Tender Fee :- **Rs: 28000/-**(25000 + GST)



### KERALA STATE ROAD TRANSPORT CORPORATION

**TRANSPORT BHAVAN, EAST FORT** 

**THIRUVANTHAPURAM 695023** 

### e- TENDER DOCUMENT

for

Supply of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms, warranty 3 year / 4 lakh km

(TENDER NO: S001-SRA01/31/2024-Store KSRTC-HQ dt: 21.12.2024)

For details;

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

E-mail:sr@kerala.gov.in

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# NOTICE INVITING TENDER

Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr DIESEL PROPELLED BUSES Page 3 of 108



# KERALA STATE ROAD TRANSPORT CORPORATION TRANSPORT BHAVAN, EAST FORT

### **THIRUVANTHAPURAM 695023**

### Ph: 0471-2471011

## website: www.keralartc.com Email: sr@kerala.gov.in

### e-TENDER NOTICE

SI.No	ITEM	DESCRIPTION	QUANTITY (NUMBERS)
		Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms with 3 year warranty / 4 lakh km Comply with	
1	Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms	<ul> <li>a) CMVR and KMVR</li> <li>requirements</li> <li>b) Certificate issued by ARAI</li> <li>c) Type approval certificate by</li> <li>any authorized agency in CMVR</li> <li>126</li> <li>d) Compliance to strength of</li> <li>super structure- AIS 031</li> <li>e) Compliance to Bus Body</li> <li>Code AIS 052, AIS:119 and</li> <li>with ITS AIS : 140 IRNSS Based</li> <li>VLT Device.</li> <li>f) Compliance of Flammability</li> <li>requirements as per IS</li> </ul>	6

Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr DIESEL PROPELLED BUSES Page 4 of 108

15061:2002	
For Specification see Appendix -	
Ι	

SI NO	Particulars	Date and time
1	Date of release of tender	21.12.2024 (06:00 pm)
2	Date of Pre Bid Meeting	28.12.2024 (11.00 am)
3	Mode of Pre bid meeting	Through video conference
4	Online tender submission End Date	08.01.2025 (06:00 pm)
5	Date of online Technical bid opening	10.01.2025 (11:00 am)
6	Date of opening of the price bid	Will be informed to the qualified bidders after technical-bid evaluation

# **TENDER SCHEDULE**

1.	Tender No.	SRA01/31/2024 Dtd:10.12.2024
	Tender Fees	Rs.28,000/- (Rs.25000+GST@12%)
2.	(Non Refundable)	(Rupees Twenty Eight thousand only)
	Earnact Manay Danacit	Rs.5,00,000 /-
3.	Earnest Money Deposit	(Rupees Five Lakh only)
	Performance Security for	5% of the total value offered price for
4	supply (For successful	·
	tenderer)	the buses
6	e-Tender site	www.e-tenders.kerala.gov.in
7	e-mail for communication	<u>sr@kerala.gov.in</u>

Chairman and Managing Director, KSRTC, Tender Inviting Authority

### SECTION I

#### INTRODUCTION

- 1.1. The Kerala State Road Transport Corporation is one of the age-old state-run Transport Corporation in India, with headquarters at Thiruvananthapuram.
- KSRTC have a fleet strength of 5200 buses. KSRTC connects every nook and corner of state and major destinations in south India.
- 1.3. In this tender, the lowest price is not the sole criteria for selection. The two bid system, which is followed, has been designed to eliminate those which do not match the technical specifications / Qualifications or not having the proven experience and to eliminate firms that do not have the financial or technical capability to design, manufacture, supply, testing and commissioning of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Bus conforming to BS VI norms or latest as per CMVR.

#### 1.4. **Delivery Period:**

The successful bidder shall effect the delivery of the offered model within 60 days from the date of purchase order including prototype inspection

1.5 Transparency: It is assured that the KSRTC will uphold highest level of transparency in the procurements being made. The decisions/results at the two stages of the tender process will be published on our website and e-tender portal for enabling the prospective offerers to submit their remarks/objections. Canvassing or involving in fraudulent practices in any form, at any stage, will lead to automatic disqualification of the tenderers. Visits to the offices/officers without written permission of the Tender Inviting Authority will not be entertained Phone calls to officers during the tender process will not be entertained. All queries/clarifications on the tender documents/process/ specifications etc shall only be through the email ID given.

1.6 KSRTC is gearing up to reduce cost to make the Public Transport affordable to common man.

Looking forward for a long standing relation with you

Best wishes,

Date:21.12.2024

Chairman and Managing Director, KSRTC (Tender Inviting Authority)

### SECTION II

### 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 Purchase Committee** is a Committee of officers authorized by the Board of Directors to decide on the purchase of the stores and equipments procured by the KSRTC.
- **2.1.3 Tender Inviting Authority** is the Chairman and Managing Director of the KSRTC, who finalize tenders and ensure supply and Annual Maintenance Contract of the buses procured under this tender document.
- 2.1.4 Blacklisting/debarring the event occurring by the operation of the conditions under which the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority, more specifically mentioned in the Specific Conditions of Contract (Section IV) and General Conditions of Contract (Section V) of this tender document, the period being decided on the basis of number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations

### 2.2 Scope

- 2.2.1 The tenders are invited for the design, manufacture, supply, testing and commissioning of 6 Nos. Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms. The bidder shall offer the warranty for a period of 3 years or 4,00,000 Kms which ever is earlier
- 2.2.2 The specification covers design, manufacture, supply, testing and commissioning of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses for operation on Kerala and near by States. The bus design shall be energy

efficient, environmentally friendly, safe and secured for transportation of passengers besides the following main attributes amongst others:

- 2.2.2.1 Ergonomically designed driver's work area
- 2.2.2.2 Ease of repair and maintenance
- 2.2.2.3 Aesthetically designed interiors and exteriors
- 2.2.2.4 Ease of boarding and alighting for all passengers
- 2.2.2.5 Safety, reliability and durability
- 2.2.2.6 Fuel Efficient
- 2.2.2.7 Passenger comfort
- **2.3** The Bidder shall comply with all applicable Central, State and local laws (including Acts, Rules and Regulations).
- 2.4 The Diesel propelled bus shall meet all applicable Central Motor Vehicles Rules, 1989 (hereinafter referred to as "CMVR"), norms for safety and emissions applicable on the date of manufacture and Bus Code AIS 052 and any revisions thereof [hereinafter called Bus Code]
- **2.5** Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract.
- 2.6 The bus design shall be suitable for minimum daily operation of 16 to 20 hours under all load, different terrains and operating conditions. Tyre rating should be such that it meets the requirement of peak hour loading.
- 2.7 The bus design shall be eco-friendly, energy efficient, safe, and comfortable with exhaust emissions maintained at specified levels [Bharat Stage VI] subject to meeting additional requirement, if any of any further standards as imposed by law and further improved standard as applicable on the date of manufacture]. Bus and complete aggregates shall comply with

the rules and regulation with respect to safety and emission notified and mandated time to time by the government and applicable at the time of the delivery and the registration of the buses. To ensure compliance, type approval certificate from the approved test agency under CMVR will be necessary for the complete bus for the applicable rules, regulation and specifications laid herein.

- **2.8** Detailed drawings of bus structure along with complete dimensions, its components, seats, interior/ exterior fittings, electrical systems, wiring harness, retarder type and other accessories along with complete details of materials used, their specification, manufacturing tolerances, complete catalogue etc. shall be provided to the Purchaser by the bidder.
- **2.9** On expiration of the warranty period, the successful tenderer shall be willing to provide after sales support including supply of spares for an additional period of minimum 10 years or till the supplied buses are in use subject to a maximum period of 20 years as per existing rules. The period to be decided by the tender Inviting Authority and shall be binding. The parts and components if required for the bus body to be provided by the successful bidder till the buses are in use.
- **2.10** General appearance, seating layout and structural details of roof, floor, sides, front and rear show and driver's cab shall be provided by the Bidder along with their bids.
- **2.11** Any other provisions/ fitments required for safe and efficient operation and/ or for fulfilling statutory requirements shall be provided in the offered bus.

## 2.12 COLOUR SCHEME and Inspection

The Colour shade for interior and exterior, logo, graphics, lighting inside and outside information details etc. have to be confirmed from KSRTC and shall incorporate the painting scheme on prototype bus and shall be approved by KSRTC. One of the offered model of prototype Bus has to be demonstrated before a team of Technical officers of Kerala SRTC by the qualified bidder after the issue of Purchase Order. The officers of KSRTC will have the right to conduct inspection of the Bus Chassis/ Bus Body at any stage of the construction / operation to ascertain its conformance to the performance standards, specifications and dimensions vide Appendix– I. The representatives of the vehicle manufacturer should be part of the inspection of bus along with the officers of KSRTC. The delivery of the buses shall be effected only after getting the approval for prototype from KSRTC.

- **2.13 CERTIFICATION:** The bidder should obtain the required certification of the model of the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI from the approved certification agency as per CMVR and KMVR
- 2.14 The responsibility of the successful bidder includes supply of ordered quantity of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms.
- **2.15** The bidder has to properly maintain all records of data pertaining to the maintenance of the vehicle as per the recommendations of vehicle manufacturers and as per the requirement of KSRTC.
- **2.16** DATA SECURITY/CONFIDENTIALITY: All the data pertaining to maintenance of these vehicles shall be stored securely keeping the confidentiality. These data should not be shared in full or part with any other agencies.

### SECTION - III

### **DETAILS OF ITEM TENDERED**

## 3.1 Item Tendered

Design, Manufacture, Supply, Testing, & Commissioning of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms with warranty a) CMVR and KMVR requirements b) Certificate issued by ARAI c) Type approval certificate by any authorized agency in CMVR 126 d) Compliance to strength of super structure-AIS 031 e) Compliance to Bus Body Code AIS 052, ais:119 and with ITS AIS : 140 IRNSS Based VLT Device. f) Compliance of Flammability requirements as per IS 15061:2002 For Specification see Appendix -I	Description of Work	Tendered Quantity (Nos.)	Delivery Period
	Commissioning of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms with warranty a) CMVR and KMVR requirements b) Certificate issued by ARAI c) Type approval certificate by any authorized agency in CMVR 126 d) Compliance to strength of super structure-AIS 031 e) Compliance to Bus Body Code AIS 052, ais:119 and with ITS AIS : 140 IRNSS Based VLT Device. f) Compliance of Flammability	6	bidder shall effect the delivery of the offered model within 120 days from the date of purchase order including prototype

## 3.2 Technical specifications:

The detailed technical specifications and other quality parameters of the above item is contained in Appendix - I

### SECTION-IV

### SPECIFIC CONDITIONS OF CONTRACT

## 4.1 Time Limits prescribed

<u>SI. No</u>	Activity	<u>Time Limit</u>	
4.1.1.	Supply & Delivery period	As mentioned in Section 3.1	
4.1.2.	Warranty period	3 years or 4,00,000 kms which ever is earlier.	
4.1.4.	Submission of Performance Security and entering into contract	Within 15 days from the date of issuance of LOA / Purchase Order.	
4.1.5	Payment Installments	<ul> <li>a. Chassis</li> <li>1. On request of the bidder along with the invoice of the chassis, when the chassis is billed in favour of KSRTC and transferred for body building, a part payment of 60% of the total agreed price of the chassis will be made for which an unconditional bank guarantee @110% to be submitted by the successful bidder.</li> </ul>	

2. 30% of the balance
payment of agreed price
of the chassis will be
made within 15 days of
delivery of bus and
acceptance at delivery
point specified in the
Purchase order.
3. 10% of the balance of
agreed price of chassis will
be made after 30 days
from the date of
registration of the bus and
its satisfactory
performances.
b. Bus Body
1. 90% of the agreed price
مطالبين بالممط منطع كم
of the bus body will be
made within 30 days of
made within 30 days of
made within 30 days of delivery of bus and
made within 30 days of delivery of bus and acceptance at delivery
made within 30 days of delivery of bus and acceptance at delivery point specified in the
made within 30 days of delivery of bus and acceptance at delivery point specified in the Purchase order.
<ul> <li>made within 30 days of</li> <li>delivery of bus and</li> <li>acceptance at delivery</li> <li>point specified in the</li> <li>Purchase order.</li> <li>2. 10% of the balance of</li> </ul>
<ul> <li>made within 30 days of</li> <li>delivery of bus and</li> <li>acceptance at delivery</li> <li>point specified in the</li> <li>Purchase order.</li> <li>2. 10% of the balance of</li> <li>agreed price of bus body</li> </ul>
<ul> <li>made within 30 days of delivery of bus and acceptance at delivery point specified in the Purchase order.</li> <li>2. 10% of the balance of agreed price of bus body will be made after 30 days</li> </ul>
<ul> <li>made within 30 days of delivery of bus and acceptance at delivery point specified in the Purchase order.</li> <li>2. 10% of the balance of agreed price of bus body will be made after 30 days from the date of</li> </ul>

4.1.6	Time for making payments by Tender Inviting Authority	60% of the Payment will be made within 30 days of delivery of the bus along with the required documents at delivery point specified in the purchase order and balance 40% will be released within 45 days after the registration and successful evaluation of the bus
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## 4.2 Pre- Qualification of Tenderers:

**4.2.1** Only Vehicle Manufacturers having a place of business in any of the States of India are eligible to participate in this tender. Vehicle 'Manufacturers should upload a certificate in this regard. However the vehicle Manufacturers have the liberty to construct the bus body at their authorised body builder. The Vehicle Manufacturer should declare (upload) their authorised body builder such as name, statutory registration details, authorisation by vehicle manufacturers approval for body building for the class of vehicles along with the tender. The bidder (Vehicle manufacturers) shall authorise their body builder for the construction of bus body on the chassis as such upload the certification for bus body of their authorised body builder.

- 4.2.2 The tenderer should be in the business of manufacturing and supply of Diesel buses / chassis for the last 5 financial years within the country.
- 4.2.3 The tenderer should have supplied minimum 10 Nos. of Diesel buses/ Chassis of length 13.5 mtr BS VI to STU's/private companies in India during last 5 (Five) years ending on 30.11.2024. Such prescribed quantity can include the vehicles supplied to any STUs in India for hiring on wet lease based on

the confirmation from the concerned STU. The bidder should upload sufficient proof of supply such as invoice / Acceptance letter to confirm the supply of 10 Nos. of above mentioned bus / chassis.

- 4.2.4 Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting. (Affidavit as per format in Annexure I should be submitted along with the technical bid)
- 4.2.5 Litigation: Bidders who have been blacklisted by KSRTC / Government Department / other STU will not be eligible / other for consideration.
- 4.2.6 Bidders should remit the required Tender Fee and Earnest Money Deposit (EMD) in 'Online mode' through SBI/NEFT, as per the Notice Inviting Tender. No exemption in the case of EMD and Tender Fee. Bidders should ensure and convince themselves that the online payments made by them have been successfully transferred. KSRTC shall under no circumstances be responsible for failed transaction of the payments due to non-compliance of any online banking procedure and consequent rejection of tender.

## 4.3 Documents to be uploaded

- 4.3.1 Documents to prove that the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms offered are having the approval from Competent Certifying Authority. (Scanned copy should be uploaded)
- 4.3.2 Documents to prove that the offered Diesel Chassis is having the approval from ARAI / Competent Authority. (Scanned copy should be uploaded)
- 4.3.3 The bidder shall upload documents as per Clause No.4.2.3 of NIT.

- 4.3.4 This Notice Inviting Tender, all pages should be filled, signed and stamped by the bidder should be scanned and uploaded.
- 4.3.5 An undertaking to the effect that the type approval as per CMVR and STA, Thiruvananthapuram shall provided at the time of delivery. (Scanned copy should be uploaded)
- 4.3.6 Specifications of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms as per <u>Appendix - I</u> duly signed and stamped by the bidder with full address and date (Scanned copy should be uploaded).
- 4.3.7 Certificate in <u>Annexure G</u> regarding the firmness of rate throughout the period of supply of Buses as per purchase order schedule should be signed and stamped by the bidder with full address and date should be uploaded.
- 4.3.8 Declaration as per <u>Annexure H</u> to be furnished in an Indian Stamp Paper of Rs.200/-, duly signed and stamped by the bidder with full address and date should be uploaded. The original declaration should be submitted in hard form to this office on or before the time of opening of Financial Bid.
- 4.3.9 General Terms and Conditions as per <u>Annexure- I</u> duly signed and stamped by the bidder with full address and date (Scanned copy should be uploaded).
- 4.3.10 Specification Comparison Table as per <u>Annexure-E</u> to be filled signed and stamped by the bidder with full address and date should be uploaded.
- 4.3.11 The bidder should upload the anti black listing certificate as per <u>Annexure-J</u>
- 4.3.12 The bidder shall upload the performance evaluation of offered model of Bus as per <u>Annexure-D</u>
- 4.3.13 The bidder should upload the General Information about the tenderer as per Annexure A

- 4.3.14 The bidder should upload the Declaration Form about the tender as per Annexure B
- 4.3.15 The bidder should upload the Offer Form about the tender as per Annexure C
- 4.3.16 The bidder should upload materials used for fabrication of body as per Annexure-F.
- 4.3.17 The bidder should upload Type Approval Certificate of Bus Body Builder as per AIS : 052.
- 4.3.18 Upload Authorization Certificate issued to the Bus Body Builder by the vehicle manufacturer.
- **4.4** Specifications of the Vehicle:

Total package: The tender is invited for a total package as mentioned in Section III including of the following

- 4.4.1 Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms – The tenderers are required to supply 6 Nos. of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms as per the specifications mentioned in Appendix I as per Clause 3.1.
- 4.4.2 Data Sharing All the maintenance data should have facility to share to KSRTC.
- 4.4.3 Human Resource : Give suitable training to the technical officers and staff to familiarize the technical features and maintenance as in house and at the bidder's training centers and also as per Clause 5.29

### 4.5 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.

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

- 4.5.1.1 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.
- 4.5.1.2 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.
- 4.5.1.3 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.
- 4.5.1.4 The Tender Inviting Authority may call for additional documents/clarifications through e-tender portal.
- 4.5.1.5 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 (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.
- 4.5.2 The successful bidder in Round -1 (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

## 4.6. Round 2 - Opening of Price Bid.

- **4.6.1** The qualified bidder in round -1 shall be considered for Round -2.
- **4.6.2** The price bid shall be in the BOQ format submitted along with the tender notice in the e-tender portal.
- **4.6.3** The evaluation of the price bid is mentioned in Appendix II. An illustration of the method of arriving at the L1 rate/bidder is also shown in Appendix II.
- 4.6.4 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
- **4.6.5** The successful bidder has to furnish performance security with in 15 days from the date of issuance of purchase order.

## SECTION V

### **GENERAL CONDITION OF TENDER / CONTRACT**

5.1 Contents of the Tender Document:

This 'Tender Document' contains the following:

- a. Introduction (Section I)
- b. Scope and Description of Contract (Section II)
- c. Details of Bus tendered (Section III)
- d. Specific Conditions of Contract (Section IV)
- e. General Conditions of Contract (Section V)
- f. Appendix- documents supplied by the tender inviting authority
- g. Annexures-formats for submission of tenders by the tenderers
- 5.2. Conditions of Tender / Contract
- **5.2.1** Tender Document:

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

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

- 5.2.3 The online documents shall be submitted through the e-tender portal <u>www.etenders.kerala.gov.in</u>. Tenderers have to enroll themselves in the e-tender portal and digital signature certificate is required. The details can be obtained from the e-tender portal under the menu 'downloads'
- **5.2.4** The general guidelines on e-tender process is as below;
- 5.2.5 Bidders have to procure legally valid Digital Certificate as per Information Technology Act, 2000 for digitally signing their electronic bids. Bidders can procure the same from any of the license certifying authority of India. For more details, please visit the e-GP website www.etenders.kerala.gov.in or contact Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram. Ph: 0471 2577088, 2577188; Toll free No.18002337315; e-mail: etendershelp@kerala.gov.in .
- 5.2.6 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.comfor assistance in this regard.
- 5.2.7 The online tender process comprises the stages viz. downloading the tender document, prebid meeting (as applicable to each tender), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids.
- 5.2.8 The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the e-tender portal.

- **5.2.9** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. 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.
- **5.2.10** Online Payment modes: The tender document fees and EMD can be paid through e-Payment facility provided by the e-Procurement system:

# 5.3 Responsibility of verification of contents of tender document:

- **5.3.1** The purchaser of the tender form shall examine all instructions, forms, terms and specifications in the Tender Document and verify all the contents mentioned in the 'Tender Document'.
- **5.3.2** Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice.

## 5.4 Guidelines for preparation of Tender

- 5.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its bid and Kerala State Road Transport Corporation, Thiruvananthapuram, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 5.4.2 In the event of documentary proof as required being not uploaded, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.

- 5.4.3 This Notice Inviting Tender, all pages should be filled, signed and stamped by the bidder should be scanned and uploaded.
- 5.4.4 Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 5.4.5 The tender (in English Language only) for the supply of equipments mentioned in Section III shall be submitted along with detailed specifications.
- 5.4.6 The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.
- 5.4.7 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.
- 5.4.8 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 5.4.9 Clarifications to specific requests received on email (<u>sr@kerala.gov.in</u>) 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 (<u>www. etenders.kerala.gov.in</u>).

- 5.4.10 Any clarification on the e-tender procedure shall be obtained from KERALA IT mission and the contact numbers are 0471-2577088, 2577188, 18002337315.
- 5.4.11 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.

### 5.5 Online payment for e-Tenders

- 5.5.1 Bidders while participating in online tenders published in Government of Kerala's e-procurement website <u>www.etenders.kerala.gov.in</u>, should ensure the following:
- 5.5.1.1 Single transactions for remitting tender document fee and EMD. Bidders should ensure that the tender document fee and EMD are remitted on single transactions and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions.
- 5.5.1.2 The tender document fee and EMD shall be paid through e-Payment facility provided by the e-Procurement system.
- 5.5.2 The bids will not be considered for further processing, if bidders fail to comply on clauses above and tender fee and EMD will be reversed to the account from which it was received.

### **5.6 Tender Document fee**

- 5.6.1 Tenderer shall remit Tender document fee online in the etender portal and non remittance of Tender Document fee as mentioned in the e-tender notice shall be one of the primary reasons for rejection of the offer in the first round.
- 5.6.2 Tenderers shall pay tender document fee as per Notice Inviting Tender.

## 5.7 Earnest Money Deposit (EMD):

- 5.7.1 Tenderer shall remit EMD online in the e-tender portal and non- remittance of sufficient EMD shall be one of the primary reasons for rejection of the offer in the first round.
- 5.7.2 None of the bidders are exempted from the remittance of EMD, in any case.
- 5.7.3 EMD of unsuccessful tenderers will be refunded as promptly through online transfer.
- 5.7.4 The successful tenderer's EMD will be refunded upon the tenderers signing the contract and furnishing the performance security.
- 5.7.5 No interest will be paid for the EMD remitted.
- 5.7.6 The EMD will be forfeited, if a tenderer;
- 5.7.6.1 Misrepresents facts or submit fabricated / forged / tempered/ altered / manipulated documents during verification of tender process.
- 5.7.6.2 Withdraws its bid after the opening of technical bid;
- 5.7.6.3 A successful tenderer, fails to sign the contract after issuance of Letter of Intent
- 5.7.6.4 Fails to furnish performance security after issuance of Letter of Intent.

### 5.8 Deadline for submission of tender.

- 5.8.1 Tenderers shall upload all the necessary documents in the e tender portal before the last date and time for online submission and the Tender Inviting Authority shall not be held liable for the delay.
- 5.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the

deadline shall thereafter be subjected to the same deadline so extended.

## 5.9 Modification and Withdrawal of Bids

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

## 5.10 Period of Validity of Tender

- 5.10.1 The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.
- 5.10.2 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

# 5.11 Acceptance / Rejection of tenders:

- 5.11.1 It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted. Usually the lowest offers of tenderers qualified for the price bid opening shall be accepted, unless one sided condition unacceptable to the Tender Inviting Authority are provided in such price bid.
- 5.11.2 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 tenderer in the event the firm deviates from the agreed terms and conditions.

## 5.12 Notices

5.12.1 The Tender Inviting Authority will publish the following information on its website or e-tender portal at the appropriate time as part of ensuring transparency in the tender process;

- 5.12.1.1 The tender notices, documents, corrigendum, addendum etc if any.
- 5.12.1.2 Amendments to the tender conditions, if any, especially after the pre-bid meeting.
- 5.12.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
- 5.12.1.4 Final List of technically qualified bidders.
- 5.12.1.5 Summary of Online price bid opening.
- 5.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract
- 5.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

### 5.13 Other terms and Conditions

- 5.13.1 All the terms and conditions in respect of warranty, Training of Staff etc shall be complied with.
- 5.13.2 Technical Specifications and Standards:- The Goods andServices to be provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters.
- 5.13.3 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, CGST, SGST, IGST, Customs Duties etc.
- 5.13.4 **Rejection of supplied bus:** On rejection of any bus subject to inspection or assessment of performance during commissioning at KSRTC premises, such buses shall be

rectified or replaced by the manufacturer at its own cost within 15 days of the date of intimation of rejection.

- 5.13.5 If the GST is left blank, then it will be considered as zero (inclusive in the basic price) or not applicable and BOQ will be considered for evaluation.
- 5.13.6 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

### 5.14 Tendering System

- 5.14.1 The tenders / bids are to be submitted on-line in the e-tender portal.
- 5.14.2 PART-I entitled as TECHNICAL BID. The technical bid shall be uploaded in the e-tender portal. The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions.
- 5.14.3 PART II tilted as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 5.14.4 Bidders have to procure legally valid Digital Certificate as per Information Technology Act, 2000 for digitally signing their electronic bids. Bidders can procure the same from any of the license certifying authority of India. For more details, please visit the e-GP website <u>www.etenders.kerala.gov.in</u> or contact Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004. Ph: 0471 - 2577088,

- 5.14.5 The tenderer shall enroll and register in the e-tender portal. The tenderer shall issue DSC to only the responsible person who is authorized to submit online bids.
- 5.14.6 The tenderers who do not submit the technical bid which reaches beyond the stipulated date and time will be treated non-responsive.
- 5.14.7 If the bids are not submitted as per the requirement of the above clauses, the Tender Inviting Authority shall assume no responsibility for the offer's misplacement and consequential rejection.

### 5.15 Amendment of tender documents:

- 5.15.1 At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.
- 5.15.2 The amendments shall be published in e-tender portal, and the tenderer shall submit copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.
- 5.15.3 The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

### 5.16 Contents of online Bid submission.

- 5.16.1 Tender Document fee
- 5.16.2 Earnest Money Deposit (EMD)
- 5.16.3 General information about the tenderer as per ANNEXURE- A.
- 5.16.4 Declaration Form as per Annexure B and copy of amendments if any duly signed in all pages by the tenderer or the authorized signatory.
- 5.16.5 Blank Price Bid format as per the format available in e tender portal.
- 5.16.6 Power of Attorney as per format in Annexure -J
- 5.16.7 Documents showing service facilities in Kerala.
- 5.16.8 Technical literature, product data sheet.
- 5.16.9 Offer Form as per Annexure C should be uploaded.
- 5.16.10 The tenderer should upload the copy of Type Approval certificate for the offered bus model.
- 5.16.11 Copy of certificate as per Clause No. 4.2.3
- 5.16.12 The documents proving that the tenderer is a vehicle manufacturer should upload a certificate
- 5.16.13 A certificate in prescribed format as per Annexure F for price firmness.
- 5.16.14 Lower Rate Declaration as per Annexure G
- 5.16.15 Specification Details as per Annexure E
- 5.16.16 Anti black listing certificate as per Annexure I
- 5.16.17 Performance evaluation sheet as per Annexure D
- 5.16.18 All documents as per clause 4.2
- 5.16.19 The documents such as supply orders showing that the tenderer and manufacturer having previous experience in the

business of the supply of the buses offered. The copies shall be scanned and uploaded in the e-tender portal.

### 5.17 Opening of Tender

- 5.17.1 The technical bid opening will be online. The date of technical bid opening is only published in advance.
- 5.17.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Tenderers or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 5.17.3 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.
- 5.17.4 In the event of the tender and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- 5.17.5The tenderer shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line bid.
- 5.17.6 The date and time of Price Bid opening will be intimated only to the bidder qualified in stage I ie, after the opening of the Technical Bid etc of the Bus Chassis and Bus Body for AC

Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms by the tenderers.

### 5.18 Evaluation of tender

- **5.18.1** The bid evaluation will consist of two stages viz, (i) Technical bid evaluations, (ii) Evaluation of price bid.
- 5.18.1.1 The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.
- 5.18.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms offered, the experience and reputation of tenderer in the field, the financial solvency etc.
- 5.18.1.3 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.
- 5.18.1.4 A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.
- 5.18.1.5 The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.

## 5.19 Evaluation of Price Bids

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

- 5.19.2The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- 5.19.3Tenderer shall download the available price bid format in etender 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.
- 5.19.4 Price Offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply, training and successful commissioning of the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms.
- 5.19.5 Prices quoted by the Tenderer for the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms shall be firm for one year from the date of financial bid opening or for the complete delivery of the buses whichever is later. But any change in statutory levies shall be made applicable.
- 5.19.6 There shall also be no hidden costs.
- 5.19.7 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. The price shall be entered separately in the following manner:
- 5.19.7.1 Basic Price: The price of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms, accessories quoted shall be for the delivery of the buses at the specified location of KSRTC. The prices shall be inclusive of Transit \insurance,

Transportation Charges or any other charges as applicable for door delivery.

- 5.19.7.2 GST shall be quoted in this column in numeric values and in Rupees (If the field is left blank, value will be taken as zero).
- 5.19.7.3 The total amount will be calculated as per the bid evaluation criteria Appendix – II and will be taken for evaluation and bid ranking.
- 5.19.7.4 The tenderers shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification under Appendix I.
- 5.19.7.5 The tenderers shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification under Appendix – I. The price bid evaluation shall be based on the total end rate of bus chassis and bus body together (ie, as fully built bus) (as per Appendix-II). A sample calculation is shown in Appendix - II wherein the period of warranty is taken as 3 years / 4,00,000 km which ever is earlier. The firm whose effective value is the lowest will be awarded the contract.

## 5.20 Clarification of Bids

- 5.20.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the bid evaluation committee on its bids submitted.
- 5.20.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

### 5.21 Award of Contract

5.21.1 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 Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms, i.e. after price bid opening.

5.21.2 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 and conditions quoted by the tenderer.

## 5.22 Notification of Award/Letter of Intent (LOI)

- 5.22.1 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 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 Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- 5.22.2 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.
- 5.22.3 The Notification of Award shall constitute the conclusion of the Contract.

## 5.23 Signing of Contract

5.23.1 The vehicle manufacturer shall be solely responsible for the execution of whole contract, whether the bus body is built inhouse or through their authorized body builder. The vehicle manufacturer shall execute an agreement for ensuring after sales support as well as supply of spares for an additional period of minimum 10 years or till the supplied buses are in use subject to a maximum period of 20 years as per existing rules. The period to be decided by the tender Inviting Authority and shall be binding on the successful tenders. The Draft Agreement will be provided after prototype inspection. The successful tenderer shall submit bank guarantee of required validity period

- 5.23.2 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.
- 5.23.3 The successful tenderer shall also enter into Annual Maintenance Contract Agreement with the Tender Inviting Authority, on the release of Purchase Order.
- 5.23.4 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.
- 5.23.5 **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.
- 5.23.6 **Modification of contract:** If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- 5.23.7 Specifications, designs etc. where Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority.
- 5.23.7.1 Incidental services to be provided by the successful tenderer
- 5.23.7.2 Place of delivery

## 5.24 Performance Security

- 5.24.1 There will be a security deposit amounting to 5% of the total value for supply of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms excluding taxes, which shall be submitted by the successful vehicle manufacturer to the Tender Inviting Authority within 15 days from the date of issuance of 'Letter of Acceptance'. The performance security for supply of buses shall be released on 6 (Six) months after successful completion of warranty period. The agreement duly signed and returned to the tender inviting authority shall be accompanied by the security deposit amount in the form of demanded draft / bank guarantee valid after 6 months from the date of expiry of contract period in the prescribed format.
- 5.24.2 Upon receipt of such agreement and security deposit the tender inviting authority shall issue purchase order containing the terms and conditions for the execution of the order.
- 5.24.3 Failure of the successful tenderer in providing security deposit mentioned in as per the first pages of NIT and/or in returning agreement copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.
- 5.24.4 The security deposit shall be denominated in Indian Rupees only.

## 5.24.5 Liquidated damages for non supply and performance:-

The successful bidders shall supply the ordered quantity of vehicle as per the delivery schedule given by KSRTC. If buses are not supplied as per supply schedule given by KSRTC, liquidated damages will be realised from the supplier at the rate of 0.5% of the Cost of item per week for each week or part there of, up to a maximum deduction of 10% of the Contract prices and there after the Corporation will consider the termination of the contract at the risk and cost of the contractor.

#### 5.25 Delivery

- 5.25.1 The successful tenderer will have to arrange transportation of the ordered buses as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, delivery and pay all necessary charges incidental till it is satisfactorily delivered. It shall be ensured that the buses arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.
- 5.25.2 If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely delivery of the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms and performance of services, the successful tenderer shall inform the Tender Inviting Authority in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful tenderer's contractual obligations by issuing an amendment to the contract.

- 5.25.3 The successful tenderer is required to deliver the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms at the site within time specified as per the delivery schedule from the date of issue of the 'Purchase Order' and demonstrate individually the specification/features as well as operation / performance of the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms to the satisfaction of the institution head or his/her representative.
- 5.25.4 The invoice shall be submitted for effecting stock entry at the respective location.
- 5.25.5 The Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms will not be accepted after the date of issuance of notice of termination, even if the bus are ready or dispatched following the termination. For the remaining Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms and services, the Tender Inviting Authority/ may decide:
- 5.25.5.1 To get any portion of the balance completed and delivered at the contract terms, conditions and prices.
- 5.25.5.2 To place orders for the unexecuted portion of the order or even the increased quantity with the next lowest qualified tenderer at the risk and cost of L1 bidder.

## 5.26 Payment

- 5.26.1 The payment of the price agreed will be made as per Clouse No. 4.1.5 and 4.1.6
- 5.26.2 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.

- 5.26.3 Requests for advance payment, payment against delivery or payment through Bank against dispatched documents will not be considered.
- 5.26.4 The successful tenderer shall not claim any interest on payments under the contract.
- 5.26.5 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful tenderer at rates as notified from time to time.
- 5.26.6 The successful tenderer shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to Tender Inviting Authority.
- 5.26.7 While claiming reimbursement of duties, taxes etc. (like CGST, SGST, IGST, custom duty) from the Tender Inviting Authority as and if permitted under the contract, the successful tenderer shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the successful tenderer) shall refund to the Tender Inviting Authority forthwith.

## 5.27 After Sales Service conditions:

- 5.27.1 The successful tenderer should have service centre facility for satisfactory execution of the contract and the details shall be provided to the Tender Inviting Authority in writing.
- 5.27.2 The after sales terms and conditions will be strictly enforced and those tenderers who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms only participate in the tender.

## 5.28 Guarantee/Warranty terms:

5.28.1 <u>Warranty Conditions.-</u> The Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms offered should have a warranty period of 3 Years / 400000 km which ever is earlier. Any premature failure of aggregates and accessories of the Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms within the warranty period shall be replaced free of cost on intimation from KSRTC. The bidder should provide warranty for all value added services as per AIS:140/ BIS: 16833 such as Vehicle Tracking System (VLT Device), Security Camera Network (CCTV) with Panic Button, LED Destination Board System (LDBS) as per IS: 16490. If the warranty attentions are not done in the above stipulated time and consequently KSRTC will realize the penalty as per section 5.36 of this NIT and this amount will be realized from the security deposit. If the security deposit is not sufficient to meet this, the same will be realized from any other payment due to them or legal steps will be initiated against the Tenderer, including revenue recovery.

- 5.28.2 The successful tenderer has to warrant that the Goods supplied under this Contract are new, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 5.28.3 The successful tenderer further have to warrant that the buses supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the successful tenderer, that may develop under normal use of the supplied Bus.
- 5.28.4 All the buses including the accessories supplied as per the technical specification should carry warranty for a period mentioned under cl.4.1.2 in the first instance. During this period, the successful tenderer shall replace all defective accessories / aggregates Bus Chassis components and AC parts. The cost of spare parts and material for all

replacements has to be borne by the successful tenderer during the period of warranty.

- 5.28.5 On expiration of the warranty period, the successful tenderer shall be willing to provide after sales support in supply of spares for an additional period of minimum 10 years or till the supplied buses are in use subject to a maximum period of 20 years as per existing rules. The period to be decided by the tender Inviting Authority and shall be binding.
- 5.28.6 **Site Visits:** The successful tenderer shall visit each depots as part of preventive maintenance during the warranty period.
- 5.28.7 If the successful tenderer, having been notified, fails to rectify the defect(s) within the period specified, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful tenderer's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful tenderer under the contract.
- 5.28.8 Warranty certificate for the additional equipments fitted as per the tender specifications duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Invoices. A copy of the original warranty papers has to be given to the institution head concerned.
- 5.28.9 The equipment/ aggregates fitted in the bus chassis which requires quality assurance test, statutory test and certification of all the equipments and related components should be renewed in the prescribed intervals from the authority concerned during the entire period as per the prevailing rules shall be done at free of cost during the Warranty period.

- 5.28.10 Any mandatory approval required for satisfactory supply and executing this contract of buses shall be obtained by the successful tenderer in liaison with the respective authorities.
- 5.28.11 The tenderer shall submit the details of activities to be carried out during the preventive maintenance.
- 5.28.12 The tenderer shall submit the parameters which require calibration and the frequency of calibration required and shall carry out during warranty period.
- 5.28.13 There should not be any exclusion of warranty for any spare parts except consumables. If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty period. The rate of the same shall be included in the offered price in warranty period.
- 5.28.14 All software updates, if any required, should be provided free of cost during Warranty period.

## 5.29 Training

- 5.29.1 The bidder shall arrange orientation training as and when required for drivers/ technicians/ supervisors/ engineers of the KSRTC in respect of proper handling of safety critical fitments and their effective use and maintenance aspect of the complete bus system.
- 5.29.2 The vehicle manufacturer shall provide training to minimum 3 Drivers and 3 Mechanics and 1 Mechanical Supervisor and officers per bus on driving, vehicle maintenance and electrical and electronics (OBD and multiplexing), reconditioning of aggregate such as engine, gear box, rear axle etc free of cost including in house training.
- 5.29.3 As training activity is an integral part of these contract, KSRTC will not make any payment for providing training.

## 5.30 Intellectual Property Rights (IPR)

- 5.30.1 The successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
- 5.30.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful tenderer of the same and the successful tenderer shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.
- 5.30.3 The Successful tenderer shall at all times, indemnify and keep indemnified the Tender Inviting Authority against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Warranty.

#### 5.31 Corrupt or Fraudulent Practices

It is required by all concerned namely the Tenderers/ Successful tenderers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:" corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non -competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

KSRTC/ Tender Inviting Authority will reiect а proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for а stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

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

#### 5.32 Force Majeure

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

If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the successful tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

If the performance in whole or in part or any obligation under this con tract 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.

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.

## 5.33 Resolution of disputes

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.

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.

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

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

#### 5.34 Applicable Law & Jurisdiction of Courts

- 5.34.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 5.34.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram and Ernakulam.

#### 5.35 General/ Miscellaneous Clauses

- 5.35.1 Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Successful tenderer on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- 5.35.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- 5.35.3 The Successful tenderer shall notify the Tender Inviting Authority of any material change would impact on performance of its obligations under this Contract.
- 5.35.4 The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful tenderer/its associate/affiliate etc.
- 5.35.5 All claims regarding indemnity shall survive the termination or expiry of the contract.

## 5.36 Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are; imposition of liquidated damages, forfeiture of EMD termination of the contract, blacklisting/ debarring of the tenderer, failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not, only lead to rejection of tenders in the first round itself and/ or may lead to forfeiture of EMD as well as result in black listing/ debarring of the tenderer.

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

Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful tenderer liable to any or all of the following sanctions: The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of items from such tenderers.

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

#### 5.37 Termination of Contract

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

Further details could be obtained from the office of the Chairman and Managing Director of KSRTC, Transport Bhavan, Fort, Thiruvananthapuram during office hours at 0471 - 2471011 (Extn : 231/303)

#### 5.38 Fall Clause

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

The bidder is expected to maintain all the assemblies/ subassemblies/ items/parts etc. for proper functioning of the Bus in accordance with the technical specifications of the present model and recommendations of the Vehicle Manufacturers with respect to preventive maintenance services and dockings including for consumables.

- 5.39 Spares and After Sales Service: The bidder shall confirm adequate availability of spare parts and after sales service for the buses offered in the bid during warranty period and further up to 10 years failing which actions will be taken for blacklisting the bidder and other consequent legal formalities.
- **5.40** Service Manuals and Spare parts Catalogue\_:- Detailed maintenance and service manual / workshop manual, spare parts catalogue etc shall be specially prepared for the supplied bus in soft copy or printed booklet along with the first supply of buses.

#### 5.41 Temporary Registration:

The temporary registration should have a validity of at least 15 days while on delivery of vehicles at destination. If by any instance the vehicle is not accepted by KSRTC due to any reason the renewal of temporary registration has to be made by the bidder until it is accepted by KSRTC.

**5.42**. **Statutory Compliance**: The Bidder shall obtain himself, at his own expense, all the latest Specifications required for design, manufacture, and supply and commissioning of Buses in accordance with contract terms. The bidder shall be required to

comply with all the latest provisions of the Central Motor Vehicle Rules 1989 (CMVR), Motor Vehicle Act 1988 (MVA) and KMV Rules 1989,AIS: 052 Bus body code along with all amendments therein and other Statutory and legal requirement as applicable on the date of delivery / registration of Buses and any retro fitments done during the contract period the bidder shall obtain necessary certificates from the competent authorities. Modifications with regard to emission norms as and when issued by the Government should be incorporated and shall obtain necessary certificates for the entire period from the competent authorities.

- 5.43. Inspection of buses at destination station:- The manufacturer shall be responsible and liable to deliver fully built buses in accordance with the technical specifications, terms and conditions at Central Works, Pappanamcode. On receipt of buses at the place of delivery, along with the valid required documents, these shall be jointly inspected by the supplier and the authorised official of the Corporation for the completeness and satisfactory condition of all equipment / components. Damages, defects and deficiency, if any, shall be noted and the supplier shall initiate immediate action for making good same under advice from the Corporation within mutually agreed time period. Any delay for commissioning of these buses due to any such reason shall be to supplier's account and shall be dealt with by the Corporation as per conditions of the contact.
- **5.44**. Liquidated damage for supply performance The successful Tenderers shall supply the ordered quantity of Fully built Buses as per the delivery schedule given by KSRTC. If Fully built Buses are not supplied as per supply schedule given by KSRTC, liquidated damages will be realised from the supplier at the rate of 0.5% of the cost of item per week for each week or part there of, up to a maximum deduction of 10% of the contract prices and there after the Corporation will consider the

termination of the contract at the risk and cost of the bidder, as per the provisions of Kerala Store Purchase Manual.

## 5.45 Specific Conditions

Letter Of Acceptance (LOA) will be given to L1 Bidder upon receipt of the 'Letter of Acceptance', the successful Bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorized signatory within 7 (Seven) days from the date of dispatch of Letter of Acceptance. However, the Contract shall be deemed to be concluded on the date of dispatch of the 'Letter of Acceptance' by the Purchaser. Upon return of 'Letter of Acceptance' from the successful Bidder, the purchase order will be issued by KSRTC.

The routine preventive maintenance of the vehicle shall be carried out at the premises of KSRTC without interrupting the service operations.

## CHAIRMAN AND MANAGING DIRECTOR

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

Signature:

Name:

Address:

Telephone No.

Mobile No.

Place:

Date:

# <u> Appendix – I</u>

# **BUS CHASSIS AND BUS BODY OF AC Sleeper 13.5 Mtr DIESEL PROPELLED BUSES**

SI. No	Characteristics	Specification Details
1.	Type of Bus	Type IV
2.	Propulsion system	HIGH SPEED DIESEL
3.	Overall length	Maximum 13.5 Mtr
4.	Overall width	2600 mm (maximum)
5.	Overall Height (including Air Conditioner Unit)	As per AIS:119 / AIS 052
6.	Wheel base	As per CMVR
7.	No. of Axles	Тwo
8.	Engine Torque	850 Nm Minimum
9.	Engine	Positioned at Front, 230HP (Minimum) electric ignition, 24V Electrical System, 4 Cylinder Engine.
10.	GVW	18500 kg Minimum
11.	Emission norms	BS VI or the norms prevailing at the time of delivery of bus.
12.	Engine management	Engine oil pressure, Engine coolant temperature, Engine speed in RPM, vehicle speed etc.
13.	Engine operational requirements	Engine should perform efficiently at ambient temperatures of approximately $-5^{\circ}$ to $50^{\circ}$ C, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi-arid zone/hilly region prevailing in the area.
14.	Transmission	Manual Transmission with 6 Forward and 1 Reverse Gear
15.	Retarder	Required
16.	Rear axle	As per CMVR
17.	Front axle	As per CMVR
18.	Steering system	Hydraulic power steering with height and angle adjustment provision. Adjustable steering column.
19.	Front Suspension	Air Suspension
20.	Rear Suspension	Air Suspension
21.	Shock absorbers	As per CMVR
22.	Electric Horn	24 V as per IS.1884:1993 Matched Pair (Low & High tone) Reverse horn of 75-100 db shall be provided
23.	Braking system	Full air brakes dual line 'S' – cam with ABS, Front disc
24.	Electronic Stability Control (ESC)	ESC shall be provided, if made mandatory

Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr DIESEL PROPELLED BUSES Page 55 of 108

SI. No	Characteristics	Specification Details
	Shall be provided, if required as per CMVR /KMVR for Type IV	as per CMVR / KMVR at the time of registration. Bidder shall specify in the tender whether ESC is provided in the offered vehicle.
25.	Anti-skid anti-locking brake system (ABS)	As per CMVR required
26.	Electrical system	24 Volt DC
27.	Batteries:	Maintenance free/Low maintenance type lead acid batteries for 24 V system-performances as per BIS: 14257-1995 (latest). 2x 12V of 150 AH and above. Minimum 2 Years warranty.
28.	Alternator and Self starter	Alternator and Self starter shall be so located as to prevent ingress of oil or rain water into them and to be mounted in such a way that there will not be any difficulty in removing and replacing these items. Preferred make : Lucas TVS
29.	Tyres	295/80 R 22.5 Tubeless Tyre – 6 +1 (For Spare carrier). Suitable winch type spare wheel carrier for holding the single spare wheel that can be permanently used on bus.
30.	Fuel tank	Fuel tank capacity minimum 360 Ltrs.
31.	DEF capacity	As per OEM design
32.	Front overhang	As per CMVR
33.	Rear overhang	As per CMVR
34.	Air Conditioning system	Approved AC System as per AIS 119 AC Duct Type: Centre Duct
35.	AC provision and Location	AC provision – Direct drive
36.	Power requirements for ITS	Required
37.	Battery box	It shall comply the provisions as per AIS :119/ais:052
38.	Public Information System	As per AIS :119/AIS:052
39.	Entertainment system	Minimum 1 unit TV having Minimum 32" size LED TV with minimum 1 year warranty to be provided with USB port wi-fi enabled with rugged fittings and also the Public Information System shall be displayed and compact with the software platform of KSRTC, Speakers, Power Inverter, Public addressing System
40.	WIFI	Wifi facility with Router required
41.	Speed Setting Device	Speed Setting shall be attended by the Vehicle Manufacturers as and when required when the Government amend

SI. No	Characteristics	Specification Details
		the speed limit from time to time. Scan tool shall be provided each for 5 buses for diagnosis of complaints and to carry out possible rectification, as and when required.
42.	Sleeper berth capacity	Minimum 36 Nos (2 X 1) Layout . As per AIS :119 Sides of every berth cabin must have its advertisement space for pasting sticker.
43.	Partition for individual sleeper berth	Separator between berths to be provided. (2 +1)
44.	Dimension of Berth	As per AIS:119
45.	Restraint system	As per AIS:119
46.	Access to upper berth	As per AIS:119
47.	Provision for Differently Abled Passengers	As per AIS:119
48.	Pad materials	The pad material shall be fire retardant Polyurethane Foam molded or plain as per AIS:119
49.	Upholstery	Fire retardant as per AIS:119
50.	Floor height from ground level	Minimum 1100 mm
51.	Gangways	As per AIS:119
52.	Angle of approach (unladen)	As per CMVR
53.	Angle of departure (unladen)	As per CMVR
54.	Ramp over angle (half of break-over angle)	As per CMVR
55.	Bus gates/doors	As per AIS:119
56.	Type of doors /No. of Passenger door	1 No. of Pneumatically Operated Door as per AIS:119/AIS:052 CMVR/Approved by Competent Authority, Jack & Knife type
57.	Operating mechanism of doors	Pneumatically controlled as per AIS:119
58.	Power operated service door- construction & control system of a power operated service door to be such that a passenger is unlikely to be injured/ trapped between the doors	As per AIS:119

SI. No	Characteristics	Specification Details
59.	Positions of door controls	Should be on dashboard for driver control and emergency switch inside & outside of doors as per AIS:119
60.	Minimum clear door width excluding grab handle in fully opened position	As per AIS:119
61.	Maximum first step height	As per AIS:119
62.	Emergency doors/exits or apertures (numbers) and dimension in mm	As per AIS:119 /AIS : 052 Type Approval
63.	FDSS / FDAS	FDSS / FDAS for Type IV bus as per CMVR / KMVR as required at the registration of vehicle
64.	Driver Door	As per AIS:119/AIS:052
65.	Door components	As per AIS:119/AIS:052
66.	Door locks/locking systems/door retention items	As per AIS:119/AIS:052
67.	Door hinges	As per AIS:119/AIS:052, GI preferred
68.	Design type approval	As per AIS:119/AIS:052
69.	Bus structure- materials specifications etc.	GI/Anti corrosion treated ERWCR Steel Materials. Structure material strength as specified in the bus body code.
70.	Hand Rails and Hand Holds	As per AIS:119
71.	Foot step	
72.	Panel beading	AIS-119/AIS:052
73.	Roof grab rail brackets	
74.	Floor material	3mm thickness Aluminum Chequered Sheet with cats paw design.
	Front windscreen (laminated ) glass:	Single piece laminated safety glass, with PVB film interlayer as per IS 2553 (part-2)-1992/ latest/ As per Type approval
75.	Glass Fitment	Front wind shield glass shall be fixed by EPDM Rubber beading. 'H' type beading preferred.
	Size & design of glass	Standard designs and also as per table 22 of AIS 007
	Rear windscreen glass	Single piece flat toughened glass- IS:2553 (part-2)-1992/latest
76.	Glass Fitment	Shall be fixed by EPDM rubber beading. H-type beading preferred
	Size of glass	Standard designs as per the Proto- type approved by KSRTC should be supplied in the entire supply of buses

SI. No	Characteristics	Specification Details
		for each variant of buses.
77.	Side windows:	As per AIS 119. Fixed glass
78.	Glass specifications of side windows	Toughened tinted glass IS 2553 (part- 2)-1992/latest having 50% transparent as per CMVR
	Glass thickness:	As per AIS: 119
	Colour of glass	As per CMVR 100
79.	Curtain	Required and only pipe to be fitted with wing nut (3 D curtain)
80.	Rear view mirrors	As per AIS :119
81.	Fitment of Rear view mirror	As per AIS : 119 / AIS : 052 Left side rear view mirror should visible to driver through Front Wind Screen glass
82.	Dash board lighting/control lighting	As per AIS:119/AIS:052
83.	Display Board	One LED display board shall be provided inside the passenger compartment.
84.	Sun visor	Required
85.	Driver seat	AIS 023 and AIS :119 4 way / 3 way adjustable driving seat (Knitted / any other type approved as per type approval) with high back rest and Head Rest as per CMVR and AIS – 119.
86.	Document Box	Required in driver cabin
87.	Driver's working space	As per AIS :119/AIS:052
88.	Bottle Holder	A bottle holder of 2 Ltr size should be provided on the driver door in such a way that it is easily accessible.
89.	Heat resistance	Bonnet of the engine compartment should be <b>PUF</b> insulated and noise free as per CMVR / Industry standards.
	Corrosion prevention treatment	
90.	Internal surfaces of structural members	- As per AIS :119/AIS:052
90.	External surfaces of structural members	
	After drilling holes/welding	
91.	Primer coating	As per AIS :119/AIS:052
92.	Body Painting:	PU Paint to be used

SI. No	Characteristics	Specification Details
		Metallic
93.	Body Colour and Design	Will be given by KSRTC
94.	Electrical system, electrical cables and conductor cross section	As per AIS : 119/AIS:052 BIS marked, copper conductors with fire retardant insulation as per IS/ISO: 6722:2006. Conductor cross-section varying as per circuit requirements, minimum cross- section 0.5 sq mm.
95.	Fuse	
96.	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	As per AIS :119/AIS:052
97.	Location of cables away from heat sources	
98.	Type approval of circuit diagram as per standards related to electric equipment/wiring	
99.	Battery cut – off switch (isolator switch):	As per CMVR shall be positioned near driver seat for easy and quick operation by driver.
100.	Wind screen wiper:	As per table 22 of AIS 007
101.	Wiper motor:	Variable speed with time delay relay as per AIS 11
102.	Wiper arm/blade:	As per AIS 019/AIS 011
103.	Power ports	Requires one ETM charging point with ETM holder in driver cabin. DC to AC converter should be provided. The capacity of DC to AC converter shall be informed at the time of proto inspection.
104.	Lighting- internal & external and illumination	As per AIS :119 and all interior lights should be LED Type, OE fitting preferred in case of head lamp (4 Nos.) and tail lamp. Also provide 8 Nos. of marker lamps and night lamp. Fancy type LED illumination of different colour shall be provided inside of the bus. LED illumination shall be provided entire length of outside of the bus. Wheel arch Lamp and Grill Light shall be provided. To be provided separately for each
105.	Reading light	berths.
106.	Seat belt & anchorage	As per CMVR & AIS :119/AIS:052

SI. No	Characteristics	Specification Details
	duly type approved.	conforming to AIS 005 & 015. Seat Belt shall be provided in driver seat.
107.	Fire extinguisher:	As per AIS :119/CMVR
108.	First aid box:	As per AIS:119/AIS:052.
109.	Entrance/exit guard/step well guard: Emergency alarm system	As per AIS:119/AIS:052.
110.	Emergency exit doors, warning devices etc.	As per AIS:119 /CMVR
111.	Front door step well lights, door open sign	LED bulb as per AIS 008
112.	Mirrors right/left side exterior /interior:	Convex as per AIS 001 & 002. interior with double curvature
113.	Towing device front/rear	As per CMVR & IS 9760-ring type
114.	Warning triangle	Required as per CMVR
115.	Bumpers-front and rear	As per AIS:119/AIS:052, Detachable type, easily removable in order to support the engine.
116.	Luggage Box / Courier Box (Side and rear)	As per AIS:119/AIS:052 Maximum space for keeping passenger luggage and courier items having safety bracket.
		Safe secure courier box to be provided at convenient location near the driver.
117.	Electronic Ticketing Machine Box	ETM Box of suitable size with lock and key facility for keeping ETM
118.	Cabin luggage	As per AIS:119
119.	Mobile Charging unit	One each in each berth on both sides, which should be concealed and tamper proof.
120.	Stay box for crew	Stay Box of sufficient size for crew to be provided with locking facility Accessible from driver cabin
121.	Tool box and location	As per CMVR
122.	Destination Board	<ul> <li>2 Nos. of Destination Board to be provided as per AIS:119/AIS: 052.</li> <li>Front Destination Board</li> <li>Full length LED Display board of 3 lines in which first and second lines in</li> </ul>
		static and third line in scrolling type. Length: 197.8 cm

SI. No	Characteristics	Specification Details
		Height: 37 cm Width: 5.8 cm with 3 lines with one line big font in multi colour. Should be fitted close to the front wind shield glass in such a way that reflection from the LED board should not distract the driver.
		Rear Destination Board
		Length: 103 cm Height: 23 cm Width: 5.8 cm
		LED board is having one line with big font and two lines in orange colour. Full length LED Display board of 3 lines in which first and second lines in static and third line in scrolling type.
		Destination Boards on all two sides to be independently programmable through transfer of data via blue tooth, Wifi and USB port.
123.	Dash Board Camera	<ul> <li>Dash Board Camera with wi-fi for real time monitoring and storage facility</li> <li>1. Dash board camera to be provided with all accessories, supporting softwares and monitors as required.</li> <li>a. Front road view from the dash board</li> <li>b. To view interior</li> <li>c. To view driver</li> <li>d. Reverse Camera</li> <li>e. Left side view camera (Visibility left side including passenger door)</li> <li>Storage capacity should be for at least 15 days</li> </ul>
124.	Driver Cabin	As per AIS:119/AIS:052
125.	Separation Accessories	<ol> <li>Fully equipped tool kit containing Tommy bar, Wheel spanner, Screw driver (heavy duty), cutting pliers and Hydraulic Bottle Jack 15 Ton (Minimum Capacity).</li> <li>One Window glasses of each</li> </ol>

SI. No	Characteristics	Specification Details
		<ul> <li>kind used in the bus to be supplied as spare for every 5 buses.</li> <li>3. One diagnosing tool should be supplied for every 5 buses.</li> <li>4. Laptop will be provided by KSRTC. One hand held tool with necessary software will be provided for every 5 buses.</li> </ul>
		Full equipped tool kit and suitable hydraulic Bottle jack – 1 No. and separate bottle holder for driver. Rack for hand bag one each per berth. Bottle holder for each berth. News paper / magazine pouch for each berth. AC vent with control for each berth. Provision for food storage and small parcell shall be arranged near the driver compartment.
126.	Proper access to repair and maintenance points of various vehicle components	There shall be easy and quick access to all under chassis components which require repair and maintenance such as suspension, P-shafts, Air filters, Gear box, Air drier, DB Valve, Power steering units Radiator etc.
127.	Paneling Materials	<ol> <li>Out side Roof : Aluminium Coil Sheet (minimum 0.9mm) Bitumin tape should be used at all joint areas to arrest water leakages)</li> <li>Inside Side roof: Aluminium</li> <li>Inside below window sill:</li> </ol>

SI. No	Characteristics	Specification Details
		Aluminium / Stainless steel / As per AIS : 119 /AIS:052 type approval 4. Window sill flaps : / As per AIS
		: 119 /AIS:052 type approval
		5. Inside window pillar flaps: / As per AIS : 119 /AIS:052 type approval
		6. Front and Rear face paneling : FRP
		7. All remaining paneling : Aluminium / GI Sheet
128.	Safety bracket for propeller shaft	As per KMVR
129.	Safety bracket for diesel Tank	Required (Fully covered Grill type)
130.	Positioning of switches	All light control switches shall be positioned on the top of the driver seat. Positioning of switches should be in such a way that it is easy accessible to the driver.
131.	Front grill opening	The flip grill shall be openable for more than 120° to the vertical plane. The flip grill should have sturdy telescopic shock absorber support in opened condition. The opening should be sufficient for the easy removal of inter cooler radiator etc and refitting of these items. The flip grill should have sturdy telescopic shock absorber/Mechanical Stay rod for the support in opened

SI. No	Characteristics	Specification Details
		condition.
132.	Gear box inspection cover	75x50mm size inspection cover shall
132.	Gear box inspection cover	be provided
133.	Vehicle location tracking device and emergency button	In built TRNSS based VLT Device for Automatic Vehicle Location System, which is approved by Kerala MVD(with compliance of AIS :140 with minimum 5 Nos of emergency buttons for access to every passenger in the bus, preferably inbuilt box) This VLT device shall be integrated with other other VLT system implemented by KSRTC and also provide suitable web based application with 5 year subscription to be provided. Fleet reports, KMPL (Fuel and DEF), Gear utilisation, RPM utilisation, Idling, Critical alerts like low DEF, Low coolant, safety alerts like harsh braking, harsh acceleration, over speed, Vehicle usage analysis, preventive maintenance dash board etc. The OBD data should be
		transferred to a central server.
134.	Certifications	Comply with a) CMVR and KMVR requirements b) Type approval certificate by any authorized agency in CMVR 126 c) Compliance to strength of super structure- AIS 031 d) Compliance to Bus Body Code AIS 119 & ITS AIS:140 e) Compliance of flammability requirements as per IS 15061:2002 f) Certificate issued by ARAI

SI. No	Characteristics	Specification Details
135.	Stage inspection of prototype bus by KSRTC team at the production site	<ol> <li>After the completion of super structure (before paneling and fixing of platform)</li> <li>After completion of whole work. The supplier should make arrangements for the inspection timely.</li> </ol>
136.	Warranty	Bus Chassis offered should have a warranty for a period of 3Years/ 4 Lakh Km which ever comes earlier, in respect of Chassis parts, engine and engine management system, Fuel system, suspension, brake system, transmission system, any other related systems. Warranty for Bus Body should have 24 months / 3 Lakhs whichever comes earlier. Body Building Materials ie, aggregate and bus body items provided in these buses due to defective design, material or workmanship from the date of registration of the vehicle. Chassis warranty: 3 year / 4 lakh km Body warranty: 24 months / 3 Lakhs whichever comes earlier

## **GENERAL REQUIREMENT AND SPECIFICATION**

1. FIRE SAFETY: The bus shall be designed and manufactured with all applicable fire safety regulations under CMVR/ Bus Code for safety of DIESEL buses including prescribed upholstery material, fire retardant cable, connectors etc. These provisions shall also include the use of fire retardant material, fire detection system, fire walls and facility for passenger evacuation [doors, windows and escape hatches] as per statutory requirements besides Bus Code.

 All Diesel system items shall conform to the relevant CMVR/ Government of India/ BIS/ AIS024 & 028 and other applicable standards.

## 3. PROTECTION AGAINST FIRE RISK

All wires shall be routed away from heat zone areas and shall be properly fitted in fire retardant sleeves additionally and adequately shielded from heat. Also, these wires shall be prevented from sharp edges and grommets shall be used wherever unavoidable.

## 4. UNDER FRAME AND STRUCTURE

The entire surface of bus under floor and sides exposed to ground shall be covered with appropriate corrosion prevention and flame retardant paint coating for protection against harmful effects of water, mud etc and to retard flames, if any.

- Sufficient clearance and air circulation shall be provided around the tyres, wheels and brakes to preclude over-heating when the bus is operating.
- All exterior surfaces shall be smooth and free of wrinkles and dents. Finished painted surface of the bus should be free from any imperfections

## 7. SERVICE DOORS

No. of service doors one, front of the front axle. Door opening mechanism shall be power operated. Door opening and closing time per opening shall be 4 second max. Door aperture should be conforming to CMVR and KMVR. It shall comply the provisions prescribed for power operated doors as in AIS 052.

The entrance and exit doors shall be power operated controlled by the driver and/or the conductor with internal and

external emergency open controls. In the event of an emergency, it shall be possible to open the doors manually. Doors, door hinges and locks shall comply with safety requirements as per Indian/ standards. A suitable indication system shall be provided on driver's dashboard to warn that the door is 'Open' or not fully closed **(optional)**. Also there should be switch/ button at suitable location near passenger doors accessible to passenger to sent request signal to driver for stopping bus at the forthcoming stop or in case any if there is any emergency. Entrance and Exit doors shall be provided with suitable support in the form of grab handles for boarding/ alighting passengers.

8. A warning electronic chime shall be installed at the doors. This chime is activated before opening or closing.

9.A red "DOOR CLOSING" sign shall be installed above exit door. The sign will blink when exit door is closing.

## **10.EMERGENCY EXIT**

Emergency exits shall be provided in the bus as per the provisions of the Bus Code/ CMVR. For emergency exit purpose, service doors equipped with power operated system shall be provided with mechanism to be readily openable by hand.

11. The bus will have Passenger Information System (PIS System) at front, rear, side and internal display board with integrated voice announcement system as per requirement, in-built IRNSS based VLT Device for Automatic Vehicle Location System which is approved by Kerala Motor vehicle Department (with compliance of AIS 140 with minimum 5 Nos. of emergency buttons for access to every passenger in the bus , preferably inbuilt box). This VLT Device shall be integrated with other VLT System implemented by KSRTC and shall also provide suitable software for Vehicle Tracking, Input to PIS System, KM/KG and other performance reports.

12. **Material Inspection:** The materials to be used for the manufacturing of buses shall conform to the specified Automotive Industry Standards (AIS)/Bureau of Indian Standard(BIS) surpassing the performance and other requirements as given in the

Bus Body Code AIS 052. Bidder shall be required to obtain type approval of all safety critical items/materials from the authorised testing agencies before use . The manufacturer shall be required to provide a list of such items along with their Certificates to KSRTC.

13. **Maintenance of Bus:-** Towing of arrangements to be provided. Accessories / Assemblies are easily maintainable and replaceable. Battery cut off/ isolation switch shall be provided near the driver seat.

Signature:

Name & Address of the Tenderer

Place: Date:

(Seal of the Tenderer)

#### **APPENDIX: II**

## KERALA STATE ROAD TRANSPORT CORPORATION

## SAMPLE PRICE EVALUATION

The price bid evaluation will not be on the basis of price quoted for the Bus chassis and the Body Building.

Description	Firm I	Firm II	Firm III	Firm IV
END RATE OF CHASSIS FOR AC- Sleeper DIESEL PROPELLED BUSES - X	645000	700000	600000	645000
END RATE OF BUS BODY FOR AC- Sleeper DIESEL PROPELLED BUSES AND AS PER CMVR NORMS - Y	350000	390000	450000	350000
Effective value for calculating L1=( X + Y)	9,95,000	10,90,000	10,50,000	10,00,000
Status	L1	L4	L3	L2

## Annexure -A

(Proforma of Certificate be furnished along with Technical Bid)

## KERALA STATE ROAD TRANSPORT CORPORATION GENERAL INFORMATION ABOUT THE TENDERER

	Name of the							
1	Tenderer							
	Registered address							
	of the firm with							
	GSTIN							
	State				Distr	ict		
	Telephone No.				Fax			
	Email				Webs	site		
	Γ	Cont	tact Pe	erson	Details			
2	Name				Design			
	Telephone No.				Mobile			
Communication Address								
	Address							
3	State				District			
	Telephone No.		<u> </u>		Fax			
	Email				Website			
Type of the Firm ( Please $$ relevant box)								
	Private Ltd.	Publi	Public Ltd.		Proprietorship			
4	Partnership		Society			Ot	hers,	
	Registration No	& Date	of					
	Nature	of Busi	ness (	Pleas	se √ rele	evant	box)	
	Original Equipment				Authori	rod Do	alor	
	Manufacturer			Authorized Dealer				
5				/Representative				
	Direct Importer			Others specify			+	
		Others, specify.						
Key personnel Details								
(Chairman, CEO, Directors, Managing Partners etc. )								

6	in case of Directors, DIN Nos. are required							
	Name			Designation	gnation			
	Name			Designation				
Bank Details								
7	Bank Acc	count No.		IFSC Code				
	Bank N	ame &		Branch Name				
	Addr	ress						
	Tel	No		Email ID				
8	Whether any criminal case was registered against the Yes / No							
	C							
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:				Signa	ture of the			
		Offic	e	te	nderer /			
	•	Sea		Au	thorised			
				si	gnatory			

#### Annexure - B

(Proforma of Certificate be furnished along with Technical Bid)

# KERALA STATE ROAD TRANSPORT CORPORATION DECLARATION FORM

I/We		M/s					
represented	by its	Proprietor	- / Mana	iging	Partner	/Chairman	and
Managing	Direct	or havir	ng its	Re	egistered	Office	at
				do h	ereby de	eclare that	I/We
have careful	ly read	all the c	onditions	of te	ender		
DATED		for supp	oly of		invite	ed by the K	erala
State Road T	ranspor	t Corporati	on., Thiru	vanar	nthapurar	m and accep	ts 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)

## KERALA STATE ROAD TRANSPORT CORPORATION OFFER FORM

Having examined and accepting the conditions of the tender document no ...... we here by submit this offer for the supply & installation of ...... conforming the detailed technical specification mentioned in section III of the tender document. The details of the equipment offered are as follows.

SI.	Name of the		Original	Country of
No.	Equipment	Model	Equipment Manufacturer	Origin
1				

Date :

Office seal

Signature of the tenderer/Authorized signatory

#### Annexure -D

(Proforma of Certificate be furnished along with Technical Bid)

#### PERFORMANCE EVALUATION OF OFFERED MODEL BUS

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

Place:-

Date:-

Signature

Name & Address of the Tenderer

Seal

#### ANNEXURE - E

(Proforma of Certificate be furnished along with Technical Bid)

### SPECIFICATIONS OF Bus Chassis and Bus Body for AC-Sleeper 13.5 Mtr DIESEL PROPELLED BUSES OF BS VI NORMS OR

#### LATEST AS PER CMVR NORMS

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
1.	Type of Bus	Type IV		
2.	Propulsion system	HIGH SPEED DIESEL		
3.	Overall length	Maximum 13.5 Mtr		
4.	Overall width	2600 mm (maximum)		
5.	Overall Height (including Air Conditioner Unit)	As per AIS : 119 / AIS 052		
6.	Wheel base	As per CMVR		
7.	No. of Axles	Тwo		
8.	Engine Torque	850 Nm Minimum		
9.	Engine	Positioned at Front, 230HP (Minimum) electric ignition, 24V Electrical System, 4 Cylinder Engine.		
10.	GVW	18500 kg Minimum		
11.	Emission norms	BS VI or the norms prevailing at the time of delivery of bus.		
12.	Engine management	Engine oil pressure, Engine coolant temperature, Engine speed in RPM, vehicle speed etc.		
13.	Engine operational requirements	Engine should perform efficiently at ambient temperatures of approximately -5° to 50°C, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi- arid zone/hilly region prevailing in the area.		
14.	Transmission	Manual Transmission with 6 Forward and 1 Reverse Gear		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
15.	Retarder	Required		
16.	Rear axle	As per CMVR		
17.	Front axle	As per CMVR		
18.	Steering system	Hydraulic power steering with height and angle adjustment provision. Adjustable steering column.		
19.	Front Suspension	Air Suspension		
20.	Rear Suspension	Air Suspension		
21.	Shock absorbers	As per CMVR		
22.	Electric Horn	24 V as per IS.1884:1993 Matched Pair (Low & High tone) Reverse horn of 75- 100 db shall be provided		
23.	Braking system	Full air brakes dual line 'S' – cam with ABS, Front disc		
24.	Electronic Stability Control (ESC) Shall be provided, if required as per CMVR /KMVR for Type IV	ESC shall be provided, if made mandatory as per CMVR / KMVR at the time of registration. Bidder shall specify in the tender whether ESC is provided in the offered vehicle.		
25.	Anti-skid anti- locking brake system (ABS)	As per CMVR required		
26.	Electrical system	24 Volt DC		
27.	Batteries:	Maintenance free/Low maintenance type lead acid batteries for 24 V system-performances as per BIS: 14257- 1995 (latest). 2x 12V of 150 AH and above. Minimum 2 Years warranty.		
28.	Alternator and Self starter	Alternator and Self starter shall be so located as to prevent ingress of oil or rain water into them and to be mounted in such a way that there will not		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		be any difficulty in removing and replacing these items. Preferred make : Lucas TVS		
29.	Tyres	295/80 R 22.5 Tubeless Tyre – 6 +1 (For Spare carrier). Suitable winch type spare wheel carrier for holding the single spare wheel that can be permanently used on bus.		
30.	Fuel tank	Fuel tank capacity minimum 360 Ltrs.		
31.	DEF capacity	As per OEM design		
32.	Front overhang	As per CMVR		
33.	Rear overhang	As per CMVR		
34.	Air Conditioning system	Approved AC System as per AIS 119 AC Duct Type: Centre Duct		
35.	AC provision and Location	AC provision – Direct drive		
36.	Power requirements for ITS	Required		
37.	Battery box	It shall comply the provisions as per AIS :119/ais:052		
38.	Public Information System	As per AIS :119/AIS:052		
39.	Entertainment system	Minimum 1 unit TV having Minimum 32" size LED TV with minimum 1 year warranty to be provided with USB port wi-fi enabled with rugged fittings and also the Public Information System shall be displayed and compact with the software platform of KSRTC, Speakers, Power Inverter, Public addressing System		
40.	WIFI	Wifi facility with Router		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
41.	Speed Setting Device	required Speed Setting shall be attended by the Vehicle Manufacturers as and when required when the Government amend the speed limit from time to time. Scan tool shall be provided each for 5 buses for diagnosis of complaints and to carry out possible rectification, as and when required.		
42.	Sleeper berth capacity	Minimum 36 Nos (2 X 1) Layout . As per AIS :119 Sides of every berth cabin must have its advertisement space for pasting sticker.		
43.	Partition for individual sleeper berth	Separator between berths to be provided. (2 +1)		
44.	Dimension of Berth	As per AIS:119		
45.	Restraint system	As per AIS:119		
46.	Access to upper berth	As per AIS:119		
47.	Provision for Differently Abled Passengers	As per AIS:119		
48.	Pad materials	The pad material shall be fire retardant Polyurethane Foam molded or plain as per AIS:119		
49.	Upholstery	Fire retardant as per AIS:119		
50.	Floor height from ground level	Minimum 1100 mm		
51.	Gangways	As per AIS:119		
52.	Angle of approach (unladen)	As per CMVR		

Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr DIESEL PROPELLED BUSES Page 79 of 108

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
53.	Angle of departure (unladen)	As per CMVR		
54.	Ramp over angle (half of break-over angle)	As per CMVR		
55.	Bus gates/doors	As per AIS:119		
56.	Type of doors /No. of Passenger door	1 No. of Pneumatically Operated Door as per AIS:119/AIS:052 CMVR/Approved by Competent Authority, Jack & Knife type		
57.	Operating mechanism of doors	Pneumatically controlled as per AIS:119		
58.	Power operated service door- construction & control system of a power operated service door to be such that a passenger is unlikely to be injured/ trapped between the doors	As per AIS:119		
59.	Positions of door controls	Should be on dashboard for driver control and emergency switch inside & outside of doors as per AIS:119		
60.	Minimum clear door width excluding grab handle in fully opened position	As per AIS:119		
61.	Maximum first step height	As per AIS:119		
62.	Emergency doors/exits or apertures (numbers) and dimension in mm	As per AIS:119 /AIS : 052 Type Approval		
63.	FDSS / FDAS	FDSS / FDAS for Type IV bus as per CMVR / KMVR as required at		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		the registration of vehicle		
64.	Driver Door	As per AIS:119/AIS:052		
65.	Door components	As per AIS:119/AIS:052		
66.	Door locks/locking systems/door retention items	As per AIS:119/AIS:052		
67.	Door hinges	As per AIS:119/AIS:052, GI preferred		
68.	Design type approval	As per AIS:119/AIS:052		
69.	Bus structure- materials specifications etc.	GI/Anti corrosion treated ERWCR Steel Materials. Structure material strength as specified in the bus body code.		
70.	Hand Rails and Hand Holds	As per AIS:119		
71.	Foot step			
72.	Panel beading	AIS-119/AIS:052		
73.	Roof grab rail brackets			
74.	Floor material	3mm thickness Aluminum Chequered Sheet with cats paw design.		
	Front windscreen (laminated ) glass:	Single piece laminated safety glass, with PVB film interlayer as per IS 2553 (part-2)- 1992/ latest/ As per Type approval		
75.	Glass Fitment	Front wind shield glass shall be fixed by EPDM Rubber beading. 'H' type beading preferred.		
	Size & design of glass	Standard designs and also as per table 22 of AIS 007		
76.	Rear windscreen	Single piece flat toughened glass- IS:2553 (part-2)-		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		1992/latest		
	Glass Fitment	Shall be fixed by EPDM rubber beading. H- type beading preferred		
	Size of glass	Standard designs as per the Proto-type approved by KSRTC should be supplied in the entire supply of buses for each variant of buses.		
77.	Side windows:	As per AIS 119. Fixed glass		
78.	Glass specifications of side windows	Toughened tinted glass IS 2553 (part-2)- 1992/latest having 50% transparent as per CMVR		
	Glass thickness:	As per AIS: 119		
	Colour of glass	As per CMVR 100		
79.	Curtain	Required and only pipe to be fitted with wing nut (3 D curtain)		
80.	Rear view mirrors	As per AIS :119		
81.	Fitment of Rear view mirror	As per AIS : 119 / AIS : 052 Left side rear view mirror should visible to driver through Front Wind Screen glass		
82.	Dash board lighting/control lighting	As per AIS:119/AIS:052		
83.	Display Board	One LED display board shall be provided inside the passenger compartment.		
84.	Sun visor	Required		
85.	Driver seat	AIS 023 and AIS :119 4 way / 3 way adjustable driving seat (Knitted / any other type approved as per type approval) with high back rest and Head Rest as per CMVR and AIS – 119.		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, i any
86.	Document Box	Required in driver cabin		
87.	Driver's working space	As per AIS :119/AIS:052		
88.	Bottle Holder	A bottle holder of 2 Ltr size should be provided on the driver door in such a way that it is easily accessible.		
89.	Heat resistance	Bonnet of the engine compartment should be <b>PUF</b> insulated and noise free as per CMVR / Industry standards.		
	Corrosion prevention treatment			
	Internal surfaces of structural			
90.	members External surfaces of structural members	As per AIS :119/AIS:052		
	After drilling holes/welding			
91.	Primer coating	As per AIS :119/AIS:052		
92.	Body Painting:	PU Paint to be used Metallic		
93.	Body Colour and Design	Will be given by KSRTC		
94.	Electrical system, electrical cables and conductor cross section	As per AIS : 119/AIS:052 BIS marked, copper conductors with fire retardant insulation as per IS/ISO: 6722:2006. Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm.		
95.	Fuse	As per AIS		
96.	Isolation	:119/AIS:052		
	switches for			

Bub Crassilland Bus Body for AC Sleeper 13.5 Mtr DIESEL PROPELLED BUSES Page 83 of 108

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
	value of voltage exceeds 100 volts			
97.	Location of cables away from heat sources			
98.	Type approval of circuit diagram as per standards related to electric equipment/wirin g			
99.	Battery cut – off switch (isolator switch):	As per CMVR shall be positioned near driver seat for easy and quick operation by driver.		
100.	Wind screen wiper:	As per table 22 of AIS 007		
101.	Wiper motor:	Variable speed with time delay relay as per AIS 11		
102.	Wiper arm/blade:	As per AIS 019/AIS 011		
103.	Power ports	Requires one ETM charging point with ETM holder in driver cabin. DC to AC converter should be provided. The capacity of DC to AC converter shall be informed at the time of proto inspection.		
104.	Lighting- internal & external and illumination	As per AIS :119 and all interior lights should be LED Type, OE fitting preferred in case of head lamp (4 Nos.) and tail lamp. Also provide 8 Nos. of marker lamps and night lamp. Fancy type LED illumination of different colour shall be provided inside of the bus. LED illumination shall		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		be provided entire length of outside of the bus.		
		Wheel arch Lamp and Grill Light shall be provided.		
105.	Reading light	To be provided separately for each berths.		
106.	Seat belt & anchorage duly type approved.	As per CMVR & AIS :119/AIS:052 conforming to AIS 005 & 015. Seat Belt shall be provided in driver seat.		
107.	Fire extinguisher:	As per AIS :119/CMVR		
108.	First aid box:	As per AIS:119/AIS:052.		
109.	Entrance/exit guard/step well guard: Emergency alarm system	As per AIS:119/AIS:052.		
110.	Emergency exit	As per AIS:119 /CMVR		
111.	Front door step well lights, door open sign	LED bulb as per AIS 008		
112.	Mirrors right/left side exterior /interior:	Convex as per AIS 001 & 002. interior with double curvature		
113.	Towing device front/rear	As per CMVR & IS 9760-ring type		
114.	Warning triangle	Required as per CMVR		
115.	Bumpers-front and rear	As per AIS:119/AIS:052, Detachable type, easily removable in order to support the engine.		
116.	Luggage Box / Courier Box (Side and rear)	As per AIS:119/AIS:052 Maximum space for keeping passenger luggage and courier items having safety		

Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr DIESEL PROPELLED BUSES Page 85 of 108

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		bracket.		
		Safe secure courier box to be provided at convenient location near the driver.		
117.	Electronic Ticketing Machine Box	ETM Box of suitable size with lock and key facility for keeping ETM		
118.	Cabin luggage	As per AIS:119		
119.	Mobile Charging unit	One each in each berth on both sides, which should be concealed and tamper proof.		
120.	Stay box for crew	Stay Box of sufficient size for crew to be provided with locking facility Accessible from driver cabin		
121.	Tool box and location	As per CMVR		
122.	Destination Board	<ul> <li>2 Nos. of Destination Board to be provided as per AIS:119/AIS: 052.</li> <li>Front Destination Board</li> <li>Full length LED Display board of 3 lines in which first and second lines in static and third line in scrolling type.</li> <li>Length: 197.8 cm Height: 37 cm Width: 5.8 cm with 3 lines with one line big font in multi colour. Should be fitted close to the front wind shield glass in such a way that reflection from the LED board should not distract the driver.</li> <li>Rear Destination</li> </ul>		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		Board		
		Length: 103 cm Height: 23 cm Width: 5.8 cm		
		LED board is having one line with big font and two lines in orange colour. Full length LED Display board of 3 lines in which first and second lines in static and third line in scrolling type.		
		Destination Boards on all two sides to be independently programmable through transfer of data via blue tooth, Wifi and USB port.		
		Dash Board Camera with wi-fi for real time monitoring and storage facility		
123.	Dash Board Camera	<ol> <li>Dash board camera to be provided with all accessories, supporting softwares and monitors as required.</li> <li>Front road view from the dash board</li> <li>To view interior</li> <li>To view driver</li> <li>Reverse Camera</li> <li>Left side view camera (Visibility left side including passenger door)</li> </ol>		
		Storage capacity should be for at least 15 days		
124.	Driver Cabin Separation	As per AIS:119/AIS:052		
125.	Accessories	1. Fully equipped tool kit		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		containing		
		Tommy bar,		
		Wheel spanner,		
		Screw driver		
		(heavy duty),		
		cutting pliers		
		and Hydraulic		
		Bottle Jack 15		
		Ton (Minimum		
		Capacity).		
		2. One Window		
		glasses of each		
		kind used in the		
		bus to be		
		supplied as		
		spare for every		
		5 buses.		
		3. One diagnosing		
		tool should be		
		supplied for		
		every 5 buses.		
		4. Laptop will be		
		provided by		
		KSRTC. One		
		hand held tool		
		with necessary		
		software will be		
		provided for		
		every 5 buses.		
		Full equipped tool kit		
		and suitable hydraulic		
		Bottle jack – 1 No. and		
		separate bottle holder		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		for driver.		
		Rack for hand bag one		
		each per berth. Bottle		
		holder for each berth.		
		News paper /		
		magazine pouch for		
		each berth. AC vent		
		with control for each		
		berth.		
		Provision for food		
		storage and small		
		parcell shall be		
		arranged near the		
		driver compartment.		
		There shall be easy		
		and quick access to all		
		under chassis		
	Proper access to	components which		
	repair and	require repair and		
126.	maintenance	maintenance such as		
	points of various	suspension, P-shafts,		
	vehicle	Air filters, Gear box,		
	components	Air drier, DB Valve,		
		Power steering units		
		Radiator etc.		
		1. Out side Roof :		
		Aluminium Coil		
		Sheet (minimum		
		0.9mm) Bitumin		
	Danaling	tape should be		
127.	Paneling Materials	used at all joint		
	ויומנכוומוס	areas to arrest		
		water leakages)		
		2. Inside Side roof:		
		Aluminium		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		3. Inside below		
		window sill:		
		Aluminium /		
		Stainless steel /		
		As per AIS : 119		
		/AIS:052 type		
		approval		
		4. Window sill flaps		
		: / As per AIS :		
		119 /AIS:052		
		type approval		
		5. Inside window		
		pillar flaps: / As		
		per AIS : 119		
		/AIS:052 type		
		approval		
		6. Front and Rear		
		face paneling : FRP		
		7. All remaining		
		paneling :		
		Aluminium / GI		
		Sheet		
	Safety bracket	As per KMVR		
128.	for propeller			
	shaft			
129.	Safety bracket	Required (Fully		
12).	for diesel Tank	covered Grill type)		
		All light control		
		switches shall be		
130.	Positioning of	positioned on the top		
130.	switches	of the driver seat.		
		Positioning of		
		switches should be in		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		such a way that it is		
		easy accessible to the		
		driver.		
		The flip grill shall be		
		openable for more		
		than 120° to the		
		vertical plane. The flip		
		grill should have		
		sturdy telescopic shock		
		absorber support in		
		opened condition.		
		The opening should be		
		sufficient for the easy		
131.	Front grill	removal of inter cooler		
	opening	radiator etc and		
		refitting of these		
		items.		
		The flip grill should		
		have sturdy telescopic		
		shock		
		absorber/Mechanical		
		Stay rod for the		
		support in opened		
		condition.		
		75x50mm size		
132.	Gear box	inspection cover shall		
152.	inspection cover	be provided		
		In built TRNSS based		
		VLT Device for		
	Vehicle location	Automatic Vehicle		
	tracking device	Location System,		
133.	and emergency	which is approved by		
	button	Kerala MVD(with		
	Batton	compliance of AIS		
		:140 with minimum 5		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		Nos of emergency		
		buttons for access to		
		every passenger in the		
		bus, preferably inbuilt		
		box) This VLT device		
		shall be integrated		
		with other other VLT		
		system implemented		
		by KSRTC and also		
		provide suitable web		
		based application with		
		5 year subscription to		
		be provided. Fleet		
		reports, KMPL (Fuel		
		and DEF), Gear		
		utilisation, RPM		
		utilisation, Idling,		
		Critical alerts like low		
		DEF, Low coolant,		
		safety alerts like harsh		
		braking, harsh		
		acceleration, over		
		speed, Vehicle usage		
		analysis, preventive		
		maintenance dash		
		board etc. The OBD		
		data should be		
		transferred to a central		
		server.		
		Comply with		
		a) CMVR and KMVR		
		requirements		
134.	Certifications			
		b) Type approval		
		certificate by any		
		authorized agency in		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		CMVR 126		
		c) Compliance to		
		strength of super		
		structure- AIS 031		
		d) Compliance to Bus		
		Body Code AIS 119 &		
		ITS AIS:140		
		e) Compliance of		
		flammability		
		requirements as per		
		IS 15061:2002		
		f) Certificate issued by		
		ARAI		
		1. After the		
	Stage inspection	completion of super		
		structure (before		
		paneling and fixing of		
	of prototype bus	platform)		
135.	by KSRTC team at the production site	2. After completion of		
		whole work. The		
		supplier should make		
		arrangements for the		
		inspection timely.		
		Bus Chassis offered		
		should have a		
		warranty for a period		
		of 3Years/ 4 Lakh Km		
		which ever comes		
		earlier, in respect of		
136.	Warranty	Chassis parts, engine		
		and engine		
		management system,		
		Fuel system,		
		suspension, brake		
		· · ·		
		system, transmission		

SI. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		system, any other		
		related systems.		
		Warranty for Bus Body		
		should have 24		
		months / 3 Lakhs		
		whichever comes		
		earlier. Body Building		
		Materials ie,		
		aggregate and bus		
		body items provided		
		in these buses due		
		to defective design,		
		material or		
		workmanship from the		
		date of registration of		
		the vehicle.		
		Chassis warranty:		
		3 year / 4 lakh km		
		Body warranty: 24		
		months / 3 Lakhs		
		whichever comes		
		earlier		

Place:-Date:-

Signature

Name & Address of the Tenderer

Seal



#### Annexure- F

(Proforma of Certificate be furnished along with Technical Bid)

#### Make & Brand :

#### Warranty Offered :

# The specification of materials, accessories and fittings used for the fabrication of AC Sleeper bus body.

SI.No	Characteristics	Materials used	Specification of material used	Make & Brand of Material used
1.	Structural Materials			
2.	Inner body panel material			
3.	Interior lining of side walls			
4.	Interior lining of roof			
5.	Interior lining of rear walls			
6.	Separation of walls			
7.	Outer body panel			
8.	Flooring			
9.	Passenger seat			
10.	Seat and its accessories			
11.	Front wind shield glass (Laminated)			
12.	Side Window glasses			
13.	Rear Glasses			
14.	Internal lighting and illumination			
15.	Electrical cables			

16.	Electrical Switches		
17.	Roof lights		
18.	Pneumatic door		
	assembly		
19.	Air conditioner		
20.	Paint		
21.	Entertainment		
	system – TV and		
	Music System		
22.	Cameras		
23.	Reading lights		
24.	Fire Extinguisher		
25.	Mobile charger		
26.	Laptop charger		
27.	First Aid Equipments		
28.	Battery cut off Switch		
29.	Tools		
30.	Destination board		
31.	Vehicle Location Tracking Device		

I/We hereby declare that the information furnished above are true, to the best of my / our knowledge and belief.

Place: & Seal of Date: Signature with Name, Address

Tenderer.

# ANNEXURE - G

(Proforma of Certificate be furnished along with Technical Bid)

#### **CERTIFICATE**

This is to certify that the rate quoted against the e-Tender NIT No. SRA01/31/2024 dtd:21.12.2024 for the supply of Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms 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 - H

#### **DECLARATION**

# (Proforma of Certificate be furnished along with Technical Bid) (Proforma of declaration to be furnished in Government Stamp Paper of Rs.200/-)

То

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

Sir,

Sub: e-Tender for the Supply of **Bus Chassis and Bus Body** for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms - reg.

#### Ref: Your Tender No. SRA01/31/2024 dtd: 21.12.2024

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

We also declare that we will not supply Buses as per models given under reference, to anybody at a rate lesser than the rate quoted to you against your above cited tender for the next 12 months. In the event of supplying the Buses at the rates lesser than the quoted rate in this tender, we agree to reimburse the difference amount to KSRTC, unconditionally.

#### Signature:

#### Name and Address of the Tenderer

Place: Date:

(Seal of the Tenderer)

# KERALA STATE ROAD TRANSPORT CORPORATION

(ANNEXURE – I)

(Proforma of Certificate be furnished along with Technical Bid)

#### GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms

#### NIT No. SRA01/31/2024

DATE: 21.12.2024

- 1. The rate quoted shall be for Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr Diesel Propelled Buses of BSVI Norms or Latest with Retarder as per CMVR Norms for delivery at Central Works, Pappanamcode, Thiruvananthapuram including GST, Transportation charges, Insurance, Road tax Octroi, Cess and all other incidental charges. The rate quoted should be in such a way that the end rate of bus at any of our Workshop could easily be evaluated. The rate quoted shall be firm for the entire period of supply as per purchase order schedule and no price increase will be allowed during this period. Any loss, damage etc. while on transit should be borne by the suppliers.
- 2. The price offered should be firm, for a period of 12 months / entire supply period.
- 3. The buses are to be similar, 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 does not bind himself to accept the lowest 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 Corporation 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 Corporation are to be executed within the time limit specified. In the event of accepting the contact any failure to supply the item on or before the specified date or in the event of the supplies being rejected, the orders are liable to be cancelled.
- 7. In case the supply is not made within the stipulated time and as per the P.O. conditions, the Corporation will cancel the order and procure the bus from any other source at the risk and cost of bidder. The KSRTC may deduct the difference in rate between the order rate and the rate actually paid for from the supplier's bill 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 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 quality 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. Rejected articles should be taken back by the bidder at his own cost.
- 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 equivalent to 5% of the total value of purchase of entire order quantity of buses awarded to them
- 11. Supply Schedule & Payments :
  - a) Total quantity should be supplied as per the supply schedule mentioned in the Purchase Order.

#### b) Payment

#### Chassis

- On request of the bidder along with the invoice of the chassis, when the chassis is billed in favour of KSRTC and transferred for body building, a part payment of 60% of the total agreed price of the chassis will be made for which an unconditional bank guarantee @110% to be submitted by the successful bidder.
- 30% of the balance payment of agreed price of the chassis will be made within 30 days of delivery of bus and acceptance at delivery point specified in the Purchase order.
- 10% of the balance of agreed price of chassis will be made after 30 days from the date of registration of the bus and its satisfactory performances.

#### Bus Body

- 90% of the agreed price of the bus body will be made within 30 days of delivery of bus and acceptance at delivery point specified in the Purchase order.
- 10% of the balance of agreed price of bus body will be made after 30 days from the date of registration of the bus and its satisfactory performances.

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.

# Place: SIGNATURE AND SEAL OF THE TENDERER Date: WITH FULL ADDRESS AND DATE SEAL

#### (Authorized signature)

#### <u> Annexure – J</u>

(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).

Name of the Bidder

# Signature of the Authorized person Name of the Authorized Person

(Seal of the Tenderer)

## <u>Appendix – III</u> KSRTC

#### FORM OF AGREEMENT

#### (For contract for supply of specific quantity)

Agreement executed (date) on \_\_\_\_\_between \_\_\_\_\_ \_\_\_\_ (herein after called "The Contractor") and the **KSRTC** (Herein after called "'The Company").

WHEREAS the Contractor has tendered for the supply of buses for the use of the Company as per Tender Notification \_\_\_\_\_\_ dated: \_\_\_\_\_\_ and LOI No: \_\_\_\_\_ dated: \_\_\_\_\_ , Purchase Order No. \_\_\_\_\_ dtd: \_\_\_\_\_ which tender notifications shall form part of this Agreement as is incorporated herein.

AND WHEREAS the Company have been pleased to accept the offer in respect of the articles mentioned in the copy of the order attached.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

(1) The Contractor hereby declares that the Buses sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached herewith the contractor hereby guarantees that the said Buses would continue to confirm to the description and quality aforesaid for a period as mentioned in clause No. 2 and that notwithstanding the fact the Company may have inspected and/or approved the said Bus, said Bus be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Company in that behalf will be final and conclusive) the Company will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the Buses will be at the contractor's risk and all the provisions herein contained relating to rejection of Buses etc: shall apply. The contractor shall if so called upon to do, replace the Buses etc. or such portion thereof as is rejected by the Company otherwise the contractor shall pay the Company such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Company in that behalf under this contract or otherwise.

(2) The buses offered should have a minimum warranty for a period of 3 years / 3 lakh kilometer whichever comes earlier, ie aggregate and bus body items provided in these buses due to defective design, material or workmanship from the date of registration of the vehicles. Any premature failure of aggregates and accessories of the Fully Built Buses within the warranty period shall be attended free of cost within 2 days of intimation from the depot/workshop of KSRTC. If the warranty attentions are not done in the above stipulated time and consequently KSRTC sustains any loss on account of this, such losses will be realized from the security deposit at the rate of Rs.1000/- per day, which exceeds 48 hours in the event reason for the delay is not justified and convinced to KSRTC. If the security deposit is not sufficient to meet this, the same will be

realized from any other payment due to them or legal steps will be initiated against the Tenderer, including revenue recovery.

- (3) Requests for enhancement of rates once accepted will not be considered. Conditions of the sale or other specified terms and conditions, if any printed on the quotation sheets of the contractor or attached with the Contractor's tender or any other letter or paper from the contractor will not govern the contract nor bind the Company in any manner what so ever unless such terms have been expressly accepted by the Company in writing.
- (4) The buses and quantities to be supplied are as shown in the copy of the Purchase Order \_\_\_\_\_ dated: \_\_\_\_\_ dated: \_\_\_\_\_ dated: \_\_\_\_\_ herewith attached, which shall be considered as part of this agreement The contractor agrees to supply the quantities of the articles shown in the order at the rates tendered by him for each articles within the time fixed.
- (5) The contractor agrees that time is the essence of this contract.
- (6) If the contractor defaults in the due supply of all or any of the articles correctly and promptly as above, the Company is at liberty to procure the same from elsewhere without canceling the contract as a whole. If Company incur, in procuring such materials, a higher cost than the agreed rate, such excess cost may be deducted by the Company from the contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The Contractor agrees, that he shall not be entitled to claim the excess, if any, or the tendered rate over such cost of Company.
- (7) All payments to the contractor for supplies effected satisfactorily will be made after scrutiny of his bills.
  - i Either by Company cheques payable at the Government Treasuries.

- ii Or by drafts on the Reserve Bank of India, at any of its principal branches in India
- iii Or in case of supplies from Abroad by drafts or otherwise as may be agreed to:
- (8) All incidental expenses incurred by the Company for making payment outside the District in which the claim arise shall be borne by the contractor.
- (9) The contractor shall not assign or make over in part or wholly the contract or the benefits of burdens hereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the Company. The Company shall have absolute power to refuse any such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation duty or responsibility under this contract even if consent to let or sublet is given by the Company.
- (10) NOT WITHSTANDING the provisions contained to clause No.4 the Company shall have the right to cancel contract for any default on the part of the contractor in the due performance thereof.
- (11) It shall be lawful for the Company from and out of any moneys or in the time being payable or due to the contractor from the Company under this contract or otherwise to set off any loss, expense, cost or damages, sustained or incurred by the Company by reason of the cancellation of the contract.
- (12) The security deposit shall subject to the condition specified herein be returned to the contactor within four months after the expiration of the contract.

- (13) The Contractor agrees that any communication addressed to him may be handed over to him or his agent personally or let at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.
- (14) The contractor agrees that all sums found due to the Company under or by virtue of these presents shall be recoverable from him and his properties movable and immovable under the provision of the Revenue Recovery Act for the time being in force as though they are arrears of land Revenue or in the other manner as the Company deem fit.
- (15) Any dispute arising out of this Tender procedure shall be under the Jurisdiction of Thiruvananthapuram court.

In witness where of the contractor and Sri ....., General Manager, for and on behalf of the **KSRTC** have hereunto set their hands.

Signed, Sealed and delivered by:

Shri
·
(Signature of Contractor)
In the presence of witnesses:
1 (Name) (Signature)
2 (Name) (Signature)
Bus Chassis and Bus Body for AC Sleeper 13.5 Mtr DIESEL PROPELLED BUSES Page 107 of 108

Signed, Sealed and delivered by:

Shri: ..... General Manager, for and on behalf of

#### the **KSRTC**

..... (Signature)

In the presence of Witnesses:

1. ..... (Name) ...... (Signature)

..... (Name) ..... (Signature