

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



**KERALA STATE ROAD TRANSPORT CORPORATION**

**TRANSPORT BHAVAN, EAST FORT**

**THIRUVANTHAPURAM 695023**

**e- TENDER DOCUMENT**

**for**

**Supply 200 Nos. of Fully Built Non – AC Super Fast Diesel  
Propelled Buses of BSVI Norms or Latest as per CMVR Norms,  
Comprehensive warranty**

**3 year / 3 Lakh km**

**(TENDER NO: S001-SRA01/37/2024 – Store KSRTC – HQ dt: 07.11.2024)**

For details;

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

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

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## **NOTICE INVITING TENDER**



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

**THIRUVANTHAPURAM 695023**

**Ph: 0471-2471011**

**website: [www.keralartc.com](http://www.keralartc.com) Email: [sr@kerala.gov.in](mailto:sr@kerala.gov.in)**

**e-TENDER NOTICE**

<b>Sl.No</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY (NUMBERS)</b>
<b>1</b>	Fully Built Non – AC Super Fast Diesel Propelled Buses of BSVI Norms or Latest as per CMVR Norms	<b>Fully Built Non – AC Super Fast Diesel Propelled Buses of BSVI Norms or Latest as per CMVR Norms with warranty for 3 years/3 lakh Kms whichever is earlier.</b>  Comply with 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, and with ITS AIS : 140 IRNSS Based VLT Device. f) Compliance of Flammability requirements as per IS 15061:2002  For Specification see Appendix - I	<b>200 Nos.</b>

<b>SI NO</b>	<b>Particulars</b>	<b>Date and time</b>
1	Date of release of tender	07.11.2024, (06:00 pm)
2	Date of Pre Bid Meeting	12.11.2024, (11.30 am)
3	Mode of Pre bid meeting	Through video conference
4	Online tender submission Start Date	16.11.2024, (06:00 pm)
5	Online tender submission End Date	25.11.2024 (06:00 pm)
6	Date of online Technical bid opening	27.11.2024 (11:00 am)
7	Date of opening of the price bid	Will be informed to the qualified bidders after technical-bid evaluation

## TENDER SCHEDULE

1.	Tender No.	S001 -SRA01/37/2024 – Store KSRTC – HQ
2.	Tender Fees (Non Refundable)	Rs.28,000/- (Rs.25000+GST@12%) (Rupees Twenty Eight thousand only)
3.	Earnest Money Deposit	Rs.5,00,000 /- (Rupees Five Lakh only)
4	Performance Security for supply (For successful tenderer)	5% of the total value offered price for the buses
5	e-Tender site	<a href="http://www.e-tenders.kerala.gov.in">www.e-tenders.kerala.gov.in</a>
6	e-mail for communication	<a href="mailto:sr@kerala.gov.in">sr@kerala.gov.in</a>

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.

1.2. KSRTC have a fleet strength of 5200 buses. KSRTC connects every nook and corner of state and major destinations in south India.

1.3. KSRTC intend to introduce 200 Nos. of Fully Built Non – AC Super Fast Diesel Propelled Buses as per CMVR Norms with chassis warranty of 3 year /3,00,000km and Body warranty of 24 months / 2,00,000 km which ever comes earlier confirming to the prevailing ARAI, CMVR and KMVR rules which is applicable.

1.4. 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 Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR.

**1.5. Delivery Period:**

Proto type bus within 45 days from the purchase order date. Supply should be started after 30 days from proto and supply should be completed within 120 days from the date of approval of proto.

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 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 CMD 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:07.11.2024

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 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 200 Nos. of Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms. The bidder shall offer the Chassis warranty for a period of 3 years or 3,00,000 Kms and Body warranty for a period of 24 months / 2,00,000 km which ever comes earlier.

2.2.2 The specification covers design, manufacture, supply, testing and commissioning of Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms for operations in 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 testing 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 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** Seats sample: 3 sets of 2 X 2 and 3 x 3 seats which are offered to be fitted in the bus should be given as sample to KSRTC, Thiruvananthapuram before fitment for assessing the suitability, if required.
- 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, 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 completing the body building.

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 Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms from the approved certification agency as per CMVR and KMVR.

**2.14** The responsibility of the successful bidder includes supply of 200 Nos. of Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest 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 manufacturer and as per the requirement of KSRTC. During warranty period data to be shared as and when required by 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**

<b>Description of Work</b>	<b>Tendered Quantity (Nos.)</b>	<b>Delivery Period</b>
<p>Design, Manufacture, Supply, Testing, &amp; Commissioning of Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms with warranty.</p> <p>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, and with ITS AIS : 140 IRNSS Based VLT Device. f) Compliance of Flammability requirements as per IS 15061:2002</p> <p><b>For Specification see Appendix -I</b></p>	200 Nos.	Proto type bus within 45 days from the purchase order date. Supply should be started after 30 days from proto and supply should be completed within 120 days from the date of approval of proto.

#### **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>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
4.1.1.	Supply & Delivery period	As mentioned in Section 3.1
4.1.2.	Warranty period	Chassis warranty: 3 year / 3 lakh km Body warranty: 24 months / 2 Lakhs whichever comes earlier
4.1.3.	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	<b>a. Chassis</b>  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.

		<p>2. 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.</p> <p>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.</p> <p><b>b. Bus Body</b></p> <p>1. 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.</p> <p>2. 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.</p>
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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 shall 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 vehicle manufacturer and their authorised body builder should comply all the mandatory certifications for the body building and vehicle manufacturer shall upload necessary documents of the authorised body builders.
- 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 50 Nos. of Diesel buses/ Chassis of length 11 mtr or above of BS VI to STU's/private companies in India during last 5 (Five) financial years ending on 30.09.2024 and shall be performing satisfactorily as on date. 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 Tax Invoice / Acceptance letter to confirm the supply of 50 Nos. of above mentioned bus / chassis. The tenderer shall furnish the copies of certificate from the purchaser for satisfactory performance of Diesel buses along with Annexure – D to be uploaded.
- 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 J 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 Tenderer should deploy one service coordinator at Thiruvananthapuram to advise KSRTC and co-ordinate with OVM on preventive maintenance system of Diesel buses of BSVI norms and for the warranty settlement of this buses
- 4.2.7 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 Upload Manufacturing License of the bidder as per clause No. 4.2.1
- 4.3.2 Upload Type Approval Certificate of Bus Body Builder as per AIS : 052.
- 4.3.3 Upload Authorization Certificate issued to the Bus Body Builder by the vehicle manufacturer.
- 4.3.4 Upload the valid documents as per Clause No. 4.2.2 of NIT.
- 4.3.5 Documents to prove that the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms offered are having the approval from Competent Certifying Authority. (Scanned copy should be uploaded)

- 4.3.6 Documents to prove that the offered Diesel Chassis is having the approval from ARAI. (Scanned copy should be uploaded)
- 4.3.7 This Notice Inviting Tender, all pages should be filled, signed and stamped by the bidder should be scanned and uploaded.
- 4.3.8 An undertaking to the effect that the type approval as per CMVR and STA, Thiruvananthapuram should be provided at the time of delivery. (Scanned copy should be uploaded)
- 4.3.9 Specifications of Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms as per Appendix - I duly signed and stamped by the bidder with full address and date (Scanned copy should be uploaded).
- 4.3.10 Certificate in Annexure - G 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.
- 4.3.11 Declaration as per Annexure - H 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.
- 4.3.12 General Terms and Conditions as per Annexure- I duly signed and stamped by the bidder with full address and date (Scanned copy should be uploaded).
- 4.3.13 Specification Comparison Table as per Annexure-E to be filled signed and stamped by the bidder with full address and date should be uploaded.
- 4.3.14 The bidder should upload the anti black listing certificate as per Annexure-J to be filled signed and stamped
- 4.3.15 The bidder should upload the performance evaluation sheet as per Annexure-D to be filled signed and stamped

- 4.3.16 The bidder should upload the General Information about the tenderer as per Annexure – A to be filled signed and stamped
- 4.3.17 The bidder should upload the Declaration Form about the tender as per Annexure – B to be filled signed and stamped
- 4.3.18 The bidder should upload the Offer Form about the tender as per Annexure – C to be filled signed and stamped.
- 4.3.19 The bidder should upload Annexure – F specification of materials, accessories and fittings used for the fabrication of bus body to be filled signed and stamped
- 4.3.20 The bidder should upload Annexure – K Power of Attorney to be filled signed and stamped.
- 4.3.21 The successful tenderer shall have service centers in Kerala for satisfactory execution of the warranty and after sale service support. Upload the details.

#### **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 Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms – The tenderers are required to supply 200 Nos. of Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms 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: The successful bidder shall give suitable training to the technical officers and staff to familiarize the technical features and maintenance as in house and at the bidders training centers and also as per Clause 5.33

## **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](http://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](http://www.keralartc.com)) and in the e-tender portal [www.e-tender.kerala.gov.in](http://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](http://www.keralartc.com))

**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 Vehicle 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 buses tendered are contained in this "Tender Document".

**5.2.2** The tender document is to be downloaded from website [www.etenders.kerala.gov.in/](http://www.etenders.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 fee 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** 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](http://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](mailto:etendershelp@kerala.gov.in) .*
- 5.2.6** Bidders may contact e-Procurement help 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](mailto:helpetender@gmail.com) for 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 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 that all the contents mentioned under clause 5.1, are contained in the 'Tender Document'.

**5.3.2** Failure to furnish any information required for 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 KSRTC, 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 item 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 ([sr@kerala.gov.in](mailto:sr@kerala.gov.in)) shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority ([www. etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)).
- 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, 2577388, 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 [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in), should ensure the following:

5.5.1.1 Single transactions for remitting tender document fee & 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 fees 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 fees and EMD will be reversed to the account from which it was received.

### **5.5.3 Tender Document Cost**

5.5.4 Tenderer shall remit Tender document cost online in the e-tender portal and non remittance of Tender Document Cost as mentioned in the e-tender notice shall be one of the primary reasons for rejection of the offer in the first round itself.

5.5.5 Tenderers shall pay tender document cost as per Notice Inviting Tender.

## **5.6 Earnest Money Deposit (EMD):**

5.6.1 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.

- 5.6.2 None of the bidders are exempted from the remittance of EMD, in any case.
- 5.6.3 EMD of unsuccessful tenderers will be discharged/returned as promptly through online transfer.
- 5.6.4 The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.
- 5.6.5 No interest will be paid for the EMD remitted.
- 5.6.6 The EMD will be forfeited, if a tenderer;
  - 5.6.6.1 Misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process.
  - 5.6.6.2 Withdraws its bid after the opening of technical bid;
  - 5.6.6.3 A successful tenderer, fails to sign the contract after issuance of Letter of Intent / Purchase Order.
  - 5.6.6.4 Fails to furnish performance security after issuance of Letter of Intent / Purchase Order.

**5.7 Deadline for submission of tender.**

- 5.7.1 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.
- 5.7.2 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.

## **5.8 Modification and Withdrawal of Bids**

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

## **5.9 Period of Validity of Tender**

5.9.1 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.

5.9.2 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.

## **5.10 Acceptance / Rejection of tenders:**

5.10.1 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.

5.10.2 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.

## **5.11 Notices**

5.11.1 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;

- 5.11.1.1 The tender notices, documents, corrigendum, addendum etc if any.
- 5.11.1.2 Amendments to the tender conditions, if any, especially after the pre-bid meeting.
- 5.11.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
- 5.11.1.4 Final List of technically qualified bidders.
- 5.11.1.5 Summary of Online price bid opening.
- 5.11.2 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
- 5.11.3 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.

## **5.12 Other terms and Conditions**

- 5.12.1 All the terms and conditions in respect of warranty, Training of Staff etc shall be complied with.
- 5.12.2 Technical Specifications and Standards:- The Goods and Services to be provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters.
- 5.12.3 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.
- 5.12.4 **Rejection of supplied bus:** On rejection of any bus subject to inspection or assessment of performance during commissioning at KSRTC, such buses shall be rectified or

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

- 5.12.5 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.
- 5.12.6 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.

### **5.13 Tendering System**

- 5.13.1 The tenders / bids are to be submitted on-line in the e-tender portal.
- 5.13.2 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.
- 5.13.3 PART II titled 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.
- 5.13.4 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 & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004. Ph: 0471 -

2577088, 2577188; Toll free No.18002337315.; e-mail: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) .

- 5.13.5 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.
- 5.13.6 The tenderers who do not submit the technical bid which reaches beyond the stipulated date and time will be treated non-responsive.
- 5.13.7 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.

**5.14 Amendment of tender documents:**

- 5.14.1 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.
- 5.14.2 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.
- 5.14.3 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.

**5.15 Contents of online Bid submission.**

- 5.15.1 Tender Document cost



- 5.15.2 Earnest Money Deposit
- 5.15.3 General information about the tenderer as per ANNEXURE- A.
- 5.15.4 Declaration Form as per ANNEXURE-B and copy of amendments if any duly signed in all pages by the tenderer or the authorized signatory.
- 5.15.5 Blank Price Bid format as per the format available in e tender portal.
- 5.15.6 Power of Attorney as per format in ANNEXURE-K
- 5.15.7 Documents showing service Centre facilities in Kerala.
- 5.15.8 Technical literature, product data sheet.
- 5.15.9 Offer Form As per ANNEXURE- C should be uploaded.
- 5.15.10 The tenderer should upload the copy of Type Approval certificate for the offered model of bus and bus chassis.
- 5.15.11 The documents proving that the tenderer is a vehicle manufacturer.
- 5.15.12 A certificate in prescribed format as per Annexure – F for price firmness.
- 5.15.13 Lower Rate Declaration as per Annexure – G
- 5.15.14 Specification Details as per Annexure – E
- 5.15.15 Anti black listing certificate as per Annexure – I
- 5.15.16 Performance evaluation sheet as per Annexure - D
- 5.15.17 All documents as per clause 4.3
- 5.15.18 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.

## **5.16 Opening of Tender**

- 5.16.1 The technical bid opening will be online. The date of technical bid opening is only published in advance.

- 5.16.2 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.
- 5.16.3 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.
- 5.16.4 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.
- 5.16.5 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.
- 5.16.6 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 Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms by the tenderers.

## **5.17 Evaluation of tender**

- 5.17.1** The bid evaluation will consist of two stages viz, (i) Technical bid evaluations, (ii) Evaluation of price bid.

- 5.17.1.1 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.
- 5.17.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms offered, the experience and reputation of tenderer in the field, the financial solvency etc.
- 5.17.1.3 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.
- 5.17.1.4 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.
- 5.17.1.5 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.

## **5.17.2 Evaluation of Price Bids**

- 5.17.3 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.
- 5.17.4 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.

- 5.17.5 Tenderer shall download the available price bid format in e-tender portal, and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats or with conditions will be treated as non-responsive and not considered for tabulation and comparison.
- 5.17.6 Price Offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply, training and successful commissioning of the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms to the fulfillment of the satisfaction of KSRTC.
- 5.17.7 Prices quoted by the Tenderer for the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms shall be firm for one year from the date of financial bid opening. But any change in statutory levies shall be made applicable.
- 5.17.8 There shall also be no hidden costs.
- 5.17.9 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:
- 5.17.9.1 Basic Price: The price of the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms with 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.
- 5.17.9.2 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).

- 5.17.9.3 The total amount will be calculated as per the bid evaluation criteria which included the prices of Chassis and Bus Body as per Appendix – II and will be taken for evaluation and bid ranking.
- 5.17.9.4 The tenderers shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification under Appendix – I.
- 5.17.9.5 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

## **5.18 Clarification of Bids**

- 5.18.1 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.
- 5.18.2 The request for clarification and the response shall be in writing, either through email or by post.

## **5.19 Award of Contract**

- 5.19.1 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 Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR norms, i.e. after price bid opening.
- 5.19.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease by up to Thirty (30%) per cent, without any change in the

unit price and other terms & conditions quoted by the tenderer.

The Corporation reserves the authority to consider the offer in part or full as desired.

## **5.20 Notification of Award/Letter of Intent (LOI)**

- 5.20.1 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 Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR norms and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- 5.20.2 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.
- 5.20.3 The Notification of Award shall constitute the conclusion of the Contract.

## **5.21 Signing of Contract**

- 5.21.1 The vehicle manufacturer shall be solely responsible for the execution of whole contract, whether the bus body is built in house 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 15 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 issuing LOA. The successful tenderer shall submit bank guarantee of required validity period

- 5.21.2 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.
- 5.21.3 Assignment: -The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.
- 5.21.4 **Sub Contracts:** - The Successful tenderer shall not sub contract for 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.
- 5.21.5 **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:
- 5.21.6 Specifications, designs etc. where Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR norms to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority.

- 5.21.6.1 Incidental services to be provided by the successful tenderer
- 5.21.6.2 Place of delivery: The successful bidder shall deliver the Fully Built Non AC Diesel Propelled Super Fast Buses at Thiruvananthapuram.

## **5.22 Performance Security**

- 5.22.1 There will be a security deposit amounting to 5% of the total value for supply of Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR norms, as mentioned in Section III 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 demand draft / bank guarantee valid after 6 months from the date of expiry of contract period in the prescribed format.
- 5.22.2 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.
- 5.22.3 Failure of the successful tenderer in providing security deposit mentioned as per the first pages of NIT and/or submitting the agreement duly signed in time shall make the tenderer liable for forfeiture of its EMD.
- 5.22.4 The security deposit shall be denominated in Indian Rupees only.
- 5.22.5 **Liquidated damages for non supply and performance:-**  
The successful bidder 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 Company will consider the termination of the contract at the risk and cost of the contractor.

## **5.23 Delivery**

- 5.23.1 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.
- 5.23.2 If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely delivery of the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest 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.
- 5.23.3 The successful tenderer is required to deliver the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to

BS VI norms or latest as per CMVR norms within the 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 Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR norms to the satisfaction of the institution head or his/her representative.

5.23.4 The invoice shall be submitted for effecting stock entry at the respective location.

5.23.5 The Fully Built Non – AC Super Fast Diesel Propelled Buses of BSVI Norms as per CMVR Norms will not be accepted after the date of issuance of notice of termination, even if the buses are ready or dispatched following the termination. For the remaining Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR norms and services, the Tender Inviting Authority/ may decide:

5.23.5.1 To get any portion of the balance completed and delivered at the contract terms, conditions and prices.

5.23.5.2 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.

## **5.24 Payment**

5.24.1 The payment of the price agreed will be made as per clause No. 4.1.5.

5.24.2 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.

5.24.3 Requests for advance payment, payment against delivery or payment through Bank against dispatched documents will not be considered.

- 5.24.4 The successful tenderer shall not claim any interest on payments under the contract.
- 5.24.5 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.
- 5.24.6 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.
- 5.24.7 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.

**5.25 After Sales Service conditions:**

- 5.25.1 The successful tenderer shall have service centres in Kerala for satisfactory execution of work under warranty period and for after sale service of supplied buses, and the details shall be provided to the Tender Inviting Authority in writing.
- 5.25.2 The company attaches paramount importance to the after sales service of the buses supplied to ensure smooth operation afterwards. The successful tenderer is required to undertake and attend all repairs, if any, that may arise during the warranty period free of cost including all spare parts and material as per the terms and conditions of warranty.
- 5.25.3 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 Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms for the prescribed period need only participate in the tender.

**5.26 Warranty terms:**

**5.26.1 Warranty Conditions.**- The Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms offered should have a comprehensive **bus chassis warranty period of 3 Years / 300000 km and Body warranty period 24 months / 2 lakh km which ever comes earlier.** Any premature failure of aggregates and accessories of the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest 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) with panic button, Security Camera Network (CCTV), 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.

**5.26.2** 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.

- 5.26.3 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 goods.
- 5.26.4 All the buses including the accessories supplied as per the technical specification should carry warranty for a period mentioned under clause No. 4.1.2 in the first instance. During this period, the successful tenderer shall replace all defective accessories / aggregates of Bus Chassis components and Body parts. The cost of spare parts and material for all replacements has to be borne by the successful tenderer during the period of warranty.
- 5.26.5 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 15 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.
- 5.26.6 **Site Visits:** The Service coordinator shall visit all depots as and when required by KSRTC.
- 5.26.7 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms and stamped shall be forwarded by email/post to the KSRTC respective depot within 10 days from the due date.
- 5.26.8 Warranty certificate for the additional equipments fitted as per the tender specifications duly signed 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.

5.26.9 The equipment/ aggregates fitted in the bus chassis which requires quality assurance test, statutory test and certification of all the accessories / devices 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.

5.26.10 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.

5.26.11 The tenderer shall submit the details of activities to be carried out during the preventive maintenance.

5.26.12 The tenderer shall submit the parameters which require calibration and the frequency of calibration required and shall carry out during warranty period.

5.26.13 There should not be any exclusion of warranty for any spare parts except consumables.

5.26.14 The successful bidder shall rectify the defect immediately and ensure the timely release of vehicle during warranty period.

5.26.15 All software updates, if any required, should be provided free of cost during Warranty period.

## **5.27 Training**

**5.27.1** 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.

5.27.2 The 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.

5.27.3 As training activity is an integral part of this contract, KSRTC will not make any payment for providing training.

### **5.28 Intellectual Property Rights (IPR)**

5.28.1 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.

5.28.2 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.

5.28.3 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.

### **5.29 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;

Tender Inviting Authority will reject a 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 a 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.

### **5.30 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 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.

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.

### **5.31 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 Company 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.

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

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

5.32.1 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram and Ernakulam.

### **5.33 General/ Miscellaneous Clauses**

5.33.1 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.

5.33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

5.33.3 The Successful tenderer shall notify the Tender Inviting Authority of any material change would impact on performance of its obligations under this Contract.

5.33.4 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.

5.33.5 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).

### **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 items 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:-** Owners manual to be provided along with each vehicle. Workshop Manual – 10 copies, Detailed spare parts catalogue - Soft copy + Online access required.

**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.

**5.45. Statutory Compliance:** The Bidder shall obtain himself, at his own expense, all the latest Specifications required for design,

manufacture, 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.

**5.46. 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 KSRTC, Thiruvananthapuram. 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.

**5.47. 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 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.

#### **5.48 Specific Conditions**

Letter Of Award (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 Intent. 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.

**5.49** The vehicle manufacturer who have after sale service / performance / spare parts related issue for the earlier supply of buses to KSRTC shall have to give additional performance security @Rs.500000/- per bus in the form of DD / Bank Guarantee during the entire period of contract with KSRTC.

### **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:

**Appendix - I**  
**SPECIFICATIONS OF**  
**FULLY BUILT NON-AC SUPER FAST DIESEL PROPELLED BUSES**  
**OF BS VI NORMS OR LATEST AS PER CMVR NORMS**

<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
1.	Propulsion system	HIGH SPEED DIESEL
2.	Fuel-options	HIGH SPEED DIESEL only
3.	Engine Torque	Atleast 700 Nm
4.	GVW	16200 kg Minimum
5.	Engine HP	6 Cylinders. 180HP (Minimum) electric ignition, 24V Electrical System.
6.	Power requirements for ITS	Required
7.	Emission norms	BS VI or the norms prevailing at the time of delivery of bus.
8.	Engine management	Engine oil pressure, Engine coolant temperature, Engine speed in RPM, vehicle speed etc.
9.	Engine operational requirements	Engine should perform efficiently at ambient temperatures of approximately -5 <sup>0</sup> to 50 <sup>0</sup> 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.
10.	Engine location	Front
11.	Transmission	6 Speed manual type with overdrive and 1 Reverse gear
12.	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary
13.	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for all terrain operations and maximum fuel efficiency.
14.	Front axle	Heavy duty reverse Elliot type axle
15.	Steering system	Hydraulic power steering
16.	Front Suspension	Weveller / Parabolic
17.	Rear Suspension	Air Suspension
18.	Shock absorbers	Hydraulic double acting at front & rear
19.	Electric Horn	24 V as per IS.1884:1993 Matched Pair (Low & High tone)



<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
20.	Braking system	Dual circuit full air brakes, front and rear drum brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels
21.	Anti-skid anti-locking brake system (ABS)	As per CMVR required
22.	Electrical system	24 volt DC
23.	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 3 Years warranty.
24.	Battery box	It shall comply the provisions as per AIS 052
25.	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
26.	Public Information System	As per AIS - 052.
27.	Public Addressing System with USB type speakers	PA system to be provided with USB type speakers to attract the attention of passengers waiting to board the bus in various bus stops as well as information to the boarded passenger.
28.	Entertainment system	Minimum 1 units TV, Minimum 24" LED TV with minimum 1 year warranty /24 inch Tropicool Automotive grade 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
29.	Speed Setting Device	Speed setting device shall be provided for each 40 buses. Speed setting shall be attended timely as and when required for checking error code.
30.	Tyres	10.00X20-16 PR Radial Tyre - 6 +1 (For Spare carrier). Suitable

<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
		spare wheel carrier for holding the single spare wheel that can be permanently used on bus.
31.	Fuel tank	Fuel tank capacity minimum 235 Ltrs.
32.	DEF capacity	Minimum 30 Litre
33.	Overall length	10700 mm to 11500 mm
34.	Overall width	2600 (maximum)
35.	Overall height (unladen)	3800 (maximum)
36.	Chassis Front overhang	Minimum 35% of wheel base
37.	Chassis Rear overhang	As per CMVR
38.	Floor height from ground level	Minimum 1100 mm
39.	Angle of approach (unladen)	As per AIS:052
40.	Angle of departure (unladen)	As per AIS:052
41.	Ramp over angle (half of break-over angle)	As per AIS:052
42.	Bus gates/doors	As per AIS 052
43.	Type of doors /No. of Passenger door	2 Nos. of Power Operated Door as per AIS 052 CMVR/Approved by Competent Authority, Jack & Knife type.  One door positioned ahead of front axle
44.	Operating mechanism of doors	Power controlled as per AIS 052
45.	Positions of door controls	Should be on dashboard for driver control and emergency switch inside & outside of doors as per AIS 052
46.	Minimum clear door width excluding grab handle in fully opened position	As per AIS 052
47.	Maximum first step height	As per AIS 052
48.	Emergency doors/exits or apertures (numbers) and dimension in mm	As per AIS 052

<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
49.	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 052
50.	Door components	As per AIS 052
51.	Door locks/locking systems/door retention items	As per AIS 052
52.	Door hinges	As per AIS 052, GI preferred
53.	Design type approval	As per AIS 052
54.	Bus structure- materials specifications etc.	GI/Anti corrosion treated ERWCR Steel Materials having minimum yield strength of 350 MPA with valid Type approval.
55.	Grab rails, Centre posts and passenger slings	Stainless steel pipe Gr.304 of 32mm & 2mm thick for Grab rail, Centre post. Provide sufficient passenger slings with advertisement space in the necessary points of grab rail.
56.	Foot step	Foot step shall be provided as per AIS-052 with retractable facility for the lower foot step for one door preferably at the front . As per AIS 052
57.	Panel beading	
58.	Roof grab rail brackets	
59.	Floor material	3mm Aluminum Chequered Sheet with cats paw design / similar.
60.	Front windscreen (laminated ) glass:	Single piece laminated safety glass, with PVB film interlayer as per IS 2553 (part-2)-1992/ latest
	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
61.	Rear windscreen glass	Single piece flat toughened glass- IS:2553 (part-2)-1992/latest
	Glass Fitment	Shall be fixed by EPDM rubber beading. H-type beading preferred

<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
	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.
62.	Side windows:	As per AIS 052. To provide side window having more height to get sufficient air travel inside the bus to ensure comfortable travel in the tropical climate of Kerala.
63.	Glass specifications of side windows	Toughened tinted glass IS 2553 (part-2)-1992/latest
	Glass thickness:	As per AIS 052
	Colour of glass	As per CMVR 100
64.	Rear view mirrors	As per AIS 052
65.	Fitment of Rear view mirror	Stainless steel C-brackets, Left side rear view mirror should be visible to driver through Front Wind Screen glass
66.	Seat (Seats sample: 3 sets of 3 seater and 3 sets of 2 seater which is offered to be fitted in the bus should be given as sample to KSRTC, Thiruvananthapuram before fitment for assessing the suitability.	As per AIS-023, 3+2 pattern steel seat frame with artificial leather type upholstery seat size- 40cm x 39cm x 73 cm. Seat Cushion thickness – 15cm at front and 10cm at back, individual back rest with head rest cushion thickness – 5cm. Colour and pattern will be intimated to the successful bidder. Fully adjustable driver seat. Every seat must have its advertisement space for pasting sticker behind the head rest and back rest. Leg support shall be provided for all passengers. The dimensions of passenger seats to be as per AIS 052/AIS 023. Sufficient leg room should be provided
67.	Conductor seat	Single seat shall be provided exclusively fitted near the door and leg support shall be provided. A stay box with locking facility shall be provided exclusively for the conductor.
68.	Dash board lighting/control lighting	As per AIS 052
69.	Display Board	Inside LED display board to be provided

Sl. No	Characteristics	Specification Details
70.	Seat area /seat space per passenger (width X depth)	As per AIS 052
71.	Seat pitch-minimum	As per AIS 052
72.	Seat back rest height	As per AIS 023. Every seat must have its advertisement space for pasting sticker behind the back rest.
73.	Torso angle (degrees)	As per AIS 052
74.	Passenger seating	As per AIS 052 & AIS 023.
75.	Seat materials	As per AIS 052
76.	Back rest Materials	As per AIS052 with back rest, head support and seat cushion [compliance of flammability requirement IS15061:2002]
	Foot rest	Required for all seats
77.	Number of seats	Minimum 50 +1D (3 x 2 seat layout)
78.	Head Rest	Required with advertisement space.
79.	Seat arm (Arm rest)	Required for all seats at aisle.
80.	Sun visor	Required
81.	Seat belts & their anchorage	As per AIS 052. should be provided to all seats where there is no provision for grab support
82.	Driver seat	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 – 052.
83.	Driver's working space	As per AIS 052.
84.	Air vent for driver	Proper air ventilation facility to be provided for driver with opening and closing facility and prevention from water entry.
85.	Bottle Holder for driver	A bottle holder of 2 Ltr size should be provided on the driver door in such a way that it is easily accessible.
86.	Heat resistance	<b>Bonnet</b> of the engine compartment should be PUF (Poly Urethane Foam) insulated and noise free as per CMVR / Industry standards. <b>Inside roof:</b> Suitable heat resistant material to avoid heat transfer to the passenger saloon area

<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
87.	Corrosion prevention treatment	As per clause 3.17 of AIS 052
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes/welding	
88.	Primer coating	As per clause 3.17 of AIS 052
89.	Body Painting:	PU Paint to be used
90.	Body Colour and Design	Will be given by KSRTC
91.	Electrical system, electrical cables and conductor cross section	BIS marked, copper conductors with fire retardant insulation as per BIS: 6722:2006. Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm.
92.	Fuse	As per AIS 052
93.	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
94.	Location of cables away from heat sources	
95.	Type approval of circuit diagram as per standards related to electric equipment/wiring	
96.	Battery cut – off switch (isolator switch):	Shall be positioned near driver seat for easy and quick operation by driver.
97.	Wind screen wiper:	As per table 22 of AIS 007
98.	Wiper motor:	Variable speed with time delay relay as per AIS 11
99.	Wiper arm/blade:	As per AIS 019/AIS 011
100.	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.
101.	Lighting- internal & external and	As per AIS 052 and all interior lights should be LED Type, OE

<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
	illumination	fitting preferred in case of head lamp (4 Nos.) and tail lamp. Also provide 8 Nos. of marker lamps.
102.	Driver seat belt & anchorage duly type approved.	As per CMVR & AIS 052 conforming to AIS 005 & 015
103.	Fire extinguisher:	As per AIS 052/CMVR
104.	First aid box:	1 number fixed metallic box as per provision of CMVR
105.	Handholds:	As per AIS 052, fixed type preferred.
106.	Stanchions:	As per AIS 052. Stainless steel 38 x2mm All stanchion brackets should be of metallic type.
107.	Window guard rails:	As per AIS 052, 19mm - Stainless Steel pipe with sturdy steel bracket.
108.	Entrance/exit guard/step well guard:	As per AIS 052, step well guards made of stainless steel pipe of 25mm x 2mm. No seats shall be fitted obstructing the free access to emergency door. One grab rail above the emergency door is required. Foot rest come guard to be provided in front of seats behind emergency door.
109.	Emergency exit doors, warning devices etc.	As per AIS 052 /CMVR
110.	Front/rear door, step well lights, door open sign	LED bulb as per AIS 008
111.	Mirrors right/left side exterior /interior:	Convex as per AIS 001 & 002. interior with double curvature
112.	Towing device front/rear	As per CMVR & IS 9760-ring type
113.	Warning triangle	As per AIS 052/CMVR
114.	Bumpers-front and rear	As per AIS 052, Detachable type, easily removable in order to support the engine.
115.	Luggage Box / Courier Box	As per AIS 052 and mutually agreed by the purchaser and bidder with scope for maximum space for the provision of courier supply.
116.	Electronic Ticketing Machine Box	ETM Box of suitable size with lock and key facility for keeping ETM

<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
117.	Inside luggage carrier	As per AIS 052
118.	Roof hatch	Minimum 2 nos. to be provided
119.	Mobile Charging unit	One each in each seat row 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.	Destination Board	<p>4 Nos. of Destination Board to be provided as per AIS: 052. Full length LED Display board</p> <p>Front Destination Board</p> <p>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.</p> <p>Left, Right and Rear Destination Board (3 Nos.)</p> <p>Length: 103 cm Height: 23 cm Width: 5.8 cm</p> <p>3 LED board in other three sides, one line with big font and two lines in orange colour.</p> <p>Destination Boards on all four sides to be independently programmable through transfer of data via blue tooth, Wifi and USB port.</p>
122.	Dash Board Camera	<p>Dash board camera 5 Nos. to be provided with all accessories, supporting softwares and monitors as required</p> <p>a. Facing towards the front</p> <p>b. To view interior</p>



Sl. No	Characteristics	Specification Details
		<p>c. To view driver</p> <p>d. Two on either sides.</p>
123.	Driver Cabin Separation	Should be separated from passenger saloon as per AIS 052 Stainless steel tube structure, fencing type this separation should not restrict the driver seat position adjustments and a suitable fan may be provided.
124.	Accessories	<ol style="list-style-type: none"> <li>1. 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>2. One Window glasses of each kind used in the bus to be supplied as spare for every 10 buses.</li> <li>3. One diagnosing tool should be supplied for every 40 buses.</li> <li>4. Laptop will be provided by KSRTC. One hand held tool with necessary software will be provided for every 40 buses.</li> </ol>
125.	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.
126.	Paneling Materials	<ol style="list-style-type: none"> <li>1. Out side Roof : Aluminium Coil Sheet (minimum 0.9mm) Bitumin tape should be used at all joint areas to arrest water leakages)</li> <li>2. Inside roof: Aluminium</li> <li>3. Inside below window sill: Stainless steel Gr.304</li> <li>4. Window sill flaps : stainless steel Gr. 304</li> <li>5. Inside window pillar flaps: stainless steel Gr.304.</li> <li>6. Front and Rear face</li> </ol>

<b>Sl. No</b>	<b>Characteristics</b>	<b>Specification Details</b>
		paneling : FRP 7. All remaining paneling : Aluminium / GI Sheet
127.	Conductor bell	Iron - Nickel plated type with mounting bracket and lever
128.	Safety bracket for propeller shaft	As per KMVR
129.	Courier Box	Safe secure courier box to be provided at convenient location near the driver.
130.	Safety bracket for diesel Tank	Required (Fully covered Grill type)
131.	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.
132.	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/Mechanical Stay rod for the support in opened condition. The opening should be sufficient for the easy removal of inter cooler radiator etc and refitting of these items.
133.	Gear box inspection cover	75x50mm size inspection cover shall be provided
134.	Vehicle location tracking device and emergency button	To be provided as per specification of AIS 140  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.
135.	Warranty	The Fully Built DIESEL Bus offered should have a Chassis warranty for a period of 3Years/ 3 Lakh Km and Body warranty for a period of 24 months / 2 Lakh km which ever comes earlier, in respect of Chassis parts, engine

Sl. No	Characteristics	Specification Details
		and engine management system, Fuel system, suspension, brake system, transmission system, any other related systems and 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.
136.	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 052 & ITS AIS:140 e) Compliance of flammability requirements as per IS 15061:2002 f) Certificate issued by ARAI
137.	Stage inspection of prototype bus by KSRTC team at the production site	1. After the completion of super structure (before paneling and fixing of platform) 2. After completion of whole work. The supplier should make arrangements for the inspection timely.

### **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.
2. 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**

4. 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.

### **5. UNDER FRAME AND STRUCTURE**

6. 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.
7. Sufficient clearance and air circulation shall be provided around the tyres, wheels and brakes to preclude over-heating when the bus is operating.
8. All exterior surfaces shall be smooth and free of wrinkles and dents. Finished painted surface of the bus should be free from any imperfections.

### **9. SERVICE DOORS**

10. No. of service doors two as per AIS : 052. 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.
11. 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. 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 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.

12. A warning electronic chime shall be installed at the doors. This chime is activated before opening or closing.
13. A red "DOOR CLOSING" sign shall be installed above exit door. The sign will blink when exit door is closing.

#### 14. **EMERGENCY EXIT**

15. 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 operable by hand.
16. 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.
17. **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.
18. **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**  
**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 FULLY BUILT Non-AC DIESEL PROPELLED BUSES - X	6,45,000	7,00,000	6,00,000	6,50,000
END RATE OF BUS BODY FOR FULLY BUILT Non-AC DIESEL PROPELLED BUSES AND AS PER CMVR NORMS - Y	3,50,000	3,90,000	4,50,000	3,50,000
Effective value for calculating $L1 = (X + Y)$	<b>9,95,000</b>	<b>10,90,000</b>	<b>10,50,000</b>	<b>10,00,000</b>
<b>Status</b>	<b>L1</b>	<b>L4</b>	<b>L3</b>	<b>L2</b>

## Annexure -A

(Proforma of Certificate be furnished along with Technical Bid)

### KSRTC

#### GENERAL INFORMATION ABOUT THE TENDERER

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



<b>Key personnel Details</b> <b>(Chairman, CEO, Directors, Managing Partners etc. )</b>					
in case of Directors, DIN Nos. are required					
6	Name		Designation		
	Name		Designation		
<b>Bank Details</b>					
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	GST No.				
10	GST of offered item in (%)				
11	Model				
12	Make				
13	Other relevant Information provided * (here enclose the details such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)				
Date:		Office Seal		Signature of the tenderer / Authorised signatory	

**Annexure - B**

(Proforma of Certificate be furnished along with Technical Bid)

**KSRTC**  
**DECLARATION FORM**

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

\_\_\_\_\_ do hereby declare that I/We  
have carefully read all the conditions of tender .....  
**DATED** ..... for supply of ..... invited by the KSRTC,  
Thiruvananthapuram and accepts all conditions of Tender.

Signature of the Tenderer  
Name in capital letters with Designation

**Annexure - C**

(Proforma of Certificate be furnished along with Technical Bid)

**KSRTC**  
**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.

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

Date :

Office seal

Signature of the  
tenderer/Authorized  
signatory

## **Annexure -D**

(Proforma of Certificate be furnished along with Technical Bid)

### **PERFORMANCE EVALUATION SHEET**

Sl No.	Parameter	Remarks
1	Model / Type	
2	HP of the vehicle	
3	Seating capacity	
4	No. of Buses supplied	
5	Supplied STU's Name	
	Performance evaluation for the last financial year	
1	No. of Buses performance evaluated	
2	Total Km covered during last one year	
3	Average 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 Fully Built Non – AC Super Fast Diesel  
Propelled Buses conforming to BS VI norms or latest as per  
CMVR NORMS**

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
1.	Propulsion system	HIGH SPEED DIESEL		
2.	Fuel-options	HIGH SPEED DIESEL only		
3.	Engine Torque	Atleast 700 Nm		
4.	GVW	16200 kg Minimum		
5.	Engine HP	6 Cylinders. 180HP (Minimum) electric ignition, 24V Electrical System.		
6.	Power requirements for ITS	Required		
7.	Emission norms	BS VI or the norms prevailing at the time of delivery of bus.		
8.	Engine management	Engine oil pressure, Engine coolant temperature, Engine speed in RPM, vehicle speed etc.		
9.	Engine operational requirements	Engine should perform efficiently at ambient temperatures of approximately -5 <sup>o</sup> to 50 <sup>o</sup> 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.		
10.	Engine location	Front		
11.	Transmission	6 Speed manual type with overdrive and 1 Reverse gear		
12.	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary		
13.	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for all terrain operations and maximum fuel efficiency.		
14.	Front axle	Heavy duty reverse Elliot type axle		
15.	Steering system	Hydraulic power steering		
16.	Front Suspension	Weveller / Parabolic		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
17.	Rear Suspension	Air Suspension		
18.	Shock absorbers	Hydraulic double acting at front & rear		
19.	Electric Horn	24 V as per IS.1884:1993 Matched Pair (Low & High tone)		
20.	Braking system	Dual circuit full air brakes, front and rear drum brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels		
21.	Anti-skid anti-locking brake system (ABS)	As per CMVR required		
22.	Electrical system	24 volt DC		
23.	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 3 Years warranty.		
24.	Battery box	It shall comply the provisions as per AIS 052		
25.	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		
26.	Public Information System	As per AIS - 052.		
27.	Public Addressing System with USB type speakers	PA system to be provided with USB type speakers to attract the attention of passengers waiting to board the bus in various bus stops as well as information to the boarded passenger.		
28.	Entertainment system	Minimum 1 units TV, Minimum 24" LED TV with minimum 1 year warranty /24 inch Tropicool Automotive grade 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		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
29.	Speed Setting Device	Speed setting device shall be provided for each 40 buses. Speed setting shall be attended timely as and when required for checking error code.		
30.	Tyres	10.00X20-16 PR Radial Tyre - 6 +1 (For Spare carrier). Suitable spare wheel carrier for holding the single spare wheel that can be permanently used on bus.		
31.	Fuel tank	Fuel tank capacity minimum 235 Ltrs.		
32.	DEF capacity	Minimum 30 Litre		
33.	Overall length	10700 mm to 11500 mm		
34.	Overall width	2600 (maximum)		
35.	Overall height (unladen)	3800 (maximum)		
36.	Chassis Front overhang	Minimum 35% of wheel base		
37.	Chassis Rear overhang	As per CMVR		
38.	Floor height from ground level	Minimum 1100 mm		
39.	Angle of approach (unladen)	As per AIS:052		
40.	Angle of departure (unladen)	As per AIS:052		
41.	Ramp over angle (half of break-over angle)	As per AIS:052		
42.	Bus gates/doors	As per AIS 052		
43.	Type of doors /No. of Passenger door	2 Nos. of Power Operated Door as per AIS 052 CMVR/Approved by Competent Authority, Jack & Knife type.  One door positioned ahead of front axle		
44.	Operating mechanism of doors	Power controlled as per AIS 052		
45.	Positions of door controls	Should be on dashboard for driver control and emergency switch inside & outside of doors as per AIS 052		
46.	Minimum clear door width excluding grab handle in fully opened position	As per AIS 052		
47.	Maximum first step	As per AIS 052		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
	height			
48.	Emergency doors/exits or apertures (numbers) and dimension in mm	As per AIS 052		
49.	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 052		
50.	Door components	As per AIS 052		
51.	Door locks/locking systems/door retention items	As per AIS 052		
52.	Door hinges	As per AIS 052, GI preferred		
53.	Design type approval	As per AIS 052		
54.	Bus structure-materials specifications etc.	GI/Anti corrosion treated ERWCR Steel Materials having minimum yield strength of 350 MPA with valid Type approval.		
55.	Grab rails, Centre posts and passenger slings	Stainless steel pipe Gr.304 of 32mm & 2mm thick for Grab rail, Centre post. Provide sufficient passenger slings with advertisement space in the necessary points of grab rail.		
56.	Foot step	Foot step shall be provided as per AIS-052 with retractable facility for the		
57.	Panel beading	lower foot step for one door preferably at the front .		
58.	Roof grab rail brackets	As per AIS 052		
59.	Floor material	3mm Aluminum Chequered Sheet with cats paw design / similar.		
60.	Front windscreen (laminated ) glass:	Single piece laminated safety glass, with PVB film interlayer as per IS 2553 (part-2)-1992/ latest		
	Glass Fitment	Front wind shield glass shall be fixed by EPDM Rubber beading. 'H' type beading preferred.		



Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
	Size & design of glass	Standard designs and also as per table 22 of AIS 007		
61.	Rear windscreen glass	Single piece flat toughened glass- IS:2553 (part-2)-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.		
62.	Side windows:	As per AIS 052. To provide side window having more height to get sufficient air travel inside the bus to ensure comfortable travel in the tropical climate of Kerala.		
63.	Glass specifications of side windows	Toughened tinted glass IS 2553 (part-2)-1992/latest		
	Glass thickness:	As per AIS 052		
	Colour of glass	As per CMVR 100		
64.	Rear view mirrors	As per AIS 052		
65.	Fitment of Rear view mirror	Stainless steel C-brackets, Left side rear view mirror should visible to driver through Front Wind Screen glass		
66.	Seat (Seats sample: 3 sets of 3 seater and 3 sets of 2 seater which is offered to be fitted in the bus should be given as sample to KSRTC, Thiruvananthapuram before fitment for assessing the suitability.	As per AIS-023, 3+2 pattern steel seat frame with artificial leather type upholstery seat size- 40cm x 39cm x 73 cm. Seat Cushion thickness – 15cm at front and 10cm at back, individual back rest with head rest cushion thickness – 5cm. Colour and pattern will be intimated to the successful bidder. Fully adjustable driver seat. Every seat must have its advertisement space for pasting sticker behind the head rest and back rest. Leg support shall be provided for all passengers. The dimensios of passenger seats to be as per AIS 052/AIS 023. Sufficient leg room should be provided		
67.	Conductor seat	Single seat shall be provided exclusively fitted		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		near the door and leg support shall be provided. A stay box with locking facility shall be provided exclusively for the conductor.		
68.	Dash board lighting/control lighting	As per AIS 052		
69.	Display Board	Inside LED display board to be provided		
70.	Seat area /seat space per passenger (width X depth)	As per AIS 052		
71.	Seat pitch-minimum	As per AIS 052		
72.	Seat back rest height	As per AIS 023. Every seat must have its advertisement space for pasting sticker behind the back rest.		
73.	Torso angle (degrees)	As per AIS 052		
74.	Passenger seating	As per AIS 052 & AIS 023.		
75.	Seat materials	As per AIS 052		
76.	Back rest Materials	As per AIS052 with back rest, head support and seat cushion [compliance of flammability requirement IS15061:2002]		
	Foot rest	Required for all seats		
77.	Number of seats	Minimum 50 +1D (3 x 2 seat layout)		
78.	Head Rest	Required with advertisement space.		
79.	Seat arm (Arm rest)	Required for all seats at aisle.		
80.	Sun visor	Required		
81.	Seat belts & their anchorage	As per AIS 052. should be provided to all seats where there is no provision for grab support		
82.	Driver seat	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 – 052.		
83.	Driver's working space	As per AIS 052.		
84.	Air vent for driver	Proper air ventilation facility to be provided for driver with opening and closing facility and prevention from		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		water entry.		
85.	Bottle Holder for driver	A bottle holder of 2 Ltr size should be provided on the driver door in such a way that it is easily accessible.		
86.	Heat resistance	<b>Bonnet</b> of the engine compartment should be PUF (Poly Urethane Foam) insulated and noise free as per CMVR / Industry standards. <b>Inside roof:</b> Suitable heat resistant material to avoid heat transfer to the passenger saloon area		
87.	Corrosion prevention treatment	As per clause 3.17 of AIS 052		
	Internal surfaces of structural members			
	External surfaces of structural members			
	After drilling holes/welding			
88.	Primer coating	As per clause 3.17 of AIS 052		
89.	Body Painting:	PU Paint to be used		
90.	Body Colour and Design	Will be given by KSRTC		
91.	Electrical system, electrical cables and conductor cross section	BIS marked, copper conductors with fire retardant insulation as per BIS: 6722:2006. Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm.		
92.	Fuse	As per AIS 052		
93.	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts			
94.	Location of cables away from heat sources			
95.	Type approval of circuit diagram as per standards related to electric equipment/wiring			
96.	Battery cut – off switch (isolator switch):	Shall be positioned near driver seat for easy and quick operation by driver.		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
97.	Wind screen wiper:	As per table 22 of AIS 007		
98.	Wiper motor:	Variable speed with time delay relay as per AIS 11		
99.	Wiper arm/blade:	As per AIS 019/AIS 011		
100.	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.		
101.	Lighting- internal & external and illumination	As per AIS 052 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.		
102.	Driver seat belt & anchorage duly type approved.	As per CMVR & AIS 052 conforming to AIS 005 & 015		
103.	Fire extinguisher:	As per AIS 052/CMVR		
104.	First aid box:	1 number fixed metallic box as per provision of CMVR		
105.	Handholds:	As per AIS 052, fixed type preferred.		
106.	Stanchions:	As per AIS 052. Stainless steel 38 x2mm All stanchion brackets should be of metallic type.		
107.	Window guard rails:	As per AIS 052, 19mm - Stainless Steel pipe with sturdy steel bracket.		
108.	Entrance/exit guard/step well guard:	As per AIS 052, step well guards made of stainless steel pipe of 25mm x 2mm. No seats shall be fitted obstructing the free access to emergency door. One grab rail above the emergency door is required. Foot rest come guard to be provided in front of seats behind emergency door.		
109.	Emergency exit doors, warning devices etc.	As per AIS 052 /CMVR		
110.	Front/rear door, step well lights, door open sign	LED bulb as per AIS 008		
111.	Mirrors right/left side exterior	Convex as per AIS 001 & 002. interior with double		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
	/interior:	curvature		
112.	Towing device front/rear	As per CMVR & IS 9760-ring type		
113.	Warning triangle	As per AIS 052/CMVR		
114.	Bumpers-front and rear	As per AIS 052, Detachable type, easily removable in order to support the engine.		
115.	Luggage Box / Courier Box	As per AIS 052 and mutually agreed by the purchaser and bidder with scope for maximum space for the provision of courier supply.		
116.	Electronic Ticketing Machine Box	ETM Box of suitable size with lock and key facility for keeping ETM		
117.	Inside luggage carrier	As per AIS 052		
118.	Roof hatch	Minimum 2 nos. to be provided		
119.	Mobile Charging unit	One each in each seat row 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.	Destination Board	<p>4 Nos. of Destination Board to be provided as per AIS: 052. Full length LED Display board</p> <p>Front Destination Board</p> <p>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.</p> <p>Left, Right and Rear Destination Board (3 Nos.)</p> <p>Length: 103 cm Height: 23 cm Width: 5.8 cm</p>		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		<p>3 LED board in other three sides, one line with big font and two lines in orange colour.</p> <p>Destination Boards on all four sides to be independently programmable through transfer of data via blue tooth, Wifi and USB port.</p>		
122.	Dash Board Camera	<p>Dash board camera 5 Nos. to be provided with all accessories, supporting softwares and monitors as required</p> <p>e. Facing towards the front</p> <p>f. To view interior</p> <p>g. To view driver</p> <p>h. Two on either sides.</p>		
123.	Driver Cabin Separation	<p>Should be separated from passenger saloon as per AIS 052 Stainless steel tube structure, fencing type this separation should not restrict the driver seat position adjustments and a suitable fan may be provided.</p>		
124.	Accessories	<ol style="list-style-type: none"> <li>1. 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>2. One Window glasses of each kind used in the bus to be supplied as spare for every 10 buses.</li> <li>3. One diagnosing tool should be supplied for every 40 buses.</li> <li>4. Laptop will be provided by KSRTC. One hand held tool</li> </ol>		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		with necessary software will be provided for every 40 buses.		
125.	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.		
126.	Paneling Materials	<ol style="list-style-type: none"> <li>1. Out side Roof : Aluminium Coil Sheet (minimum 0.9mm) Bitumin tape should be used at all joint areas to arrest water leakages)</li> <li>2. Inside roof: Aluminium</li> <li>3. Inside below window sill: Stainless steel Gr.304</li> <li>4. Window sill flaps : stainless steel Gr. 304</li> <li>5. Inside window pillar flaps: stainless steel Gr.304.</li> <li>6. Front and Rear face paneling : FRP</li> <li>7. All remaining paneling : Aluminium / GI Sheet</li> </ol>		
127.	Conductor bell	Iron - Nickel plated type with mounting bracket and lever		
128.	Safety bracket for propeller shaft	As per KMVR		
129.	Courier Box	Safe secure courier box to be provided at convenient location near the driver.		
130.	Safety bracket for diesel Tank	Required (Fully covered Grill type)		
131.	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.		

Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
132.	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/Mechanical Stay rod for the support in opened condition. The opening should be sufficient for the easy removal of inter cooler radiator etc and refitting of these items.		
133.	Gear box inspection cover	75x50mm size inspection cover shall be provided		
134.	Vehicle location tracking device and emergency button	To be provided as per specification of AIS 140  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.		
135.	Warranty	The Fully Built DIESEL Bus offered should have a Chassis warranty for a period of 3Years/ 3 Lakh Km and Body warranty for a period of 24 months / 2 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 and 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.		
136.	Certifications	Comply with a) CMVR and KMVR requirements b) Type approval certificate		



Sl. No	Characteristics	Specification Details	Compliance Status Y/N	Remarks, if any
		by any authorized agency in CMVR 126 c) Compliance to strength of super structure- AIS 031 d) Compliance to Bus Body Code AIS 052 & ITS AIS:140 e) Compliance of flammability requirements as per IS 15061:2002 f) Certificate issued by ARAI		
137.	Stage inspection of prototype bus by KSRTC team at the production site	1. After the completion of super structure (before paneling and fixing of platform) 2. After completion of whole work. The supplier should make arrangements for the inspection timely.		

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 bus body.

SI.No	Characteristics	Materials used	Specificatio n 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  
Date:

Signature with Name, Address  
of 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. **S001- SRA01/37/2024 – Store KSRTC – HQ dtd: 07.11.2024** for the supply of **Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest 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/-)**

To

The Chairman and Managing Director  
KSRTC, Thiruvananthapuram,  
Kerala

Sir,

Sub: e-Tender for the Supply of **Fully Built Non – AC Super  
Fast Diesel Propelled Buses conforming to BS VI  
norms or latest as per CMVR Norms** - reg.

Ref: Your **Tender No. S001-SRA01/37/2024–Store KSRTC-HQ  
dtd: 07.11.2024**

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)**

## KSRTC

### (ANNEXURE – I)

(Proforma of Certificate be furnished along with Technical Bid)

#### GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF **Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms**

**NIT No. S001- SRA01/37/2024 – Store KSRTC – HQ**

**DATE: 07.11.2024**

1. The rate quoted shall be for **Fully Built Non – AC Super Fast Diesel Propelled Buses conforming to BS VI norms or latest as per CMVR Norms** for delivery at KSRTC, Thiruvananthapuram including GST, Transportation charges, Insurance, Road tax Octroi, Cess and all other incidental charges. 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 Company 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 Company are to be executed within the time limit specified. In the event of accepting the contract 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 Company 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**

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.

2. 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.
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.

**Bus Body**

1. 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.
2. 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)



**Annexure – J**

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

**{Notarization is Mandatory}**

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

**Anti-Blacklisting Certificate**

Tender No:

Date:

M/s..... (Name  
of the Bidder), (the names and addresses of the  
registered office) hereby certify and confirm that we or  
any of our promoter/s / director/s are not barred by State  
Government / any other Government entity or blacklisted  
by any state government or central government /  
department / Local Government / agency in India or from  
abroad from participating in Project/s, as on  
the.....(Last date of submission of Bid).

We further confirm that we are aware that our  
Application for the captioned Project would be liable for  
rejection in case any material misrepresentation is made  
or discovered with regard to the requirements of this  
tender at any stage of the Biding Process or thereafter  
during the agreement period. Dated this  
.....Day of ....., 2024.

Name of the Bidder :

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

(Seal of the Tenderer)

**Annexure - K**

(Proforma of Certificate be furnished along with Technical Bid)

**POWER OF ATTORNEY**

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorise Sri/Smt .....(name and address) who is presently employed with us and holding the position of ..... As our attorney, to act and sign on my/our behalf to participate in the tender No. for the procurement of Fully Built Non – AC Short Distance Fast Passenger 10.5 Mtr 4-Cylinder Diesel Propelled Buses.

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 Purchase order & the subsequent contract executed with KSRTC. His / her signature is attested below

Dated this the \_\_\_\_ day of

2024

For\_\_\_\_\_

(Name, Designation and Address)

Accepted

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

(Name, Title and Address of the Attorney)

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

**Appendix – III**

**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.

AND WHEREAS the Contractor has as security for the due fulfillment of  
his obligations under this deed deposited **Rs** \_\_\_\_\_  
**(Rupees \_\_\_\_\_)** being 5% of the estimated  
value of the contract in the form of the letter of Guarantee **BG No.** \_\_\_\_\_  
\_\_\_\_\_ from \_\_\_\_\_ Bank approved by  
the Company. (scheduled banks)

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 conform 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:** \_ \_ \_ \_ \_ \_ 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 contractor 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)

Signed, Sealed and delivered by:

Shri: ..... General Manager, for and on behalf of  
the **KSRTC**

..... (Signature)

In the presence of Witnesses:

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

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