bidder should upload the documentary evidence in support of the same.
- 3.4.5 Consortium is permitted to participate in Bidding Process. Maximum number of consortium members is limited to three (3) members, with respective qualifications as required. The bidder should upload the documentary evidence in support of the same.
- 3.4.6 Others such as Financial Institute, Transporter, Private / Central/State Public Sector Companies/Corporations and their Subsidiaries etc., can form Consortium invariably having OEM and Operator as members. The bidder should upload the documentary evidence in support of the same.
- 3.4.7 Aggregating the Ownership and or Operational Experience of members of Consortium for the purpose of meeting the

Manufacturing and Net worth criteria shall be permitted. The bidder should upload the documents.

3.4.8 Bidders bidding as Consortiums must clearly mention the Lead Member and non- lead member and their respective roles in the Consortium Agreement. The bidder should upload the copy.

3.4.9 The bidder should upload the General Information about the tenderer as per Annexure – A

3.4.10 The bidder should upload the Declaration Form about the tender as per Annexure – B

3.4.11 The bidder should upload the Offer Form about the tender as per Annexure – C

3.4.12 The bidder should upload the performance evaluation sheet as per Annexure-D

3.4.13 The bidder should upload the Certificate as per Annexure-E

3.4.14 The bidder should upload the Declaration as per Annexure-F

3.4.15 The bidder should upload the General Terms and Conditions as per Annexure-G

3.4.16 The bidder shall submit an affidavit properly attested that they are not blacklisted and they have no legal issues with KSRTC and KSRTC-SWIFT. The bidder should duly filled, signed and upload Annexure – H as per NIT.

3.4.17 The bidder should upload the Power of Attorney as per Annexure-I.

3.4.18 The bidder should upload the Undertaking as per Annexure-J

3.5 Instructions for submitting Financial bid

3.5.1 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 or with conditions will be treated as non-responsive and not considered for tabulation and comparison.

3.5.2 Tenderer shall quote prices in all necessary fields in the available format. All white/green areas of the BOQ file shall be filled up. The grey areas of the BOQ file shall not be edited.

3.5.3 Bidding (the financial bid) is based on a lump sum amount per route (one bid for operating a single bus every day in a month as per the routes enclosed in the Appendix - I).

For eg. If the bidder is quoting the lump sum amount for a route that requires two buses to complete a full trip (to and fro) every day, he has to quote for a single bus and liable to pay double the quoted rate for the particular route.

Route Name	No. of Buses required for completing the to and fro trip each day.	Lump sum Rate for the operation of one bus to complete the full trip.	Total amount payable in the month by the successful bidder
TVM- Bglr	2	1,00,000/-	2,00,000/-
<i>Routes and figures mentioned above are only for illustration purpose.</i>			

If the tenderer wishes to increase the number of trips, a proportional rate has to be paid of additional trips, the calculation is as follows:

Calculation: Let Z is the offered rate for 30 trips per month, then for 45 trips, $Z1 = (Z/30) * 45$

3.5.4 The successful tenderer can increase the number of trips on a particular route, subject to the following conditions:

3.5.4.1 Maintaining the livery and color of KSRTC/ KSRTC SWIFT.

3.5.4.2 Complying with other conditions outlined in the tender document.

3.5.4.3 For operating such routes as per the requirements, the operator has to pay the proportionate amount to the authority as per the agreed rate for the same route.

3.6 Additional Information

3.6.1 Routes offered for the successful bidder include routes from Thiruvananthapuram, Ernakulam, Calicut, and Palakkad to Chennai/ Puducherry/ Tirupati/ Velankanni/ Tanjavur/ Coorg/ Manipal. The successful bidder should ensure the provision of bus services on these routes as part of the contract.

3.6.2 Bus Replacement: Only buses that are a maximum of 5 years old will be permissible to operate under this service. The buses attains the age of 5 years during the contract period to be replaced. The successful bidder should plan for the timely replacement of buses to maintain the required quality and standards of the service.

3.7 TENDER PROCESS:

The tender evaluation will be undertaken in two rounds.

Round 1- Opening of technical bid documents /

evaluation.

Round 2 - Opening of Price Bid.

3.7.1 Round 1- Opening of technical bid documents / Technical evaluation.

- 3.7.1.1 The documents submitted shall be opened at the time and date mentioned. The prospective bidders or their authorized representatives can present if required by them.
- 3.7.1.2 The format for submission of the technical bid is as per annexures and submission in any other format or absence of requisite information will lead to rejection of bids in the Round 1 evaluation itself. The prospective bidders are advised to submit all information and supporting documents that are required to prove their competency and claims for technical evaluation.
- 3.7.1.3 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.
- 3.7.1.4 The Tender Inviting Authority may call for additional documents/clarifications through e-tender portal.
- 3.7.1.5 The list of those who come out of the evaluation of the documents successfully as well as those rejected (with reasons for rejections) will be published on the website of KSRTC, KSRTC - SWIFT (www.keralartc.com) and objections/remarks against the list will be invited. The objections /remarks received before the date and time specified in the notice will be considered by the concerned committee and the final list of successful bidders of round 1 will be published.
- 3.7.1.6 The successful bidder in Round –1 (with reasons for rejections) will be published on the website of KSRTC, KSRTC- SWIFT

(www.keralartc.com) and in the e-tender portal

[www.e-](http://www.e-tender.kerala.gov.in)

tender.kerala.gov.in

3.7.2 Round 2 - Opening of Price Bid.

3.7.2.1 The qualified bidder in round -1 shall be considered for Round -2.

3.7.2.2 The price bid shall be in the BOQ format submitted along with the tender notice in the e-tender portal.

3.7.2.3 The list of those who come out of the evaluation of the Price bids successfully as well as those rejected (with reasons for rejections) will be published on the website of KSRTC (www.keralartc.com) and in the e-tender portal www.e-tender.kerala.gov.in

3.7.2.4 The successful bidder has to furnish performance security with in 15 days from the date of issuance of purchase order.

SECTION IV

GENERAL CONDITION OF TENDER / CONTRACT

4.1 Contents of the Tender Document:

This 'Tender Document' contains the following:

- a. Introduction (Section I)
- b. Scope and Description of Contract (Section II)
- c. Specific Conditions of Contract (Section IV)
- d. General Conditions of Contract (Section V)
- e. Appendix- documents supplied by the tender inviting authority
- f. Annexures–formats for submission of tenders by the tenderers

4.2 **Conditions of Tender / Contract**

4.2.1 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".

4.2.2 The tender document is to be downloaded from website [www.etenders.kerala.gov.in/ www.keralartctender.com](http://www.etenders.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.

4.2.3 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'

- 4.2.4 The general guidelines on e-tender process is as below;
- 4.2.5 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 & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram. *Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: etendershelp@kerala.gov.in .*
- 4.2.6 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.
- 4.2.7 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.
- 4.2.8 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.
- 4.2.9 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. But any change in statutory levies shall be variable. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and summarily rejected.

4.2.10 Online Payment modes: The tender document fees and EMD can be paid through e-Payment facility provided by the e-Procurement system:

4.3 Responsibility of verification of contents of tender document:

4.3.1 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 6.1, are contained in the 'Tender Document'.

4.3.2 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.

4.4 Guidelines for preparation of Tender

4.4.1 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.

4.4.2 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.

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

4.4.4 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.

- 4.4.5 The tender (in English Language only) for the supply of equipments mentioned in Section III 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 Semi Premium Class Fully Built AC Seater 12 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms with the same specifications or higher 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.
- 4.4.6 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.
- 4.4.7 Tenderer shall submit a declaration letter as per the format given as Annexure B and 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.

- 4.4.8 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 4.4.9 Clarifications to specific requests received on email (sr@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).
- 4.4.10 Any clarification on the e-tender procedure shall be obtained from KERALA IT mission and the contact numbers are 0471-2577088, 2577188, 18002337315.
- 4.4.11 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.

4.5 **Online payment for e-Tenders**

- 4.5.1 Bidders while participating in online tenders published in Government of Kerala's e-procurement website www.etenders.kerala.gov.in, should ensure the following:
- 4.5.1.1 Single transactions for remitting tender document fee & EMD. Bidders should ensure that the tender document fees 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.
- 4.5.1.2 The tender document fees and EMD shall be paid through e-Payment facility provided by the e-Procurement system.
- 4.5.2 The bids will not be considered for further processing if bidders fail to comply on clauses above and tender fees and EMD will be reversed to the account from which it was received.

4.6 Tender Document Cost

- 4.6.1 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.
- 4.6.2 Tenderers shall pay tender document cost as per Notice Inviting Tender.

4.7 Earnest Money Deposit (EMD):

- 4.7.1 Tenderer shall remit EMD 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.
- 4.7.2 None of the bidders are exempted from the remittance of EMD, in any case.
- 4.7.3 EMD of unsuccessful tenderers will be discharged/returned as promptly through online transfer.
- 4.7.4 The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.
- 4.7.5 No interest will be paid for the EMD remitted.
- 4.7.6 The EMD will be forfeited, if a tenderer;
 - 4.7.6.1 Misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process.
 - 4.7.6.2 Withdraws its bid after the opening of technical bid;
 - 4.7.6.3 A successful tenderer, fails to sign the contract after issuance of Letter of Intent
 - 4.7.6.4 Fails to furnish performance security after issuance of Letter of Intent.

4.8 Liquidated Damages:

If either Party is not able to achieve commercial operation date for respective Lot of Buses within 45 (forty five) days from the date of agreement, as the case may be, of such Lot of Buses, such Party shall be entitled to a further period not exceeding [45 (forty five)] days, or any such period as may be mutually decided , subject to payment of Damages to the other non-defaulting Party as liquidated damages at the rate of 0.5% of the Estimated Project Cost, for the tenure of the contract, for each week of delay subject to a maximum of 10% of the Estimated project cost; provided further that no Damages shall be payable if such delay in achieving commercial operation date for respective Lot of Buses, has occurred solely as a result of delay in achieving Readiness for Commencement of Bus Service due to Force Majeure or due to any act of the non- defaulting Party;

4.9 Clarification of Bids

4.9.1 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.

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

4.10 Award of Contract

4.10.1 Criteria: - The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids of the Semi Premium Class Fully Built AC Seater 12 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms, i.e. after price bid opening.

4.10.2 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 by up to Thirty (30%) per cent, without any change in the unit price and other terms & conditions quoted by the tenderer.

4.11 Notification of Award/Letter of Intent (LOI)

4.11.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the Contract and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

4.11.2 The successful tenderer, upon issuance of the LOA, shall furnish the required security deposit and submit an agreement in the prescribed format within 15 (fifteen) days, failing which the EMD will be forfeited and the award will be cancelled.

4.11.3 The Notification of Award shall constitute the conclusion of the Contract.

4.12 Signing of Contract

4.12.1 The successful tenderer shall submit bank guarantee of required validity period

4.12.2 Promptly after notification of award, within fifteen (15) days from the date of the letter of intent, the successful tenderer shall submit the Agreement in two copies, both on Rs. 200/- Kerala state stamp paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

4.12.3 Assignment: -The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

4.13 **Sub Contracts:** - The Successful tenderer shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful tenderer from any of its liability or obligation under the terms and conditions of the contract

4.14 **Pre-bid Meeting:**

As per the date shown on cover Page. At any time prior to the deadline for bid(s) submission, KSRTC SWIFT may, for any reason, whether at it's own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender document by amendment and it will be published on the website.

4.15 Technical Bid(s) will be opened as per the date and timings specified at Cover Page in the office of the Chairman & Managing Director, KSRTC, Transport Bhavan, Fort.P.O, Thiruvananthapuram-695029 in the presence of Tenderer(s) or their authorized representative(s).

4.16 Date and Time of financial bid(s) opening will be decided after Technical Bid(s) have been evaluated by KSRTC SWIFT Ltd., financial Bid(s) of only those Tenderer(s) will be opened who qualify the Technical evaluation on specified date and time. Date, time & place for opening of Financial Bid(s) will be intimated after evaluation of Technical Bids.

In the event of Tender opening date being declared as a holiday, the receipt / opening of the Tender will be on next working day at the

same time and place.

4.17 **Rejection of bids**

1. KSRTC SWIFT Ltd., reserves the right to reject any or all Tenders, wholly or partly or close the Tender at any stage prior to award of contract without assigning any reason whatsoever.
2. Any proposal received after the closing time for submission of proposals shall be returned unopened.
3. Notwithstanding anything contained in this NIT, the KSRTC-SWIFT reserves the right to accept or reject any bid and to annul the selection process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. No tenders/bidders shall have any cause or claim against the KSRTC_SWIFT for rejection of their bid.
4. Any failure on the part of the bidder to observe the prescribed procedure, canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.
5. Failure to furnish all the information required in accordance with the NIT may result in rejection of the bid.
6. The contract shall be promptly terminated if it is found that the firm is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

4.18 **Agreement Deed** The successful bidder shall execute an agreement for the fulfillment of the contract on non-judicial stamp paper at the time of award of contract within 15 days from the date of confirmed

order. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder.

4.19 **Law** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

4.20 **Settlement of Disputes and Arbitration** All disputes, differences and questions arising out of or in any way touching or concerning the contract or the subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitrator under the Arbitration and Conciliation Act 1996, the Arbitration and Reconciliation Amendment Act (2015) as amended up to date. The Arbitration award will be final and binding upon the parties, and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal unless the arbitral tribunal decides otherwise

4.21 **Court Jurisdiction:** the courts at Thiruvananthapuram/Ernakulam shall have exclusive jurisdiction in matters/disputes arising out of this contract.

4.22 **Termination of Contract**

1. In case of quality of service provided by the contractor is found wanting/ inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Security Deposit.
2. In case of a material breach of any of the terms and conditions mentioned in the NIT document, the competent authority will have the right to terminate the contract.
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 thirty days, either party may at its option to terminate the contract without any financial repercussion on either side.

4.23 Force Majeure

KSRTC-SWIFT may consider relaxing the penalty and delivery requirements, as specified in the NIT document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure. "Force majeure" as used herein means any an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force.

Force Majeure shall not include

1. Any event which is caused by the negligence or intentional action of a party or such party's or agents or employees, nor
2. Any event which a diligent party could reasonably have been expected to take into account at the time of the conclusion of the Contract, as well as avoid or overcome in the carrying out of its obligations.
3. In the event of and within fourteen (14) days of the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or

notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract. This would not imply any compensation claims arising out of Force Majeure conditions on either of contracting Parties.

4. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, KSRTC-SWIFT shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect

4.24 **Indemnification**

1. The successful bidder shall indemnify the KSRTC-SWIFT for any direct loss or damage that is caused due to any deficiency in services provided by the successful bidder pursuant to the Contract.
2. The successful bidder shall defend and indemnify the KSRTC-SWIFT, its officers and employees from and against any damages to real or tangible personal property and /or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct, including legal expenses, compensations, MACT claims, consumer dispute claims etc.
3. Non-Disclosure and Confidentiality.
4. The selected bidder and their personnel shall hold in confidence and will not, either during the term, or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of KSRTC-SWIFT/KSRTC or its clients to any third party, except to employees and approved subcontractors having a need to know, without the prior written consent of KSRTC-SWIFT.

5. The tenderers are required to upload and to submit in original, the Annexure 'A' to 'J' attached along with this tender document.
6. 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.

Date:02.11.2023

Chairman and Managing Director,
KSRTC – SWIFT Ltd
(Tender Inviting Authority)

I/We hereby accept all the above terms and conditions in its entirety.

Signature:

Signature of bidder:

Name of bidder:

Address of bidder:

Telephone No. of bidder:

Mobile No. of bidder

Seal of the bidder:

Annexure -A

(Proforma of Certificate be furnished along with Technical Bid)

KSRTC SWIFT LTD.

GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the Tenderer					
	Registered address of the firm with					
	State		District			
	Telephone No.		Fax			
	Email		Website			
	Contact Person Details					
2	Name		Designation			
	Telephone No.		Mobile No.			
Communication Address						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Type of the Firm (Please √ relevant box)						
4	Private Ltd.	<input type="checkbox"/>	Public Ltd.	<input type="checkbox"/>	Proprietorship	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>	Society	<input type="checkbox"/>	Consortium	<input type="checkbox"/>
	Others,	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
	Registration No. & Date of					
Nature of Business (Please √ relevant box)						
5	Original Equipment Manufacturer	<input type="checkbox"/>	Authorized Dealer /Representative	<input type="checkbox"/>		
	Direct Importer	<input type="checkbox"/>	Others, specify.	<input type="checkbox"/>		
	Key personnel Details					

(Chairman, CEO, Directors, Managing Partners etc.)				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	
Bank Details				
7	Bank Account No.		IFSC Code	
	Bank Name & Address		Branch Name	
	Tel No		Email ID	
8	Whether any criminal case was registered against the company or any of its promoters in the past?			Yes / No
9	Other relevant Information provided * (here enclose the details such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)			
Date:		Office Seal		Signature of the tenderer / Authorised signatory

Annexure - B

(Proforma of Certificate be furnished along with Technical Bid)

KSRTC SWIFT LTD.

DECLARATION FORM

I/We M/s. _____ represented by its
Proprietor / Managing Partner /Chairman and Managing Director having its Registered
Office _____ at

_____ do hereby declare that I/We have carefully read all the conditions of
tender _____ **DATED** _____ for
providing the Super Class Buses as per the enclosed Annexure 'C' as invited by KSRTC
SWIFT Ltd., Thiruvananthapuram and accepts all conditions of Tender.

Signature of the Tenderer

Name in capital letters with Designation

Annexure - C

(Proforma of Certificate be furnished along with Technical Bid)

KSRTC SWIFT LTD.

OFFER FORM

Having examined and accepting the conditions of the tender document no _____ we here by submit this offer for providing the buses and its operation of Super Class bus services conforming the detailed tender terms & conditions mentioned in the tender document. The details of the buses offered are as follows.

Sl. No.	Type of the Buses	Route as per BoQ	Make (Ashok Leyland, Tata, Volvo, Scania, Eicher, Bharat Benz etc.)	No. of buses offered

Date :

Office seal

Signature of the
tenderer/Authorized
signatory

Annexure -D

(Proforma of Certificate be furnished along with Technical Bid)

PERFORMANCE EVALUATION SHEET

Sl No.	Parameter	Remarks
1	Model / Type	
2	HP of the vehicle	
3	Seating capacity	
4	No. of Buses supplied	
5	Supplied Organization's Name	
Performance evaluation for the last financial year		
1	No. of Buses performance evaluated	
2	Total Km covered during last one year	
3	Average KM/ Month	
4	Break down rate for 10000 km	
5	Off road rate in %	

Place:-

Date:-

Signature

Name & Address of the Tenderer

Seal

(Additional sheets may be added for more buses, if required)

Annexure -E

(Proforma of Certificate be furnished along with Technical Bid)

CERTIFICATE

This is to certify that the rate quoted against the e-Tender NIT No. _____ **dtd:** _____ for providing Super Class buses above and its operations as per the rates quoted in the BOQ will be firm for 12 months from the date of offer / entire supply period.

Signature:

Name & Address of the Tenderer

Place:

Date:

(Seal of the Tenderer)

ANNEXURE-F

DECLARATION

(Proforma of Certificate be furnished along with Technical Bid)

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

To

The Chairman and Managing Director
KSRTC SWIFT Ltd.,
Anayara, Thiruvananthapuram,
Kerala

Sir,

Sub:e-Tender for the Net Cost Contract of Super Class Buses - reg.

Ref: Your **Tender No.**_____ **Dtd:** _____

We hereby declare that the rate quoted by us against your Tender under reference above are the highest.

We also declare that we will not provide Buses as per models given under reference, to anybody at a rate higher than the rate quoted to you against your above cited tender for the next 12 months. In the event of providing the Buses at the rates higher than the quoted rate in this tender, we agree to effect the same rates to KSRTC SWIFT Ltd from the date of such offer made.

Signature:

Name and Address of the Tenderer

(Seal of the Tenderer)

Place:

Date:

KSRTC SWIFT

(ANNEXURE – G)

(Proforma of Certificate be furnished along with Technical Bid)

GENERAL TERMS AND CONDITIONS

FOR PROVIDING SUPER CLASS BUSES UNDER NET COST CONTRACT (NCC)

NIT No. _____

DATE: _____

1. The rate quoted shall be in Indian Rupees for each route which are exclusive of GST (Basic rate) and the GST calculated exactly (not in %) and should be entered in the respective column in BOQ. The rate quoted should be in such a way that the end rate per Km offered to the Tender inviting Authority could easily be evaluated. The rate quoted shall be firm for the entire period of operation as per work order schedule and no price decrease will be allowed during this period.
2. The rates offered should be firm, for a period of 12 months / entire contact period.
3. The buses are to be similar in each class, in all respects according to the specifications shown in Notice Inviting Tender and shall be subject to the approval of the Chairman & Managing Director.
4. Chairman and Managing Director, KSRTC SWIFT Ltd., does not bind himself to accept the higher or any offer and reserves the right to select one or more from the offers made as considered expedient.
5. The quantities noted in the tender form are approximate only. The KSRTC SWIFT Ltd. reserves the right to reduce or increase the quantity at the time of placing the orders and will be paid at the rate agreed in the quotation.
6. All orders placed by the KSRTC SWIFT Ltd. are to be executed within the time limit specified. In the event of accepting the contract /any failure to provide the buses on or before the specified date or in the event of the buses being rejected, the orders are liable to be cancelled.

7. In case the buses are provided within the stipulated time and as per the order conditions, the Company will cancel the order and procure/arrange the bus from any other source at the risk and cost of bidder. The KSRTC SWIFT Ltd. may deduct the difference in rate between the order rate and the rate actually paid for from the Security Deposit or from any money that may be due or become due to them or by initiating legal steps including revenue recovery.
8. The Chairman and Managing Director, KSRTC SWIFT Ltd may reject any or all the supplies made which he consider not suitable for the purpose for which they are ordered for or because they are of inferior class or not up to or in accordance with the specifications shown in the Tender Notice and his opinion in the matter will be final and not liable to be questioned by the firm or any one on his behalf.
9. There shall not to be more than one financial offer in a financial bid for one item.
10. The successful bidder has to execute an agreement as per the Kerala Store Purchase manual after furnishing Security deposit of Rs.1,00,000/- per bus for the deployment of entire order quantity of buses awarded to them.
11. Supply Schedule & Payments :-
 - a) Total quantity of buses should be provided as per the supply schedule mentioned in the Order.
 - b) Payment for each subsequent month must be made 10 days in advance of the start of the month. Receipts should be collected as proof of payment.

This form should be signed, sealed and returned to this office along with the tender form.

I/We here by accept the above terms and conditions and undertake that I/ We will comply with the same.

Signature with Name, Full Address & Seal of Tenderer.

Place:

Date:

(SEAL)

Annexure – H

(Proforma of Certificate be furnished along with Technical Bid)

**(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 thisDay of, 2023

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

(Seal of the Tenderer)

Annexure - I

(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. _____ for providing Super Class Buses on Net Cost Contract (NCC).

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 2023

For _____

(Name, Designation and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date: _____

Annexure- J

Undertaking regarding Roadworthiness of the buses 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 tenderer for Super Class buses and its operations under Net Cost Contract (NCC) vide **e-tender No** _____ dated _____ unconditionally agree that we would submit the valid registration and road worthiness certificates including Insurance & Fitness Certificates of the offered model of buses and meeting all the specification requirements and statutory requirements of the above said tender. We also agree that in the event of failure to produce the above certificate of the offered bus variant at the time our offer will be treated as invalid and in such instance the EMD amount furnished by us will be forfeited by KSRTC SWIFT Ltd. and if the amount is not found sufficient to compensate the costs/losses/ damages occurred to KSRTC SWIFT Ltd. on account of non production of statutory certificates of the offered bus variant, we unconditionally agree to pay all costs / losses / damages occurred to KSRTC SWIFT Ltd. over and above the EMD.

Name & Signature of Authorized Signatory of bidder

(Seal of bidder)

Appendix – I

ROUTE DETAILS					
Sl.No.	Route	via	No of Bus	No of Trips	Kms
1	Ernakulam - Pondicherry	Coimbatore	2	1	587
2	Thiruvalla/Ernakulam - Madurai	Kottayam, Kumily	1	1	326
3	Ernakulam - Chennai	Coimbatore, Salem	2	1	740
4	Ernakulam - Sulliya	Panathoor	2	1	520
5	Ernakulam/Arthunkal - Velankanny	Coimbatore, Trichy, Thanjavoor	2	1	612
6	Ernakulam - Salem	Coimbatore	1	1	350
7	Ernakulam - Manipal	Kasaragod, Mangalore	2	1	445
8	Ernakulam - Kollur	Kasaragod, Mangalore	2	1	553
9	Kasaragod - Bangalore	Mangalore, Hossur	2	1	390
10	Kasaragod - Bangalore	Sulliya, Mysore	2	1	365
11	Kasaragod - Mysore	Bagamandalam	2	2	220
12	Payyannur- Bangalore	Mysore	2	1	380
13	Thalassery - Bangalore	Mysore	4	2	330
14	Kannur - Bangalore	Mysore	4	2	320
15	Thrissur - Bangalore	Salem	2	1	560
16	Thrissur / Guruvayur - Bangalore	Gudallur, Gundelpet	2	1	445
17	Munnar - Bangalore	Kozhikode, Mysore	2	1	680
18	Pala - Bangalore	Gudallur, Gundelpet, Mysore	2	1	575
19	Kottayam - Bangalore	Gudallur, Gundelpet	2	1	583
20	Changanassery - Velankanny	Coimbatore	2	1	530
21	Palakkad - Bangalore	Salem	2	1	410
22	Pathanamthitta - Mysore	Sulthanbathery	2	1	480
23	Ernakulam - Bangalore	Gudallur, Gundelpet, Mysore	2	1	550
24	Kannur - Madurai	Gopalapuram, Pollachi	2	1	450