

KERALA FIBRE OPTIC NETWORK LIMITED (KFON LTD)
THIRUVANANTHAPURAM



TENDER REF NO: KFON/VEH/2024-25/003

TENDER FOR

**HIRING OF AIR-CONDITIONED VEHICLES FOR KFON
LTD AT THIRUVANANTHAPURAM.**

**Kerala Fibre Optic Network Limited, IInd
Floor, B Block, Jeevan Prakash, LIC Divisional
Office, Pattom, Thiruvananthapuram – 695 004**

1. NOTICE INVITING TENDER

TENDER REF NO: KFON/VEH/2024-25/003

Tenders under two cover bid system (item rate) are invited from experienced, competent agencies/firms for the following:

Name of Activity	Hiring of Air-conditioned vehicles for KFON LTD Head Office at Thiruvananthapuram.
Period of Contract	12 months
Earnest Money Deposit	Rs. 27,000/- Demand draft in favour of Kerala Fibre Optic Network Limited, payable at Thiruvananthapuram
Price of Tender Form	Rs.2,500/- + GST@18% (Total Rs. 2,832/-) Demand draft in favour of Kerala Fibre Optic Network Limited, payable at Thiruvananthapuram
Last date of submission of Tender	Up to 17:00 hrs. on 21-02-2025
Date of opening of bid	at 11:00 Hrs on 22-02-2025
Firm period of the Tender	120 days from the date of opening of bid.

Sl. No.	Vehicle Brand	KM limit per Month(per vehicle)	No. of Vehicles required	Period of Contract*
1	Tata Zest / Maruthi SwiftDZire / Honda Amaze / or any sedan model vehicle (Vehicles with original registration on or after 01.01.2021) (Location: Head office at, Thiruvananthapuram)	1500	2	One Year*

*Period can be extended up to two years or reduced as per requirement. KFON LTD can increase or decrease the no. of vehicles at any point of time as per requirement.

Date: 06-02-2025

Place: Thiruvananthapuram

Managing Director

KFON LTD

2. MINIMUM ELIGIBILITY CRITERIA

1. The bidder should have at least 4-year experience in providing vehicles services to reputed institutions. (Experience Certificates to be submitted with KFON LTD to prove the previous experience of the bidder)
2. The bidder should own or have on lease, at least 3 vehicles including those quoted by the bidder, registered as taxis i.e., Cars & vehicles with permit from RTOs as taxis.
3. The bidder should have provided car rental services to at least one Government firm for at least two years within past 3 years from the date of this tender. (Valid documents to be produced to prove the experience.)
4. The bidder should have valid GST registration.
(The proof of the above shall be submitted as PDF format in designated cover Scanned copies of documentary evidence for the eligibility criteria shall be submitted)

Procedure for submitting the bid

The procedure for submitting the bid is as follows:

1. The Bids should be submitted only through the e-tender portal www.etenders.kerala.gov.in on or before 05:00 PM, 21st February 2025. Both technical and financial bids shall be submitted online through <https://etenders.kerala.gov.in> and in accordance with the instructions given in this tender document. Technical bids should be submitted in the format given. The financial bid offering the rates should be exclusive of all taxes that have to be submitted in BOQ specific to the tender. The financial bids submitted in any other format will be treated as non-responsive and not be considered for evaluation.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

The technical proposals will be opened online, by Managing Director, Kerala Fibre Optic Network Limited or his authorized representative or by a committee constituted for this purpose on 22nd February 2025 at 11.00 AM. Financial bid will not be opened until technical evaluation has been completed, results approved and notified to all qualified bidders for bid opening.

2. The last date for submission of proposal is on or before 21st February 2025, 17:00 Hrs.

REJECTION OF APPLICATION

- Applications, which are incomplete, ambiguous and not accompanied by the documents asked for. Even though an applicant may satisfy the minimum criteria of KFON LTD for empanelment, his application is liable for rejection, if he has record of poor performance such as abandoning of work, not properly completing the work, delay in completion of work, poor quality of work, financial failure/weakness etc.
- Application in respect of which canvassing in any form is resorted to by the applicants.
- If the applicant made misleading or false representation or deliberately suppressed the information in the application form and documents etc. or resorts to unfair methods in creating circumstances for the acceptance of his application.
- Any entity which has been barred by the Central / State Government of India, or any entity controlled by Central/State Govt. from participating in any project, and the bar subsists as on date of proposal, are not eligible to participate in the tender.

Managing Director
KFON Ltd
Thiruvananthapuram

3. EMD/ SECURITY DEPOSIT/TENDER FEE

- a. The bid shall be accompanied by Earnest Money Deposit of Rs.27,000/- (Rupees Twenty-Seven Thousand only).
- b. **Online Payment modes:** The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

State bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet banking Options (Retail)			
1	Allahabad bank	32	Kotak Mahindra bank
2	Axis bank	33	Lakshmi Vilas bank
3	Andhra bank	34	Mehsana Urban Co-op bank
4	Bandan bank	35	NKGSB Co-operative bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce

6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnadu Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank

16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the eProcurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other banks* will be shown. Here, Bidder may proceed as per below:

- a. SBI Account Holders shall click SBI option to with its Net banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b. Other bank Account Holders may click Other banks option to view the bank selection page. Here, bidders can select from any of the 54 banks to proceed with its Net banking Facility, for remitting tender payments.
*Transaction Charges for Other banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-
* Bidders who are using Other banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.
Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “Success” during bid opening.
- c. Tenders submitted without payment of EMD shall be summarily rejected.
- d. EMD deposited with ACCEPTING AUTHORITY will be forfeited,
 - i. if a bidder withdraws his bid during the period of validity specified.
 - ii. if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required performance guarantee, additional performance guarantee and security deposits.
- e. EMD of the successful bidder will be refunded without any interest to the Contractor after remittance of the performance security deposit and execution of the agreement. EMD of the unsuccessful tenderers will be refunded without any interest after Award Of Contract (AOC).

3.1. Performance Security (SD):

- a. The successful bidder shall be required to deposit an amount of Rs.30,000/- (Rupees Thirty Thousand Only) within seven days of award of contract as Performance Security (SD) or the EMD submitted by the bidder shall be converted as security deposit.
- b. Performance Security (SD) will be discharged after completion of Service Provider's performance obligations under the contract.

- c. If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for KFON LTD to forfeit either whole or any part of performance security (SD) furnished by the bidder as compensation for any loss resulting from such failure.

4. **GENERAL CONDITIONS OF CONTRACT**

4.1. The bidder should own or have on lease, at least 3 vehicles including those quoted by the bidder, registered as taxis i.e., Cars & vehicles with permit from RTOs as taxis. The bidder should submit the full details of the vehicles and a clear declaration that he/she will be able to supply commercial vehicles with original registration on or after 01.01.2021 shall be provided along with proof of RCs and Lease Deeds at the time of submission of bids.

Tenders are invited for the hiring of the following vehicles and their respective requirements are as follows:

Sl. No	Vehicle Brands preferred	KM limit per Month (Per Vehicle)	No. of Vehicles required	Period of Contract*
1	Tata Zest / Maruthi Swift DZire / Honda Amaze / or any Zedan model (Vehicles with original registration on or after 01.01.2021) (Location: Head office at, Thiruvananthapuram)	1500	2	One Year*

**Period can be extended or reduced as per requirement*

*** KFON LTD can increase or decrease the no. of vehicles at any point of time as per requirement.*

4.2. The Bidder is required to provide commercial vehicles fully conforming to RTO/KMVD regulation along with fuel, Driver with proper dress code etc. and carryout periodical maintenance and execute the work through their Supervision.

4.3. KFON LTD may or may not amend the terms and conditions of the tender document on the basis of feedback obtained based on the published Tender, with a view to obtain maximum number of competitive bids.

4.4. The rate quoted by the bidders shall be exclusive of GST. GST at the applicable rate shall be paid along with bills.

- 4.5. Income tax and surcharge on Income tax, GST TDS at the rate prevailing at the time of payment will be deducted from each bills.
- 4.6. Minor infirmities in the submission of the documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- 4.7. There will not be any individual communication in respect of general notices, amendments etc. The prospective officers are advised to check for e tender portal for updates on a daily basis. Individual communications will only be issued in exceptional cases, at the discretion of the Tender Inviting Authority. All notices/information will also be disseminated through the etender portal, and it will be binding on the Bidders. The prospective Bidders are advised to check the portal on a day-to-day basis till the tender is concluded.
- 4.8. Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.
- 4.9. Service to be provided is supply on demand, vehicles with licensed drivers, registered as commercial vehicles (taxis) on hiring basis for running within the jurisdiction of Kerala. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
- 4.10. Duty hours of vehicles is for Twelve hours per day, i.e. 08.00 a.m. to 8.00 p.m. However, the vehicle shall be made available on request at any time.
- 4.11. The working days shall be 6 days in a week from Monday - Saturday. However, based on the requirements, the bidder shall provide vehicle/vehicles on Sundays and Holidays also. If vehicles are to be provided on Sundays, an amount of Rs.200/- can be charged per day as holiday allowances. No extra charges will be paid for all other holidays.
- 4.12. The vehicles shall be stationed at the KFON Head office, Pattom.
- 4.13. Vehicles hired by KFON LTD will be sent for out station duty. An amount of Rs. 500/- per day will be paid for out station stays (If, staying at outside Trivandrum district) only. The driver shall arrange for accommodation and food by his own means. KFON LTD reserve no obligation to arrange for accommodation or other facilities for the driver.
- 4.14. Counting of Distance will be from the starting point and closing point of the user which is normally the KFON LTD Offices.
- 4.15. Accuracy of Meters will be checked periodically by any authorized officer of KFON LTD and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by KFON LTD, which may even lead to termination of Contract.
- 4.16. Service Provider should comply with the following:

- a. It is mandatory to have the Registration with GST, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
- b. It is the responsibility of the bidder to make all necessary statutory payments in respect of the drivers engaged and shall indemnify KFON LTD from any claims arising thereof. The drivers so engaged shall under no circumstances be treated as employees of the KFON LTD.
- c. Contact details along with Landline and Mobile numbers are to be provided where requisition of vehicles can be conveyed all the 24 hrs.
- d. Assign driving to only qualified, experienced, licensed and well-disciplined drivers with taxi badge (if applicable) and also assume full responsibility for the safety and security of the officers/officials and store items during the vehicle usage. The bidder should submit a police verification certificate for the driver/drivers, to be deployed for duty, from an Officer from the Police Station of the area he belongs to, as per the standard format and should be submitted to KFON LTD within 10 days after awarding the contract.
- e. Attested copy of driving licenses of the drivers should be submitted to the Officer of KFON LTD during the contractual period for verification.
- f. Proper Identity Cards after verifying the antecedents of his drivers through Local Govt. offices.
- g. The driver should be below the age of 50 years.
- h. Based upon the evaluation of the credentials or performance, KFON has the authority to accept or reject the service of a driver.
- i. Drivers should be allotted with mobile phones and the same should be available to contact on duty days / hours.
- j. The Drivers allotted should not be changed without valid reasons and the same should have prior approval from KFON LTD.
- k. The attested copies of R/C Book, Insurance policy and tax token of the vehicle/vehicles supplied under this contract should be submitted to the Officer of KFON LTD and will be subject to scrutiny.
Govt. Tax / Levy / Duty other than GST for plying the vehicles will be borne by the bidder.
- l. The registration numbers of the vehicles to be provided as part of the contract should invariably be quoted in the bid.
- m. Vehicles, mentioned in the Contract document, should not be changed without valid reasons and the same should have prior approval from KFON LTD.

- n. Consumables like fuel, lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- o. Trip sheets to be maintained by the drivers. Trip sheets without proper signature shall not be considered for monthly payment.
- p. The releasing time of the vehicle is the time specified in the trip sheet duly signed by the last user of the vehicle.
- q. Vehicles Up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by designated officer from Officer of KFON LTD with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- r. Name boards such as '**On Contract with Kerala Fibre Optic Network Ltd**' to be displayed on front and rear (Black letter in Medium blue background as per RTO/KMVD rules),*i.e. above the front and rear number plates of all vehicles provided* during the contract period without any extra cost to KFON LTD. The specifications of the same will be intimated once the contract is awarded. Vehicles without the name board shall not be permitted for duty under any circumstances.

4.17. **Debarring Conditions:**

- a. No vehicle should be supplied having registration in the name of employee of KFON LTD or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- b. No sub-contracting of the Service allotted is permissible by KFON LTD. The near relatives of all KFON LTD employees either directly recruited or on deputation are prohibited from participation in this tender.
- c. The tampering of meter reading, vehicle usage timings, overwriting of summary /log sheet, mismatch in total km run for trip/trips with actual distance and misbehavior of driver including absence of proper uniform, consumption of liquor etc while on duty shall be viewed very seriously, leading to even cancellation of contract.
- d. Service Provider shall not engage any person below 18 years of age.
- e. Service provider should submit the police verification certificate of the driver deployed for duty as per the standard format from the concerned Police station, where the driver belongs. Drivers without proper police verification certificate shall not be allowed to perform duty under this contract.
- f. Misbehavior of the driver to any designated officer of KFON LTD during duty hours. Deputing drivers showing any misconduct, pilferage,

misbehavior or having any criminal background etc will be viewed very seriously, even leading to the termination of the contract.

- g. Usage of Alcohol/drugs/smoking etc during duty hours by the drivers, especially in the premises of SHA or during out station duty.

4.18. Guidelines for preparation of Tender

- a. The bidder shall bear all costs associated with the preparation and submission of its bid and KFON LTD 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.
- b. The tender once submitted will not be altered in any case and should not have any scope of ambiguity, cutting or overwriting. In case of overwriting /cutting if any, it must be authenticated with signature of the bidder.
- c. The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the bidder 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.
- d. In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected. All pages of the bid, except for un-amendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.
- e. A copy of the complete tender document and amendments if any duly signed on every page by the bidder or the authorized representative shall be enclosed as part of the bid as a proof of having read and accepted the terms and conditions of the tender document.
- f. The tender shall be typewritten or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the Contract with Tender Inviting Authority. The letter of authorization, to the satisfaction of the Tender Inviting Authority, shall be submitted as by written power-of-attorney accompanying the bid/resolution of the board of directors etc.
- g. An offer submitted in vague /ambiguous terms and the like, shall be termed as non- responsive and shall be summarily rejected.
- h. A prospective Bidder requiring any clarification of the tender documents may notify the Tender Inviting Authority in writing by email or fax or letter at the Tender Inviting Authority’s mailing address/fax number/post address indicated in this tender document. The Tender Inviting Authority will respond to any request for clarification of the tender Documents which it receives before 2 days

prior to the deadline for submission of bids.

- i. Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority. However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

4.19. Bid Evaluation

- a. Price Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
- b. The procedure adopted for comparison of bids shall be on the total cost of hire of the services of vehicles indicated NIT, inclusive of taxes.
- c. The additional kilometer charge for all categories will be reimbursed to the contractors at the following rates.

Sl. No.	Km limit per month	Amount Fixed for every additional KM	Driver Bata for extra hours (Per Hour)	Holiday BATA	Outstation stay allowance
1	1500	Rs. 16	Rs.50	Rs.200	Rs.500

Extra hour bata cannot be claimed together with outstation allowance.

4.20. Right to Accept or Reject:

KFON LTD shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of KFON LTD.

4.21. Award of Contract

- a. KFON LTD shall award the contract to those bidders whose offers have been found technically, commercially, and financially acceptable. The bidder shall within 7 (Seven) days of issue of the award, shall execute an agreement in Rs.500/- Kerala Stamp paper along with the performance

security (SD) and also to be prepared for commencing the service, from the date of signing of Contract.

4.22. Right to vary quantities

KFON LTD reserves the right at the time of award of contract or at any time during the period of contract to increase the total quantity of services specified in the schedule of requirements, i.e. one vehicle without any change in hiring charges and other terms and conditions. If the contractor is not in position to supply additional vehicles, then the additional vehicle requirement will be fulfilled from the next eligible bidder at L1 rate.

4.23. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

4.24. Notices

- a. The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process.
 - i. The tender notices, documents, corrigendum, addendum etc if any.
 - ii. Amendments to the tender conditions, if any.
 - iii. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
 - iv. 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.

4.25. Annulment of Award

Failure of the successful bidder to comply with the requirement of the tender shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security (EMD) in which event KFON LTD may make the award to any other bidder at the discretion of KFON LTD or call for new bids.

4.26. Period of validity of bids

- a. The bid shall remain valid for 120 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by KFON LTD as non-responsive.
- b. A bidder accepting the request of KFON LTD for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

4.27. Duration / Period of Contract:

- a. The contract will be awarded for 1 (One) year from the date of execution of agreement by the successful bidder with KFON LTD. However, extension for the third year / part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the contractor including the class of services offered etc. on mutually agreed terms.

4.28. Terms of Payment:

- a. Monthly GST bills of vehicles shall be submitted in triplicate to the authority specified in contract along with the original of the completed trip sheets duly signed by the users of the vehicle by the 5th of the following month for payment. In case, the bills are not submitted to KFON LTD as per above schedule, it will not take responsibility for delay in payment.
- b. It should be ensured that there is no overwriting in the Trip sheets. In no case, Trip sheet without signature will be accepted for payment and if it is found so, the amount will be disallowed. Also trip sheet found with corrections without the signature of concerned officer of KFON LTD, tampering and irregular with the registers kept by the KFON LTD including the vehicle in and out register, drivers' duty register etc. will also be not considered for the payment.

4.29. Insurance

- a. The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. KFON LTD shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on KFON LTD, the same shall be reimbursed/indemnified by the Contractor.

4.30. KFON LTD will not have obligation:

- a. No liability whatsoever for payment of wages/salaries /other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Contractor shall indemnify KFON LTD against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- b. No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to KFON LTD have to be suitably compensated by Service Provider.
- c. Not be responsible for theft, burglary, fire or any mischievous deeds by his staff. Not be responsible to any penalization finalized by MVD/RTO authorities, due to

- the absence of any statutory requirements such as absence of uniform for driver, absence of copies of vehicle documents, rash driving of the vehicle etc.
- d. Contractor shall be the employer for his workers and KFON LTD will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

4.31. Miscellaneous Conditions:

- a. The technically qualified bidder with the lowest evaluated price for the respective category of vehicles mentioned in the bid will be considered.
- b. In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- c. KFON LTD reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with KFON LTD and blacklist such bidder / bidders for a suitable period in case they fail to honor their bid without sufficient ground.

4.32. Penalty for breach of terms & conditions:

- a. In case of Drivers reporting for duty without proper dress code, a penalty of Rs. 100/- will be charged per instance and the same will be deducted from the current month bill. If the driver reported for duty without proper dress code for more than four days of a month, measures will be taken to remove the contract of the concerned contractor after issuing notice seeking explanation regarding.
- b. In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges of another vehicle equivalent, on pro-rata basis for the period. If the number of unavailability of vehicle exceeds three times in a month without providing any alternative measures, the contract shall be terminated without any notice and the KFON LTD will consider the next eligible bidder for occupying the same.
- c. In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle, the hire charges incurred for an alternative vehicle on the same category used till the time the replacement, is deducted from monthly bill of the bidder. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed in addition to the hire charges of the additional vehicle and also measures will be taken to remove the contract of the concerned bidder.
- d. The penalty for temporary absence during duty hours without valid permission shall be Rs.100/- per hour of absence along with the hire charges incurred for an alternative vehicle on the same category used till the replacement of the same. If the number of hours of un- authorized absence of driver for duty exceeds 24 per month, measures will be taken to remove the contract of the concerned bidder. Also, KFON LTD will consider the next eligible bidder for executing the service, in place of the contractor.
- e. If the vehicle provided by the contractor is found to be not in good condition or without proper document or falls in different category; then the mentioned vehicle may be rejected and sent back. No payment shall be made on account of

such rejection.

- f. No payment will be made for vehicles supplied by the Service Provider originally registered with RTO before 01.01.2021. In case of providing alternate vehicle other than the vehicle quoted, such vehicles should also comply with the terms & conditions mentioned in this tender.
- g. No payment will be made for vehicles supplied by the Service Provider without proper name boards. The clause mentioned shall be applicable to the alternate vehicles provided, if any.

4.33. Force Majeure:

a. If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of SHA as to whether the contract have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

4.34. Jurisdiction of Courts:

a. The District Court of Thiruvananthapuram, Kerala has exclusive Jurisdiction to determine any proceedings in relation with this contract.

4.35. Termination of Contract

- a. In case of any default by the Contractor in terms of service (such as unavailability of vehicle/driver, improper vehicle condition) and / or in any of the terms & conditions (as given in the Tender Document), KFON LTD may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 15 clear working days' notice in writing to the Service Provider.
- b. All instructions, notices and communications etc. under the contract given in

writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

- c. Notwithstanding anything contained herein, KFON LTD also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days' notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

4.36. Set Off (Recovery of Sum due):

- a. Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by KFON LTD and set off the same against any claim of KFON LTD for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with KFON LTD.
- b. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be deducted from any sum due to the Service Provider under this contract. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to KFON LTD on demand the balance amount, if any, due to KFON LTD within 30 days of the demand by KFON LTD.
- c. If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

ANNEXURE I
TECHNICAL BID

Sl. No.	Particulars	Remarks
1	Name : Address : E-Mail ID : Contact No. of Bidder : (Land No. & Mobile No.)	
2	Income Tax Permanent Account Number (PAN) (Attach Proof)	
3	IT Returns of assessment years 2021-22, 2022-23 and 2023-24	
4	GST Registration number (attach Proof)	
5	Experience proving Total 4 years of service	years
5	Experience from the Govt. / PSU Companies (Attach copy of the performance certificate) If any years
6	Total No. of taxis / Vehicles owned by the bidder (Copies of the RC Books and other details of the Vehicles should be attached)	

Details of Vehicle						
Sl. No.	Make	Seating Capacity	Model	Date of original registration	Odometer reading	Registration Number
1						
2						
3						

I hereby agree to provide the vehicles as per the terms & conditions mentioned in this tender by KFON LTD.

Signature

Place:
Date:

Name & Address of the Agency/
Contractor/vehicle owner