



KERALA STATE ROAD TRANSPORT CORPORATION

TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023

Telephone No: 0471-2471011, (Extn : 232)

E-mail: estate@kerala.gov.in Web: www.keralartc.com

TENDER No.S001-ES04/40/2024-EST

Dtd: 16.01.2025

RE-TENDER (NIT)

**TENDERS ARE INVITED FOR AWARDING LICENSE TO DESIGN,
INSTALLATION, OPERATION, MAINTENANCE, AND MANAGEMENT OF FAST
CHARGING STATION FOR PUBLIC VEHICLES**

Pre- Qualification Bid

a	Re-Tender No. & Date	TENDER No S001- ES04/40/2024 dtd: 16/01/2025
b	Tender Details	Tenders Are Invited For Awarding License To Design, Installation, Operation, Maintenance, And Management Of Fast Charging Station For Public Vehicles (Re-Tender)
c	Place of Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.
d	Tender Form Fees (Non Refundable)	Rs.2,500/- +GST@12% (Rs.2,800/-) (Rupees Two Thousand Eight Hundred Only)
e	Earnest Money Deposit. (EMD) EMD Exemption NOT allowed.	Rs 25,000/- (Rupees Twenty Five Thousand Only)
f	Performance Security for supply (For successful tenderer)	Rs 20,000/- per location.
g	Mode of Payment of EMD & Cost of Tender form	DD drawn in favour of Financial Adviser & Chief Accounts Officer, KSRTC, TVM - 23 payable at Thiruvananthapuram
h	Mode of Submission of Tender	Sealed Tenders should be submitted in the following Address in Tapal section only.
i	Contact address/ Telephone nos. for help in case of any doubt in Re-Tendering process (Help desk)	The Estate Officer, Transport Bhavan, Fort, TVM-695023 Estate section: 04712471011(232) Estate Officer : 9188619384
j	Tender inviting Authority	Chairman and Managing Director, Kerala State Road Transport Corporation, Transport Bhavan, East Fort, Thiruvananthapuram -695023

Important dates

1.	Last date for receipt of completely filled tender applications	23/01/2025 , Before 5.00 pm
2.	Date of Opening of Technical bid	24/01/2025, 11.00 AM

1. Introduction

- a. Kerala State Road Transport Corporation (KSRTC), one of India's largest Public Transport Corporation, is inviting Tender for the installation, operation, maintenance, and management of a charging station for public vehicles (Re-Tender).
- b. Kerala State Road Transport Corporation operates bus services from 73 depots and 20 operating centres in Kerala. These locations include high-range areas where electric charging stations are necessary.
- c. In response to the demand for E-Vehicles and the pace at which the technology is expanding, KSRTC would like to support the augmentation of the increase in EVs by installing electric charging stations throughout Kerala through the **Build and Operate Model**.
- d. Private participation plays a vital role in speeding up the installation and operation of charging stations in KSRTC premises. Hence KSRTC invites Re-Tender for the design, Installation, operation, maintenance, and management of a charging station for electric vehicles owned by the public.
- e. Electric Vehicles are growing in numbers day by day. This has necessitated the installation of a sufficient number of charging stations in Kerala and Kerala State Road Transport Corporation would like to play a major role in the setting up of charging stations as it will provide additional income to the Corporation.
- f. Therefore Kerala State Road Transport Corporation is inviting Tender from eligible parties for the design, Installation, operation, maintenance, and management of a charging station for publicly owned vehicles in selected locations of KSRTC throughout Kerala (Re-Tender).
- g. **The technical and commercial bids should be submitted separately.** The technical bids will be opened first and the qualification of the bidders will be ascertained by a technical committee constituted for the purpose. The commercial bids (price bid) of those bidders who have been found eligible as per prequalification conditions of this Request for Proposal will only be opened for further process.
- h. In this tender, **the highest rate offered per Kilowatt of Consumption of electricity used for charging (amount to be paid to KSRTC on the basis of Kilowatt consumption of charging) among the technically qualified bidders as per pre-qualification conditions is the sole criteria for selection. There is a minimum assured monthly rental charge need to be paid to KSRTC that do not less than 500 units of Electricity charging for per Charger.**

The two-bid system, which is followed, has been designed to eliminate those who do not match the Qualifications or do not have proven experience and to eliminate firms that do not have the financial or technical capability.

- i. **Transparency:** It is assumed that the KSRTC will uphold the highest level of transparency in the Re-Tender process. The decisions/results at the two stages of the tender process will be published on our website to enable the prospective officers to submit their remarks /objections. Canvassing or involving in fraudulent practices in any form, at any stage, will lead to automatic disqualification of the tenderers. Visits to the offices/officers without written permission of the CMD will not be entertained. All queries/clarifications on the tender documents/process/specifications etc shall only be through the email ID given.

2.SCOPE AND DESCRIPTION OF CONTRACT

2.1 General Definitions

- 2.1.1 **Government** means Government of Kerala, represented by the Secretary to Transport Department, Government of Kerala.
- 2.1.2 **Technical Committee** is a Committee of officers authorized by the Board of Directors/Chairman and Managing Director to look into all the technology-related matters for the finalization of this tender and its operation during the contract period.
- 2.1.3 **Tender Inviting Authority** is the Chairman and Managing Director of the KSRTC, who finalizes tenders for the installation, operation, maintenance, and management of a charging station for public vehicles.

2.2 SCOPE OF WORK IN BRIEF

- 2.2.1 Scope of work involves Design, Supply, Installation, Operation, Commissioning, Maintenance, and Management of a charging station as per the charging requirement for publicly owned vehicles. The project shall have the following requirements.
- The facility shall have a minimum one number of charging point and can be limited to a total power of less than 100 KWH in the given location as per the site details given in **Appendix I**.
 - The selected bidder will be required to implement a software program enabling the public to utilize electric vehicle charging stations.
 - Services would be provided on a 24-hour, 365-day-a-year (full-time) basis with sufficient resources and personnel to successfully support and maintain the program.
 - The bidder must demonstrate a level of expertise, technical knowledge, innovation, and overall capacity to **provide self-service electric vehicle charging station services**.

- **Timeline:** The selected bidder shall complete the work and commission the fast charging station(s) within four months from the issuance of the selection notice.
- **The site location** of the charging station at a particular depot shall be decided by joint inspection of KSRTC and the bidder.

2.2.2 24x7 Customer service support: The bidder(s) entering into to contract with KSRTC for Design, Installation, operation, maintenance, and management of a charging station shall have 24x7 customer support and shall exhibit the contact details of such customer support in the charging station.

2.3 The bidder should Produce the **"General Information about the tenderer"** as per **ANNEXURE-IV**.

3. PRE-QUALIFICATION CRITERIA

- a) The bidder shall be a legal entity registered in India owned by a proprietor/ partnership, LLP, Joint Venture company (JV), or Startups registered with Kerala Startup Mission.
- b) The bidder shall have a registered office in Kerala and a minimum of 2 years of experience in the design, installation, operation, and maintenance of fast charging stations across Kerala.
- c) The bidder shall be competent in establishing electric vehicle fast charging stations across Kerala simultaneously.
- d) The bidders shall have experience in establishing a minimum of 25 fast charging stations for light vehicles onwards across Kerala or the country in 2 years of experience. A document supporting this such as a copy of work orders and a certificate of satisfactory work completion to be furnished by the bidder.
- e) The Bidder should have a positive average net worth.
- f) The Bidder should have an average turnover of a Minimum of 50 Lakhs in the last two financial years.
- g) The bidder should Produce the **"ANNUAL TURN OVER STATEMENT"** as per **ANNEXURE-V**

3.1 Eligible Bidders shall submit relevant documents as mentioned below:

- 3.1.1 In case of Company – Copy of Registration/ Incorporation Certificate.
- 3.1.2 In case of Partnership – Copy of Deed of Partnership
- 3.1.3 In case of LLP – Copy of Deed of Partnership
- 3.1.4 In case of Sole Proprietor – Duly notarized Undertaking from Sole proprietor.
- 3.1.5 The bidder shall provide the required GST registration certificate with a legible GSTIN. The Bidder must have a valid PAN Number.
- 3.1.6 Certificate fulfilling required financial criteria in the name of Bidder duly certified by Practicing Chartered Accountant.
- 3.1.7 Firm's Annual Audit Report, Balance sheet, Profit & Loss and Income Tax Returns / CA certificate for last Two Years.

- 3.2 NON BLACKLISTING CERTIFICATE:-** Neither the bidder / prime bidder/partner should not have been blacklisted by any PSU/ Corporation / Board or State / Central Government in India. In this regard an affidavit (**Annexure-II**) 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 produced. ORIGINAL document in hard form should be submitted to KSRTC before the time of opening of the Pre-qualification bids.
- 3.3 Acceptance of RFP:-** This Request for proposal (RFP) should be signed and stamped on all pages by the prime bidder and it should be submitted to KSRTC before the time of opening of the Prequalification bids.
- 3.4 Authorisation Certificate:-** The bidder (Company/firm) should issue an Authorisation Certificate authorizing their representative to participate and sign on behalf of the bidder (**Annexure-III**).
- 3.5 BIDDING PARAMETERS: -**
- 3.5.1 PRICE/BIDDING OF RATES:-** The bidder shall quote the offered rate per Kilowatt of energy consumed for charging exclusive of GST (ie. The amount to be paid to KSRTC per kilowatt consumption of electricity charging for the public vehicles) (as per **ANNEXURE-VI**).
- 3.6 PAYMENT CLAUSE:-**
- 3.6.1 The billing cycle is monthly.** KSRTC will prepare the bill for the electricity consumed per month at an offered/agreed rate per Kilowatt. However, **There is a minimum assured monthly rental charge need to be paid to KSRTC that do not less than 500 units of Electricity charging for per Charger.** The payment against the submitted bill shall be made by the contractor within five working days from the receipt of the bill.
- 3.6.2** Any delay in payment of the due bill by the contractor will incur a penalty.
- 3.6.3** There shall be a maximum rent-free period of four months from the issuance of the selection notice. The payment shall be started with effect from the date of commissioning of the charging station or from the fifth month onwards whichever is earlier.

3.7 PENALTY CLAUSE:- The penalty includes under mentioned clauses.

SL.No	Clause	Defined	Penalty for deviation
3.7.1	The payment as per the agreed rate shall be made by the contractor within 5 working days from the receipt of the bill from KSRTC	5 working days from the receipt of bill.	Penalty at the rate of 1.5% per month of the outstanding amount which is overdue.

3.7.2 If any payment due to KSRTC has not been made in stipulated time a notice shall be issued to remit the amount by giving 15 days. In any case, if the payment is not made within 30 days the contract shall be cancelled without any further notice and suitable action shall be taken to recover the dues.

3.8 PERFORMANCE SECURITY:- The successful bidder (selected contractor) shall, for the performance of its obligations hereunder till the expiry of the Contract period plus one year provide to KSRTC as an irrevocable and unconditional guarantee for Rs 20000/- per location in the form of an Account payee DD / Bank Guarantee from any scheduled/nationalized bank in India. The bank guarantee (**as per Annexure -I**) submitted should be valid for a minimum period of one (1) subsequent year at any point of time during the period of contract (Contract period plus one year). In case of DD it shall be drawn in favour of FA and CAO, KSRTC, Fort, Thiruvananthapuram. The performance security amount will not carry any interest. Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the contractor within 90 days, EMD will be forfeited and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

3.9 APPROPRIATION OF PERFORMANCE SECURITY:

In the event, the bidder fails to honor any of the commitments entered into under the agreement and / in respect of any amount due from the bidder to KSRTC, KSRTC shall have absolute discretion to invoke the said Bank Guarantee from the Bank in full or part as the case may be. And in the case of account payee DD it will be forfeited in full or part as the case may be. Until such time the Performance Security is provided by

the contractor 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 contractor. Upon such encashment and appropriation from the Performance Security, the contractor 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 contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the KSRTC shall be entitled to terminate the Agreement.

- 3.10 CONTRACTUAL AGREEMENT:-** Successful bidder will have to execute an agreement with KSRTC in Rs.200/- INDIAN STAMP PAPER after furnishing the Performance security for satisfactory operation of the contract, incorporating terms and conditions.
- 3.11 AGREEMENT PERIOD:-** The period of the agreement shall be for **five years** with provisions for an extension on satisfactory performance up to two more years.
- 3.12 REVISION ON MONTHLY ASSURED AMOUNT:-** There will be a yearly revision of 10% on the minimum assured amount per charger per month per location during the entire contract period.
- 3.13 RESPONSIBILITY OF THE CONTRACTOR.**
- 3.13.1 The selected bidder shall Design, Install, Operate, Commission, and do Maintenance & Management of fast charging stations for publicly owned vehicles in the locations awarded by KSRTC.
- 3.13.2 The selected bidder shall submit a plan for the selected site and shall get approval from KSRTC and with the appropriate authorities.
- 3.13.3 All the cost pertains to design, supply of equipment, installation, commissioning, and getting required approvals from respective authorities including KSEB shall be the scope of the selected bidder.
- 3.13.4 All debris and other waste material derived from site activities shall be disposed off by the contractor at his own cost.
- 3.13.5 **Permits and Approvals:** All the necessary permits and approvals including KSEB, Building Permit etc, if any, required for the successful commissioning of the EV charging station shall be in the scope of the bidder.
- 3.13.6 **Maintenance:** The bidder shall take complete responsibility for Maintenance of the charging infrastructure including all the infrastructure developed and deployment of necessary staff, as a part of the Contract, from the date of signing of Contract till the end of the contract period.

- 3.13.7 It is the responsibility of the contractor to ensure that all the equipment used for the installation is as per the norms and guidelines issued by competent and certifying authorities.
- 3.13.8 **Power Connection:** The bidder shall be responsible for taking a new HT/LT service connection from KSEBL and KSRTC shall provide necessary documents for this purpose. Power feasibility for the connected load of each site should be collected from concerned KSEB section offices and necessary fees to be paid by the bidder.
- 3.13.9 It is the responsibility of the contractor to visit the site and make assessments before the submission of the bid.
- 3.13.10 The contractor shall use online software programme for charger usage and management and shall provide access to KSRTC to verify the energy used per day or during a given period.
- 3.13.11 The energy meter shall be installed in such a way that the readings can be taken manually.
- 3.13.12 The contractor shall collect and submit original energy bills from KSEBL.
- 3.13.13 The contractor is obliged to pay all the energy bills related to charging station and related lightings and accessories in due time.
- 3.13.14 KSRTC shall not be responsible for any operational and maintenance of the charging station and any claim arising out of damage to third party or any claim from any authority.
- 3.13.15 All legal obligations are to be complied with by the bidder (s) including awards from Consumer courts, labour courts and all other courts.
- 3.13.16 The installed charging station shall have the provision for cashless payment.
- 3.13.17 The contractor on the successful completion of contract/Termination of contract shall give back the site to KSRTC after removing all the installation and after clearing all liabilities to any of the service providers if any. In this connection, the contractor has to submit the duly issued No Dues Certificates from the concerned authorities.

3.14 RESPONSIBILITY OF KSRTC

- 3.14.1 KSRTC shall provide site for the installation of Electric Vehicle fast Charging Stations.
- 3.14.2 KSRTC shall provide necessary documents available for getting approvals from Governemnt agencies or statutory bodies.
- 3.14.3 KSRTC shall suggest necessary changes in the site plan of individual location submitted by the contractor and approve the same.

4. GENERAL CONDITION OF TENDER/CONTRACT

- a) Firms who are not blacklisted by KSRTC or by Govt. of Kerala can participate in the tender.
- b) The bids will be opened at the **KSRTC, Transport Bhavan, Fort, Thiruvananthapuram**. Any change in the opening date/time/venue due to other reasons shall be informed by way of Corrigendum published in the website of KSRTC.
- c) All documents should contain the signature. Documents enclosed without signing shall entitle rejection of the Tender.
- d) The signed Tender document and other specified documents shall be submitted at following address, well in advance before the last date and time. No submission shall be allowed after the last date mentioned. Sealed envelope marked to the captioned address, mentioning "**TENDER FOR AWARDING LICENSE TO DESIGN, INSTALLATION, OPERATION, MAINTENANCE, AND MANAGEMENT OF FAST CHARGING STATION FOR PUBLIC VEHICLES (RE-TENDER)**" on the top cover. The Tender may be submitted to the

Address for submission: **Tapal section ,Transport Bhavan,
Fort, Thiruvananthapuram**

- e) 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.
- f) Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.
- g) The bidder 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.
- h) Conditional tenders will be summarily rejected.

4.1 TENDER PROCESS:

The tender evaluation will be undertaken in four rounds.

Round 1 - Opening of Pre-Qualification bid documents

Round 2 - Document evaluation.

Round 3 - Opening of Price Bid.

Round 1- Opening of Pre-Qualification bid documents

The documents submitted shall be opened at the time and date mentioned.

Round 2 – Document evaluation:-

The documents submitted as part of the bids shall be scrutinized by **the Tender Committee**. The Tenders without necessary documents shall be rejected by the Tender committee and only successful bidders of round 2 only will be considered further

Round 3 – Opening of Price Bid.

- a. The PRICE Bid of those bidders, who satisfied all of the Pre-qualification Criteria, shall only be opened for further consideration. The PRICE BID of those bidders who do not satisfy even any one of the pre-qualification condition will not be opened.
- b. Opening of Tender will be done at the time and date noted in the NIT at the **Office of the Chairman and Managing Director, KSRTC**.
- c. The bidders have the liberty to resubmit fresh tender/documents till the last date and time of submission of the tender.
- d. Resubmission of offer will not be allowed after the time and date fixed for bid submission. The offer once made cannot be withdrawn or modified after the closing of tender under any circumstances. Withdrawal or modification of the offer once made in Tender will be resulted in the forfeiture of EMD remitted. In such cases the bidder will not have the right to claim the refund of EMD.
- e. The Chairman and Managing Director KSRTC reserve the right to make any modifications or additions in this notice in the event if it is felt that it is in the public interest.

5 Force Majeure

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

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

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

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

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

6 GENERAL INDEMNITY

The BIDDER indemnifies 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.

7. Termination of Contract

7.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful tenderer, terminate the contract, if the successful tenderer fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.

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

7.3 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 shall have the right to terminate the agreement without any reason thereof, after giving notice without assigning any reason.

7.4 Acceptance / Rejection of Tenders

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

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

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

7.5 Notices

- 7.5.1** The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;
- 7.5.2** The tender notices, documents, corrigendum, addendum etc if any.
- 7.5.3** Amendments to the tender conditions, if any
- 7.5.4** Results of the responsiveness of the technical bids and minor infirmities / clarifications sought.
- 7.5.5** Final list of technically qualified bidders.
- 7.5.6** Summary of price bid opening.
- 7.5.7** Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 7.5.8** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

7.6 Amendment of tender documents

- 7.6.1** At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.
- 7.6.2** The Tender Inviting Authority shall not be responsible for failure to inform the prospective bidders for any notices published related to each tender. Bidders are requested to browse website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

7.7 Award of Contract

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

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

7.7.3 The successful bidder shall execute an agreement with the Tender Inviting Authority. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of selection order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.

7.8 Resolution of disputes

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

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


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

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

7.9 Applicable Law & Jurisdiction of Courts

7.9.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

- 7.9.2** Disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram and Ernakulam.
- 7.9.3** 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.


Tender Inviting Authority
Kerala State Road Transport Corporation

Place: Transport Bhavan, Fort,
Thiruvananthapuram

Date: 16/01/2025

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

Signature of bidder:

Name of bidder:

Address of bidder:

Mobile No. of bidder:



APPENDIX-I

Land locations in KSRTC for the Installation of Charging Station for Electric Vehicles.

Sl No	Depot Name (Location)	Land for setting up of charger with 3 bay
01	Munnar	2 Cents
02	Vithura	2 Cents
03	Sulthan Bathery	2 Cents

ANNEXURE-I

FORMAT OF BANK GUARANTEE

To

The Kerala State Road Transport Corporation

(Address)

WHEREAS _____ (Name and address of the Company) (Hereinafter called "the bidder") has undertaken, in pursuance of tender no _____ dated _____ (herein after called "the tender") to participate in the tender of The Kerala State Road Transport Corporation, (address) with for the Design, Installation, Operation, Commissioning, Maintenance and Management of a charging station for electric vehicles.

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

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

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

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

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

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

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

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

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

We,

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

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

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

..... Name and designation of the officer

.....

.....

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

ANNEXURE-II

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

{Notarization is Mandatory}

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

Anti-Black Listing Certificate

Tender No: ES04/40/2024

Date:

We, M/s. , the (successful bidder in the Design, Installation, Operation, Commissioning, Maintenance and Management of a fast charging station for electric vehicles) in the e- tender No. - ----- dated ----- [TENDER No. ES/] do here certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, as on the.....(Last date of submission of Bid).

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

Name & Signature of Authorized

Signatory of bidder

(Seal of bidder)

ANNEXURE-III

(Proforma of Certificate be furnished along with Technical Bid)

AUTHORIZATION CERTIFICATE

(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. ES04/40/2024 for the Design, Installation, Operation, Commissioning,
Maintenance and Management of a fast charging station for electric vehicles. 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 20___

For _____

(Name, Designation and Address)

Accepted

_____ **(Signature)**

(Name, Title and Address of the Attorney)

Date: _____

ANNEXURE-IV

(Proforma of Certificate be furnished along with Technical Bid)
KERALA STATE ROAD TRANSPORT CORPORATION

GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the Tenderer			
	Registered address of the firm			
	GSTIN			
	PAN NUMBER			
	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.		Public Ltd.	Proprietorship
	Partnership		Society	Others specify
	Registration No. & Date of Registration.			
Nature of Business (Please ✓ relevant box)				
5	Proprietorship		Partnership	
	LLP		Startups	
	Joint Venture		Others Specify	
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 *	
Date:	Office Seal	Signature of the tenderer / Authorised signatory

**Name & Signature of Authorized
Signatory of bidder**

(Seal of bidder)

Place:

Date:



KERALA STATE ROAD TRANSPORT CORPORATION

Annexure-V

(Proforma of Certificate be furnished along with Technical Bid)

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past Five years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs)
1	2019 - 2020	
2	2020 - 2021	
3	2021 - 2022	
4	2022 - 2023	
5	2023 - 2024	
Total		
Average Turnover per year		

Date:

Signature of Auditor

(Name in Capital)

Seal



KERALA STATE ROAD TRANSPORT CORPORATION

Annexure-VI

PRICE BID

Tender Inviting Authority:	CHAIRMAN AND MANAGING DIRECTOR, KERALA STATE ROAD TRANSPORT CORPORATION, THIRUVANANTHAPURAM - 695023	
Name of Tender:	AWARDING LICENSE TO DESIGN, INSTALLATION, OPERATION, MAINTENANCE, AND MANAGEMENT OF FAST CHARGING STATION FOR PUBLIC VEHICLES (RE-TENDER)	
Name of the Bidder/ Bidding Firm / Company :		
<u>PRICE BID</u>		
This BOQ Format should be submitted in a separate envelope sealed and superscribed as "TENDER FOR DESIGN, INSTALLATION, OPERATION, MAINTENANCE, AND MANAGEMENT OF FAST CHARGING STATION FOR PUBLIC VEHICLES"		
Sl. No.	Location	TOTAL AMOUNT in Rupees Without Taxes (Amount to be paid to KSRTC per Kilowatt consumed for charging Exclusive of GST)
1	MUNNAR	
2	VITHURA	
3	SULTHAN BATHERY	
		(Applicable GST will be extra)

Name & Signature of Authorized Signatory of bidder

(Seal of bidder)

Place:

Date: