

Tender document Fee: Rs.2500/-+GST12%(Rs.2800/-)



**KERALA STATE ROAD TRANSPORT CORPORATION**

**TRANSPORT BHAVAN, EAST FORT  
THIRUVANANTHAPURAM 695023**

**Request For Proposal (e-tender)  
for**

**“Design, Installation, Operation, Maintenance, and Management of  
Fast Charging Station for Electric Vehicles”**  
**(RFP No: ES04/40/2024)**

For details;

[www.tenders.kerala.gov.in/www.keralartc.com](http://www.tenders.kerala.gov.in/www.keralartc.com)

E-mail: [estate@kerala.gov.in](mailto:estate@kerala.gov.in)

Telephone No: 0471-2471011

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**REQUEST FOR PROPOSAL**



**KERALA STATE ROAD TRANSPORT CORPORATION  
TRANSPORT BHAVAN, EAST FORT**

**THIRUVANANTHAPURAM 695023, Ph: 0471-2471011**

[www.tenders.kerala.gov.in/www.keralartc.com](http://www.tenders.kerala.gov.in/www.keralartc.com)

E-mail: [estate@kerala.gov.in](mailto:estate@kerala.gov.in)

**e-TENDER NOTICE**

**Design, Installation, Operation, Maintenance, and Management  
of Fast Charging Station for Public Vehicles**

<b>Item</b>	<b>Description</b>	<b>Location</b>
Design, Installation, Operation, Commissioning, Maintenance, and Management of fast charging stations for electric vehicles.	Built and Operate Electric vehicle fast charging stations at various locations of KSRTC.	On selected locations of KSRTC given in Appendix I

SI NO	Particulars	Date and time
1	Date of release of tender	16/11/2024
2	Online tender submission Start Date	16/11/2024
3	Online tender submission End Date	30/11/2024 17:00 hrs
4	Date of online Technical bid opening	02/12/2024 11:00 hrs
5	Date of opening of the price bid	Will be informed to the qualified bidders after technical-bid evaluation

1	Tender No.	ES04/40/2024 dtd 16/11/2024
2	Tender Fees (Non Refundable)	Rs.2500/- +GST@12% (Rs.2800/-) (Rupees Two Thousand Eight Hundred Only)
3	Earnest Money Deposit	Rs 25,000/-
4	Performance Security for supply (For successful tenderer)	Rs 20,000/- per location.
5	e-Tender site	To be submitted online through e-GP website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
6	e-mail for communication	<a href="mailto:estate@kerala.gov.in">estate@kerala.gov.in</a>

**Tender Inviting Authority**  
**Kerala State Road Transport Corporation**

## SECTION – II

### INTRODUCTION

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

- 2.9 **Transparency:** It is assumed that the KSRTC will uphold the highest level of transparency in the e-Tender process. The decisions/results at the two stages of the tender process will be published on our website and e-tender portal to enable the prospective officers to submit their remarks /objections. Canvassing or involving in fraudulent practices in any form, at any stage, will lead to automatic disqualification of the tenderers. Visits to the offices/officers without written permission of the CMD will not be entertained. All queries/clarifications on the tender documents/process/specifications etc shall only be through the email ID given.
- 2.10 **Amendments in the terms and conditions** of the tender documents may be resorted to based on pre-bid meet expert advice to see that more than one firm qualifies for the final round.
- 2.11 Looking forward to a long-standing relationship with you

**Tender Inviting Authority**

**Date: 16/11/2024 Kerala State Road Transport Corporation**

## SECTION III

### SCOPE AND DESCRIPTION OF CONTRACT

#### **3.1 General Definitions**

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

#### **3.2 SCOPE OF WORK IN BRIEF**

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



- 3.2.2 24x7 Customer service support:** The bidder(s) entering into to contract with KSRTC for Design, Installation, operation, maintenance, and management of a charging station shall have 24x7 customer support and shall exhibit the contact details of such customer support in the charging station.
- 3.3 The bidder should upload the **“General Information about the tenderer”** as per **ANNEXURE-IV**.

**Tender Inviting Authority**  
**Kerala State Road Transport Corporation**

**SECTION IV**  
**SPECIFIC CONDITIONS OF THE TENDER**

**4.22 PREQUALIFICATION CRITERIA**

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

**4.23 Eligible Bidders shall submit relevant documents as mentioned below: -**

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

- 4.24 NON BLACKLISTING CERTIFICATE:-** Neither the bidder / prime bidder/partner should not have been blacklisted by any PSU/ Corporation / Board or State / Central Government in India. In this regard an affidavit (**Annexure-II**) duly attested by the notary must be submitted by the bidder/ prime bidder (Mandatory). The declaration should be furnished in Indian stamp paper worth Rs.200/- duly signed and stamped by the bidder/prime bidder with full address and date should be uploaded. ORIGINAL document in hard form should be submitted

to KSRTC before the time of opening of the Pre-qualification bids.

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

**4.26 Authorisation Certificate:-** The bidder (Company/firm) should issue an Authorisation Certificate authorizing their representative to participate and sign on behalf of the bidder **(Annexure-III)**.

**4.27 BIDDING PARAMETERS: -**

**4.27.1 PRICE/BIDDING OF RATES:-** The bidder shall quote the offered rate per Kilowatt of energy consumed for charging exclusive of GST.

**4.28 PAYMENT CLAUSE:-**

**4.28.1 The billing cycle is monthly.** KSRTC will prepare the bill for the electricity consumed per month at an offered/agreed rate per Kilowatt. However, **There is a minimum assured monthly rental charge need to be paid to KSRTC that do not less than 500 units of Electricity charging for per Charger.** The payment against the submitted bill shall be made by the contractor within five working days from the receipt of the bill.

4.28.2 Any delay in payment of the due bill by the contractor will incur a penalty.

4.28.3 There shall be a maximum rent-free period of four months from the issuance of the selection notice. The payment shall be started with effect from the date of commissioning of the charging station or from the fifth month onwards whichever is earlier.

**4.29 PENALTY CLAUSE:- The penalty includes under mentioned clauses.**

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

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

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

**4.31 APPROPRIATION OF PERFORMANCE SECURITY:**

In the event, the bidder fails to honor any of the commitments entered into under the agreement and / in respect of any amount due from the bidder to KSRTC, KSRTC shall have absolute discretion to invoke the said Bank Guarantee from the Bank in full or part as the case may be. And in the case of account payee DD it will be forfeited in full or part as the case may be. Until such time the Performance Security is provided by the contractor pursuant hereto and the same comes into effect, the Bid Security (EMD) shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the KSRTC shall release the Bid Security (EMD) to the contractor. Upon such encashment and appropriation from the Performance Security, the contractor shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh

Performance Security, as the case may be, and the contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the KSRTC shall be entitled to terminate the Agreement.

**4.32 CONTRACTUAL AGREEMENT:-** Successful bidder will have to execute an agreement with KSRTC in Rs.200/- INDIAN STAMP PAPER after furnishing the Performance security for satisfactory operation of the contract, incorporating terms and conditions.

**4.32 AGREEMENT PERIOD:-** The period of the agreement shall be for five years with provisions for an extension on satisfactory performance up to two more years.

**4.34 REVISION ON MONTHLY ASSURED AMOUNT:-** There will be a yearly revision of 10% on the minimum assured amount per charger per month per location during the entire contract period.

**4.35 RESPONSIBILITY OF THE CONTRACTOR.**

- 4.35.1 The selected bidder shall Design, Install, Operate, Commission, and do Maintenance & Management of fast charging stations for publicly owned vehicles in the locations awarded by KSRTC.
- 4.35.2 The selected bidder shall submit a plan for the selected site and shall get approval from KSRTC and with the appropriate authorities.
- 4.35.3 All the cost pertains to design, supply of equipment, installation, commissioning, and getting required approvals from respective authorities including KSEB shall be the scope of the selected bidder.
- 4.35.4 All debris and other waste material derived from site activities shall be disposed off by the contractor at his own cost.
- 4.35.5 **Permits and Approvals:** All the necessary permits and approvals including KSEB, Building Permit etc, if any, required for the successful commissioning of the EV charging station shall be in the scope of the bidder.
- 4.35.6 **Maintenance:** The bidder shall take complete responsibility for Maintenance of the charging infrastructure including all the infrastructure developed and deployment of necessary staff, as a part of the Contract, from the date of signing of Contract till the end of the contract period.
- 4.35.7 It is the responsibility of the contractor to ensure that all the equipment used for the installation is as per the norms and guidelines issued by competent and certifying authorities.

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

**4.39 RESPONSIBILITY OF KSRTC**

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

## **SECTION V**

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

- 5.1** Contents of the Tender Document: This 'Tender Document' contains the following:
- 5.1.1** Tender Schedule (Section I)
  - 5.1.2** Introduction (Section II)
  - 5.1.3** Scope and Description of Contract (Section III)
  - 5.1.4** Specific Conditions of Contract (Section IV)
  - 5.1.5** General Conditions of Contract (Section V)
  - 5.1.6** Appendix- documents supplied by the tender inviting authority
  - 5.1.7** Annexures –formats for submission of tenders by the tenderers

#### **5.2 Conditions of Tender / Contract**

##### **5.2.1 Tender Document:**

The detailed technical specifications and terms and conditions governing the Design, Supply, Installation, Operation, Commissioning, Maintenance and Management of fast charging station as per the charging requirement for public owned vehicles contained in this "Tender Document".

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

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

- 5.2.4** 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](http://www.etenders.kerala.gov.in) or contact Kerala State IT Mission, e-Government procurement PMU and Help desk, basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) .

- 5.2.5** 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](mailto:etendershelp@kerala.gov.in) or

helpetender@gmail.com for assistance in this regard.

- 5.2.6** The online tender process comprises the stages viz. downloading the tender document, **pre bid meeting** (as applicable to each tender), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids.
- 5.2.7** 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.
- 5.2.8** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.
- 5.2.9** **Online Payment modes:** The tender document fee 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 that all the contents mentioned under **clause 5.1**, are contained in the 'Tender Document'.
- 5.3.2** Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice
- 5.4** **Guidelines for preparation of Tender**
- 5.4.1** The Tenderer shall bear all costs associated with the preparation and submission of its bid and Kerala State Road Transport Corporation, Thiruvananthapuram, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 5.4.2** In the event of documentary proof as required being not uploaded, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.
- 5.4.3** This Notice Inviting Tender, all pages should be filled, signed and stamped by the bidder should be scanned and uploaded.



- 5.4.4 Language of Bid:-** The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 5.4.5** The documentary evidence submitted along with the Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer. The bidder should participate in the tender, observing all the tender formalities such as "on line submission" of bid documents, remittance of Tender Fee, EMD etc. The failure on the part of the bidder in complying any of the basic tender formalities especially the successful online line payment of EMD and Tender Fee will lead to total failure of bidding. Hence bidders are advised to make the online payment of EMD and tender Fee well in advance.
- 5.4.6 Conditional tenders will be summarily rejected.**
- 5.4.7 The final decision of tender proceedings will be vested with the Chairman & Managing Director of KSRTC** who reserves the right of rejecting or accepting in full or in part of any or all the tenders without any notice, assigning any reason for doing so, if it is in public interest.
- 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 (estate@kerala.gov.in) shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority (www. etenders.kerala.gov.in).
- 5.4.10** Any clarification on the e-tender procedure shall be obtained from 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 Tender Fee and Earnest Money Deposit (EMD):-** Bidders should remit the required Tender Fee and Earnest Money Deposit (EMD) in 'Online mode' through SBI/NEFT, as per this RFP. No exemption in the case of EMD and Tender Fee. Bidders should ensure and convince themselves that the online payments made by them have been successfully transferred. KSRTC shall under no circumstances be responsible for failed transaction of the payments due to non-compliance of any online banking procedure and consequent rejection of tender. The EMD will not carry any interest. The EMD will be forfeited if the successful bidders fail to execute agreement and furnish Security Deposit, or in the event of withdrawal of offer once made or in the event of putting forth any other conditions in their favour along with their offer (Mandatory).

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

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

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

**5.5.4** No interest will be paid for the EMD remitted.

**5.5.5** The amount of EMD shall be forfeited if the "bidder" fails to execute the contractual agreement before the time stipulated in the Letter of Award (LOA) issued to selected bidder. If deliverables are not delivered as per the time lines given in LOA, the offer shall be cancelled forfeiting the EMD.

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

**5.5.7** The EMD will be forfeited, if a tenderer

**5.5.7.1** Withdraws its bid after the opening of technical bid;

**5.5.7.2** A successful tenderer, fails to sign the contract after issuance of Letter of Intent.

**5.5.7.3** Fails to furnish performance security after issuance of Letter of Intent.

**5.6 Deadline for submission of tender.**

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

**5.6.2** 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.

**5.7 Modification and Withdrawal of Bids**

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

**5.8 Period of Validity of Tender**

**5.8.1** 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.

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

**5.9 Tendering System**

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

**5.9.2 **PART-I entitled as TECHNICAL BID.**** The technical bid shall be submitted in the e-tender portal. The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions. The technical committee will inspect the details submitted by the bidder and any deviations found will be intimated to the bidder.

**5.9.3 **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.

**5.9.4** 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.

**5.10 Pre-Bid Meeting**

**5.10.1** A pre bid meeting will be convened to clarify the doubts of the prospective tenders. The corporation may or may not amend the

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

**5.10.2 Date of pre-bid meeting is mentioned in Section I.**

**5.10.3** Pre-tender meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers, as part of ensuring transparency in the tender process.

**5.10.4** It is an opportunity for the prospective tenderer to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.

**5.10.5** It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc, to make amendments to the tender document based on expert advice.

**5.10.6** Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective tenderers to understand about the items tendered and the tender conditions.

**5.11 Opening of Tender**

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

**5.11.2** The online 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 representatives who choose to attend the online bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Tenderers or his/her representatives shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.

**5.11.3** In the event of the specified date for the opening of the Tender being declared a holiday, the Tender shall be opened at the appointed time and venue on the next working day.

**5.11.4** In the event that the tender and claims in the online 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 to ensure qualification of maximum number of competitive offers to the final round.

- 5.11.5** The tenderer shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line bid.
- 5.12** The date and time of Price Bid opening will be intimated only after the opening of the Technical Bid and evaluation by the committee.
- 5.13 Evaluation of tender**
- 5.13.1** The bid evaluation will consist of two stages viz, **(i) Technical bid evaluations, (ii) Evaluation of price bid.**
- 5.13.2** The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.
- 5.13.3** The Bid Evaluation Committee may also verify the veracity of claims in respect the experience and reputation of tenderer in the field, the financial solvency etc.
- 5.13.4** The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.
- 5.13.5** Bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.
- 5.13.6** The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses of this RFP.
- 5.13.7** **Arithmetical errors shall be rectified on the following basis:** If there is a discrepancy between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the bidder does not accept the corrected amount, his offer shall be rejected. The Tender Inviting Authority may waive any minor infirmity or nonconformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other bidders.
- 5.14** A tenderer, at any stage of the 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.

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

**5.16 Clarification of Bids**

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

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

**5.17 Price Bids**

**5.17.1** The Price bids (BOQ) of the short-listed qualified tenderer(s) in stage I will be opened.

**5.17.2** The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.

**5.17.3** Price Offered shall be all-inclusive and in Indian Rupees.

**5.17.4** There shall also be no hidden costs.

**5.17.5** Tenderer shall quote prices in all necessary fields in the available format. All required areas of the BOQ file shall be filled up. The grey areas of the BOQ file shall not be edited.

**5.17.6** CGST/IGST/SGST shall be quoted in this column in numeric values and in Rupees (If the field is left blank, the value will be taken as zero).

**5.17.7** The tenders which, are not accompanied by necessary documents/information will be liable to be rejected without assigning any reason for doing so.

**5.17.8** Those who quote the highest price per unit shall be considered as the successful bidder. However, the award of the contract shall be subject to assessing the rate reasonableness.

**5.17.9** No alteration in the PRICE BID format of tender (BOQ), specifications etc. will be permitted.

**5.17.10** Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful

tenderer on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

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

## **5.21 Force Majeure**

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

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

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

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

## **5.22 GENERAL INDEMNITY**

The BIDDER indemnifies against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses which the Corporation may suffer or incur on account of any deficiency in services rendered by the company

or breach of any, the company agrees to make good the loss suffered by the Corporation. The BIDDER shall undertake all responsibilities at his own risk and cost for the installation and maintenance of the entire. Consumer complaints/litigations arising out of the default due to the bidder on service.

## **5.23 Termination of Contract**

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

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

**5.23.3** Notwithstanding anything contained herein, the KSRTC may at its sole discretion terminate the agreement by giving to the bidder thirty (30) days written notice in case of breach of any terms and conditions of the contract or on any other administrative ground. Also if the project is found not viable to the Corporation in future, the Corporation shall have the right to terminate the agreement without any reason thereof, after giving notice without assigning any reason.

## **5.24 Acceptance / Rejection of Tenders**

**5.24.1** It is also not necessary that the offer of the firm quoting the highest rates shall be accepted. Usually the highest offers of bidders qualified for the price bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are provided in such price bid.

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

## **5.25 Notices**

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

**5.25.2** The tender notices, documents, corrigendum, addendum etc if any.

**5.25.3** Amendments to the tender conditions, if any



- 5.25.4** Results of the responsiveness of the technical bids and minor infirmities / clarifications sought.
- 5.25.5** Final list of technically qualified bidders.
- 5.25.6** Summary of price bid opening.
- 5.25.7** Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 5.25.8** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
- 5.26 Amendment of tender documents**
  - 5.26.1** 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.
  - 5.26.2** The amendments shall be published in website of KSRTC and e-tender site, and the bidder shall submit copy of amendments published if any signed by the bidder or their authorized representative, shall be uploaded in e-tender site as part of the technical bid as a proof of having read and accepted the terms and conditions of the amended tender document.
  - 5.26.3** The Tender Inviting Authority shall not be responsible for failure to inform the prospective bidders for any notices published related to each tender. Bidders are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.
- 5.27 Award of Contract**
  - 5.27.1 Criteria:** - The contract will be awarded to the highest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids, i.e. after price bid opening.
  - 5.27.2** Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease the quantity by up to twenty five (25) per cent.
  - 5.27.3** The successful bidder shall execute an agreement with the Tender Inviting Authority Withdrawal or non-compliance of

agreed terms and conditions after the execution of agreement or issuance of selection order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.

## **5.28 Resolution of disputes**

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

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

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

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

## **5.29 Applicable Law & Jurisdiction of Courts**

**5.29.1** The contract shall be governed by and interpreted in accordance

with the laws of India for the time being in force.

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

**5.30** Bidders are advised to go through all conditions of the Notice Inviting Tender and the tender documents carefully and to comply them to avoid rejection of their tender.

**Tender Inviting Authority**  
**Kerala State Road Transport Corporation**

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

Signature:

Signature of bidder:

Name of bidder:

Address of bidder:

Telephone No. of bidder:

Mobile No. of bidder

Seal of the bidder:

**APPENDIX-I**

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

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

## **ANNEXURE-I**

### **FORMAT OF BANK GUARANTEE**

To

The Kerala State Road Transport Corporation

(Address)

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

AND WHEREAS it has been stipulated by you in the said tender that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as Earnest Money Deposit for compliance with its obligations in accordance with the tender;  
AND WHEREAS we have agreed to give the bidder (name and address) such a bank guarantee;

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

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

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

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

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

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

We,

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

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

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

..... Name and designation of the officer

.....

.....

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

**ANNEXURE-II**

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

**{Notarization is Mandatory}**

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

**Anti-Black Listing Certificate**

E-Tender No: Es04/40/2024

Date:

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

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

Name & Signature of Authorized

Signatory of bidder

(Seal of bidder)

NB: Original to be submitted to KSRTC.



**ANNEXURE-III**

**(Proforma of Certificate be furnished along with Technical Bid)**

**AUTHORIZATION CERTIFICATE  
(On a Stamp Paper of relevant value)**

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorise Sri/Smt

.....(name and address) who is presently employed with us and holding the position of .....

As our attorney, to act and sign on my/our behalf to participate in the TENDER No. ES04/40/2024 for the Design, Installation, Operation, Commissioning, Maintenance and Management of a fast charging station for electric vehicles. I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt.....undertaken

by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

**Dated this the \_\_\_day of 20\_\_\_**

**For\_\_\_\_\_**

**(Name, Designation and Address)**

**Accepted**

\_\_\_\_\_ **(Signature)**

**(Name, Title and Address of the Attorney)**

**Date: \_\_\_\_\_**

**NB: Original to be submitted to KSRTC.**

**ANNEXURE-IV**

**(Proforma of Certificate be furnished along with Technical Bid)**

**KERALA STATE ROAD TRANSPORT CORPORATION**

**GENERAL INFORMATION ABOUT THE TENDERER**

1	Name of the Tenderer			
	Registered address of the firm			
	GSTIN			
	PAN NUMBER			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State		District	

	Telephone No.		Fax	
	Email		Website	
Type of the Firm ( Please ✓ relevant box)				
4	Private Ltd.		Public Ltd.	Proprietorship
	Partnership		Society	Others specify
	Registration No. & Date of Registration.			
Nature of Business ( Please ✓ relevant box)				
5	Proprietorship		Partnership	
	LLP		Startups	
	Joint Venture		Others Specify	
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc. )				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	
Bank Details				
7	Bank Account No.		IFSC Code	

	Bank Name & Address		Branch Name	
	Tel No		Email ID	
8	Whether any criminal case was registered against the company or any of its promoters in the past?			Yes / No
9	Other relevant Information provided *			
Date:		Office Seal		Signature of the tenderer / Authorised signatory

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

**(Seal of bidder)**

**Place:**

**Date:**

**NB: Original to be submitted to KSRTC.**