

KERALA STATE ROAD TRANSPORT CORPORATION

TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023

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

E-mail: estate@kerala.gov.in Web: [www.keralartc.com](http://www.keralartc.com/)

**TENDER No. ES03/15/2025 EST KSRTC HQ Dtd: 23.04.2025**

# NOTICE INVITING TENDER (NIT) E-Tender cum Auction

**E-TENDER CUM AUCTION ARE INVITED FROM INTERESTED PARTIES FOR AWARDING LICENSE FOR INSTALLATION & OPERATION OF DIGITAL BIG SCREENS FOR THE DISPLAY OF ADVERTISEMENTS IN KSRTC BUS STATIONS FOR A PERIOD OF 2 YEARS EXTENDABLE UPTO FIVE YEARS ON YEARLY BASIS.**

**COMMERCIAL BID**

|  a | Tender No. & Date | TENDER No S001-ES03/15/2025-EST dtd.23/04/2025 |
| --- | --- | --- |
| b | Tender Details | E-tender cum Auction are invited from interested parties for awarding license for installation & operation of digital big screens for the display of advertisements in KSRTC bus stations for a period of 2 years extendable up to 5 years on yearly basis. |
| c | Place of Opening | Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram. |
| d | Tender Form Fees (Non Refundable)  | Rs.11,200/- (Rs. 10,000/-+ GST@ 12%) (Rupees Eleven Thousand and Two Hundred only) |
| e | Earnest Money Deposit. (EMD) EMD Exemption NOT allowed. | Rs. 2,00,000/- (Rupees Two Lakh Only) |
| f | Mode of Payment of EMD & Cost of Tender | Online through SBI Internet Banking/NEFT through e-procurement portal. EMD & Tender Fee should be remitted as a single transaction. Split payment is not allowed. |
| g | Mode of Submission of Tender | Tender should be submitted online through e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) |
| h | Contact address/ Telephone number for enquiry and doubts | Estate Officer, Transport Bhavan, Fort, Thiruvananthapuram-695 023Telephone No:+91 9188619384, 0471-2471011-(Extn : 232) E-mail: estate@kerala.gov.in |
| i | Contact address/ Telephone nos. for help in case of any doubt in e-tendering process (Help desk)  | 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 Website: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) |
| j | Tender inviting Authority | Chairman and Managing Director,Kerala State Road Transport Corporation,Transport Bhavan, East Fort, Thiruvananthapuram –695023 |

**Important Dates**

|  |  |  |
| --- | --- | --- |
| Sl NO | Particulars | Date and time |
| 1 | Date of release of tender  | 23.04.2025 (11:00 AM) |
| 2 | Pre-Bid Date | 08.05.2025 (03:00 PM) |
| 3 | Online tender submission Start Date | 24.04.2025 (10:00 AM) |
| 2 | Online tender submission End Date | 22.05.2025 (05:00 PM) |
| 3 | Date of online Technical bid opening | 24.05.2025 (11:00 AM) |
| 4 | Date of opening of the price bid | Will be informed to the qualified bidders after technical-bid evaluation and publishing the results. |

1. **Introduction**

 Kerala State Road Transport Corporation (KSRTC) is the public transport undertaking in Kerala constituted under the provisions of the Road Transport Corporation Act,1950 is operating buses from different bus depots and operating centres across Kerala. KSRTC intends to provide license to the successful bidder to display advertisements on Digital Big Screens in the available space in KSRTC bus stations / workshops (list of bus stations enclosed as Appendix-II).

1. **Objectives**

 Tender for Installation and operation of Digital Big Screens to display Advertisements in KSRTC Bus stations for which the License will be issued to the successful bidder by KSRTC based on the evaluation of the submitted tenders. Tenders are invited from bidders for Installation and operation of Digital Big Screens to display Advertisements in KSRTC Bus stations. Tenders will be evaluated on the basis of Highest License Fee quoted by the successful bidder in this E-tender cum auction. The contract is for a period of Two years, extendable by three more years based on satisfactory performance of the contractor on yearly basis.

1. **Scope of the Contract**
2. Successful bidder shall enter into the agreement within 15 days from the date of receipt of “Letter of Intent” with General Manager (Estate), KSRTC Transport Bhavan, Trivandrum on Non-Judicial Stamp Paper franked with requisite stamp duty at his / her own cost as prescribed by Government from time to time, duly paying requisite Security Deposit.
3. Hereinafter, the successful bidder will be called as the “Contractor” for Display of Advertisements on Digital Big Screens in the KSRTC premises based on the highest License Fee offered in the e-tender cum auction.
4. The contractor shall carryout the required Civil & Electrical works for the installation and operation of the Digital Big Screens in the bus station premises.
5. Any expenditure towards repairs & maintenance of civil & electrical works and for improvement of Digital big screens shall be borne by the contractor during the subsistence of the contract period.
6. Identification and allotment of space in the premises of KSRTC for the installation of Digital big screens to the contractor is at the discretion of KSRTC. The decision of KSRTC authorities is final in allotment of space for installation of digital big screens.
7. KSRTC will assist the operator to obtain the Electricity service connection & sub-meters at depot bus station. The Electricity charges are to be borne by the contractor as stipulated by the Corporation from time to time. Necessary wiring and MCBs as per site requirement shall be arranged by contractor at his cost. There shall be no loose wiring in the premises.
8. The Contractor shall not employ, associate with or include as business partner any person who was a blacklisted / service defaulted / payment defaulted Contractor etc., in conducting of any business contract of the Corporation.
9. In the premises of KSRTC, contractor shall not carry out any other business except the activity of Display of advertisements on Digital Big screens in the KSRTC premises.
10. The Bidder is responsible to remove the Digital big screens from the Bus stations after expiry of the contract period. The Bidder shall not resort for display of advertisement in any Bus station after completion of the contract period.
11. No display of any advertisement shall exist in any Bus station after completion of the contract period.
12. In case the Advertising Bidder displays the advertisements after completion of contract period or within seven days from the date of termination of contract for whatsoever reasons, the advertising Bidder is liable to pay penalty at the rate of Rs.2,000 (Rupees two thousand only) per day per Bus station, for displaying advertisements unauthorized.
13. The advertising Bidder shall reimburse the consequential expenditure involved in removing Digital big screens and related material in case the Corporation removes the same. The Corporation shall also have the right to adjust the deposits made by the Bidder towards the removal charges.
14. The advertising Contractor shall bring all equipment’s and materials for displaying advertisements, at their own cost. It is also the responsibility of the advertising Contractor to take away the advertising materials immediately when the license period is completed.
15. Under any circumstances, the Bus stations should not lose its identity in the process of display of advertisements.
16. **PRE QUALIFICATION CRITERIA**

Only those tenderers who possess the following eligibility criteria shall quote their bids through online. Tenderers shall upload/submit documentary proof of eligibility criteria. Tenders which are not meeting the eligibility criteria will be summarily rejected.

1. The eligible tenderer can be an Individual/ Partnership firm/ Firm/Company/Corporation and shall fulfil the following criteria:
2. Average Annual Turnover: The average annual turnover, in advertisement business, of the tenderer for the latest three consecutive financial years shall be equal to or more than Rs.50 lakhs, proof of which shall be submitted by way of Audited Profit & Loss Account and Balance Sheet certified by authorized Chartered Accountant and Auditor's Certificate.
3. Experience: The experience of the tenderer in the advertisement field shall be for a minimum of two years in reputed public / private organizations. The tenderer should have completed 2 years of experience as on the date of submission of tender.
4. The tenderer shall upload/submit the proof of experience in the form of certificate (with details of period of experience and nature of work) issued by the concerned organization and shall be supported by copies of agreements/ work orders.
5. The bidder should have GST Registration.
6. The bidder shall not be blacklisted by the Central Government/ any State Government /any State Transport Undertaking.
7. The EMD shall be forfeited for defective submission of tenders and the consequent disqualifications.
8. Defaulters of KSRTC in payment of license fee and other violations of terms and conditions in earlier business with KSRTC not eligible to participate and shall be disqualified if found participate.
9. Bidders those who are having unsettled disputes /unnecessary litigation with existing contracts with KSRTC will be considered Disqualified.
10. **General Conditions of the contract**
11. The tenderers may inspect the Bus stations physically to have clear idea before submitting their tender.
12. The advertising Bidder shall submit proposals to KSRTC for installing Digital big screens in the Bus stations with the following details, and a technical committee of KSRTC shall evaluate and approve the locations and the quantity mentioned in the proposal. For the purpose, the interested party may visit the depots before participating in the tender:
13. Number of Digital big screens proposed to be fixed in each bus station.
14. Places/Point where Digital big screens are proposed to be installed
15. Load of Electricity required
16. Number of Electricity points required
17. Rough sketch indicating the proposed installation of Digital big screens
18. KSRTC shall have the right to reject or modify the proposal submitted by the advertising Bidder, KSRTC may decide the number of Digital big screens to be fixed in each bus station depending on the size of the bus station.
19. The advertising Bidder shall install Digital big screens only at such of the locations as approved and indicated by KSRTC of the respective depot and the same may be incorporated in the agreement indicating the locations and no. of Digital big screens installed in each bus station.
20. The advertising Bidder shall bring all equipment and materials required for display of advertisements through Digital big screens in the Bus stations at his own cost, including electric wiring, equipment, etc.
21. Open space in bus stations up to 150 sq.ft as per request of the licensee shall be provided based on the availability, for the purpose of server room for operating Digital big screens. The licensee has to pay license fee for the open space as decided by KSRTC.
22. The successful Bidder shall display advertisements through Digital big screens in notified bus stations located in Kerala (as mentioned in Appendix-II) as on the date of commencement of contract except the following:
23. Such of those bus stations that would be commissioned after the date of commencement of contract.
24. Bus Stations which are specifically excluded by an order of CMD of Corporation.
25. The Advertising Bidder shall submit the advertisement to KSRTC specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.
26. KSRTC shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable against the interests of the Corporation or the general public or not worthy for display.
27. No advertisement shall be displayed without the prior written approval of KSRTC.
28. The advertising Bidder shall display advertisements through Digital big screens without sound/ at a very minimum sound level without affecting the comfort of the public. Audio system at a high pitch will not be allowed. He shall follow the instructions issued by the Corporation from time to time.
29. The Advertising Bidder shall not undertake any advertisements for display, which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public, Religious/ political slogans and election campaigns. Corporation shall have the right to prohibit/reject such advertisements from display and the advertising Bidder shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.
30. The Advertising Bidder shall not display advertisements concerning tobacco; tobacco products, liquor, Pan-masala, alcoholic products like narcotics, obscene material or any other product prohibited by Law/under any orders issued by the Government of Kerala/Government of India/Corporation from time to time.
31. If any of the advertisements displayed which may offend the decency of any individual and claims for any compensation for damaging the social reputation and infringement of the personal privacy, the advertising contractor is solely responsible for payment of such compensation awarded in any legal suit.
32. The Advertising Bidder shall not undertake any advertisements for display of competitors in passenger transport.
33. The Contractor shall be governed by all the Statutory provisions prescribed by the State/ Central / Local Laws and shall have to obtain relevant certificate or permission or license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for installation of Digital big screens and display of advertisements.
34. The advertising Bidder shall comply with all the laws, rules and procedures laid down in the local/ within the territorial limits, in which the business is carried out and he/she shall pay all the Taxes, fees, or other sums payable to the local authorities for the purpose of carrying on the business of display of advertisements through Digital big screens in the bus stations and there shall be no dues payable to any authority.
35. The advertising Contractor shall pay GST/ other statutory imposts to the Corporation as fixed by the Government from time to time on the contract amount payable to the corporation, in addition to payment of contract amount as agreed to be paid to the Corporation every month.
36. The Bidder shall in no manner evade any governmental responsibilities and obligations in terms of practicing of laid down norms for undertaking such business activities.
37. If there are any changes in the Advertisement Policies of the Govt. / Local body etc. during the subsisting period of contract, the Advt. Contractor has to abide by the changes so made, at his/her own cost. Corporation will not bear the cost of damage / loss etc., if any caused to the Advt. Contractor due to the effect of these changes.
38. The advertising Bidder shall not engage persons below the age of 18 years for the purpose of carrying out his business of display of advertisements through Digital big screens. The persons engaged by the advertising Bidder shall not have any right or claim whatsoever, for employment in KSRTC at a future date.
39. The Contractor can take away their installed Digital big screens after successful completion of contract period. In case the Contractor fails to remove the Digital big screens within 30 days after completion of contract period, Corporation will have the right to confiscate such properties.
40. Corporation shall have the right to operate any Bus station or not to operate any bus station depending upon its exigencies. The Corporation at its discretion shall have the right to make use of the bus station for any other purpose - other than for the use of passengers/buses. The advertising Bidder shall not have any right or objection in making use of the bus station/bus station building/premises of the Corporation for other purposes.
41. Corporation reserves the right to appoint another Bidder to display advertisements through any media i.e., LED system, hoardings, electronic display systems etc., in the premises of all the Bus stations of the District and the Bidder appointed for display of advertisements through Digital big screens in bus stations shall not raise any objection nor shall claim any revenue thereof.
42. Even, when the advertisement is approved by KSRTC, the Corporation shall have the right either to reject the advertisement or to ask for modification, if in its opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public.
43. The advertising Bidder is liable for the damages caused to the Bus stations in the course of installation of Digital big screens during display of advertisements in the Bus stations or in the course of removing the equipment / machinery fixtures etc., from the Bus stations. The advertising Bidder shall have to repair the damage or remit the cost of damages as assessed by the Corporation, failing which, the cost of damage will be recovered from the security deposit.
44. The Corporation reserves the right to utilize 20% time in each Digital big screen for display of any information of its choice and the advertising Bidder shall not have any objection nor shall claim any advertisement revenue on that behalf.
45. The advertising Bidder shall display arrival and departure timings of buses on the Digital big screens for information of travelling public; free of cost. The required data in this respect will be supplied by the Corporation.
46. The Corporation is not accountable for any loss or damage that the advertising Bidder may suffer on account of any advertisements displayed or not displayed for any reason or for any other cause.
47. The advertising Bidder shall furnish information that may be required by the Corporation from time to time, connected with the business of display of advertisements through Digital big screens.
48. The advertising Bidder shall have to pay the contract amount as quoted in the Tender/as finalized by Tender Committee, irrespective of display of advertisements through Digital big screens.
49. The Corporation shall not be accountable for any loss or damage or theft of equipment- accessories etc., installed in the Bus stations by the advertising Bidder.
50. The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person /workmen engaged by the Advertising Contractor in connection with display of advertisements through Digital big screens or in case of death or injury caused to any person/ public during the course of carrying out his business. The Advertising Bidder is liable to bear all expenses and for payment of compensation in such cases.
51. The advertising Bidder shall indemnify the Corporation for any claims made by any authority and reimburse the same in case any payments are made by the Corporation.
52. In case the advertisements are not displayed due to electricity breakdown/ bundhs/war/fire/agitations/strikes or for any other internal or external factors, for a particular period or periods - the Corporation shall not be liable for any loss or damage caused to the advertising Bidder.
53. CMD of KSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition/ conditions during the subsistence period of contract. The Agent/ Agency has to abide by the conditions modified/incorporated and has to enter in to supplementary agreement with the Corporation at his/her/its cost.
54. No modification to, amendment of, or waiver of any provision of this Agreement will be binding, unless the same is made in writing and signed by the parties or by their expressly authorized representatives.
55. In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract with one month notice besides forfeiture of deposits.
56. KSRTC reserves right to order the Bidder/ agency to remove Digital big screens installed in any bus station during subsistence period of agreement depending upon its exigencies like modification/ expansion of bus stations etc,. The advertising bidder shall not have any right to object, but he may claim for proportional reduction in license fee as decided by the tender committee.
57. In case of any dispute or differences arising on the terms and conditions of the tender or contract as the case may be, the contractor may approach the Chairman & Managing Director, KSRTC for readressal.
58. **MODE OF SUBMITTING TENDERS**

 Tender documents shall be submitted through e-Tender. One for

 **Pre- Qualification Bid** and the other for **Price Bid**.

1. **Documents to be uploaded along with Pre-Qualification Bid**
	1. General information about the Tenderer (Annexure I).
	2. An affidavit as per format in Annexure– III (Anti-Blacklisting & no litigation/default Affidavit) attested by NOTARY
	3. Bidder shall submit the self attested copies of:
2. PAN Card
3. Firm/ Company Registration Certificate
4. Valid GST Certificate (In case of GST registration out of Kerala, an undertaking in the form of Notarized affidavit to cause the GST registration within the State of Kerala before signing the agreement.
5. Annual Business Turnover Certificate as per Annexure -II
6. Documentary proof of bidder having experience in successful execution and satisfactory completion of contracts as specified in the NIT.
7. Copy of tender documents including all corrigendum / addendums signed in all pages with seal.
8. Tender Fee receipt & EMD Payment receipt (with clear payment references)
9. **TENDER PROCESS**:

The tender evaluation will be undertaken in four rounds.

 **Round 1 - Opening of technical bid documents**

 **Round 2 -Document evaluation.**

 **Round 3 -Opening of Price Bid.**

 **Round 4 -e-Auction**

**Round 1-** Opening of Pre-Qualification bid documents:- The documents uploaded shall be opened at the time and date mentioned.

**Round 2:** Document evaluation:- The terms and documents submitted as part of the bids shall be scrutinized by the Tender Inviting Authority. The Tender Inviting Authority may call for additional documents/clarifications through e-tender portal. The list of those who come out successfully of the evaluation of the documents as well as those rejected (with reasons for rejections) will be published on the website of KSRTC (www.keralartc.com), and objections/remarks against the list will be invited. The objections/ remarks received before the date and time specified in the notice will be considered by the Tender Inviting Authority and the final list of successful bidders of round 2 will be published.

**Round 3 :** Opening of Price Bid.

**Round 4 :** E-Auction:- The bidders shall seek the assistance of Kerala State IT Mission, e- Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004. Help Desk No. Ph:0471-2577088, 2577188; Toll free No.18002337315; e-mail:etendershelp@kerala.gov.in;Website:[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and make himself conversant with procedure of E-Auction related with e-Tender. KSRTC shall under no circumstance be responsible for any failed e Auction transactions cum procedures.

1. **Opening of PRICE BID**

The PRICE BID of those bidders, who satisfied all of the Prequalification Criteria, shall only be opened for further consideration. The PRICE BID of those bidders who do not satisfy even any one of the pre-qualification condition will not be opened.

Opening of e-Tender will be done at the time and date noted in the e-Tender portal at the Office of the Managing Director, KSRTC.

The bidders have the liberty to resubmit fresh tender/documents till the last date and time of submission of the e-tender.

Resubmission of offer will not be allowed after the time and date fixed for bid submission. The offer once made cannot be withdrawn or modified after the closing of e-tender under any circumstances. Withdrawal or modification of the offer once made in e-Tender will be resulted in the forfeiture of EMD remitted. In such cases the bidder will not have the right to claim the refund of EMD.

The Chairman and Managing Director KSRTC reserve the right to make any modifications or additions in this notice in the event if it is felt that it is in the public interest.

1. **GENERAL INSTRUCTIONS TO BIDDERS**
2. Tender shall be submitted in English Language only.
3. Firms who are not blacklisted by KSRTC or by Govt. of Kerala can participate in the tender.
4. In case of NEFT, remittance should be made only to the 22 digit beneficiary account number as seen in the remittance form which is available in the e-portal while submitting tender.
5. **ON LINE PAYMENTS**:- The bidders shall seek clarification from **Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004*.* Help Desk No. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315**; e-mail:*etendershelp@kerala.gov.in*Website:[*www.etenders.kerala.gov.in*](http://www.etenders.kerala.gov.in)and make himself conversant with procedure for online payment of the Tender Fee and EMD. KSRTC shall under no circumstance be responsible for failed transactions due to non compliance of the above procedure.
6. The bids will be opened online through the e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) at the KSRTC, Transport Bhavan, Fort, Thiruvananthapuram. If the e-Tender opening date happens to be a holiday or non-working day due to any valid reason, the Tender opening process will be done on the next working day at the same time and place specified. Any change in the opening date/time/venue due to other reasons shall be informed by way of Corrigendum published in the e-GP website.
7. DIGITAL SIGNATURE CERTIFICATE:- Bidders will 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 obtaining Digital Signature Certificate and help on e-tendering process, please contact **Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004*. Help Desk No.* *Ph: 0471 - 2577088, 2577188; Toll free No.18002337315***; e-mail: *etendershelp@kerala.gov.in* Website: [*www.etenders.kerala.gov.in*](http://www.etenders.kerala.gov.in) on all government working days from 9.30 A.M to 5.30 P.M.
8. Bidders are advised to note the Tender ID and Tender No. & Date for future reference.
9. All uploaded scanned documents should contain the signature and the office seal of the bidders and should be digitally signed while uploading in e-tender portal. Documents uploaded without digitally signing shall entitle rejection of the Tender.
10. The digitally signed Tender document and other specified documents shall be submitted online through the e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) well in advance before the last date and time. No submission shall be allowed after the last date mentioned.
11. Bidders are advised to go through all conditions of the Notice Inviting Tender and the Tender documents carefully and to comply them to avoid rejection of their tender.
12. Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.
13. The bidder shall bear all costs associated with the preparation and submission of its bid and Kerala State Road Transport Corporation, Thiruvananthapuram, hereinafter referred to as “Tender Inviting Authority”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
14. Conditional tenders will be summarily rejected.

 **CHAIRMAN & MANAGING DIRECTOR**

Place: Transport Bhavan, Fort

 Thiruvananthapuram

Date: 23/04/2025

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

Signature of bidder:

Name of bidder:

Address of bidder:

Mobile No. of bidder:

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**KERALA STATE ROAD TRANSPORT CORPORATION**

**Appendix-I**

**ES03/15/2025 EST KSRTC HQ** **Date:23/04/2025**

**E-TENDER CUM AUCTION ARE INVITED FROM INTERESTED PARTIES FOR AWARDING LICENSE FOR INSTALLATION & OPERATION OF DIGITAL BIG SCREENS FOR THE DISPLAY OF ADVERTISEMENTS IN KSRTC BUS STATIONS FOR A PERIOD OF 2 YEARS EXTENDABLE UPTO FIVE YEARS ON YEARLY BASIS.**

1. The Tender Form containing the tender conditions can be downloaded from the e-Tender site. The cost of tender form shall be paid through e payment. Cost of tender form is not refundable under any circumstances.
2. **The Tenderer shall quote the License Fee on monthly basis for the entire depots as a single unit excluding GST and all other levies.**
3. On satisfactory performance and on completion of a period of one year there will be an escalation of 10% of license fee per year, on compounding basis.
4. The licence will be confirmed to the Party who quotes the highest License Fee in the Tender.
5. The Corporation shall normally accept the highest offer in the e-tender cum auction but the Corporation reserves the right to accept or reject any of the tenders without assigning any reason whatsoever, if such a step is deemed necessary to safeguard the interest of the Corporation.
6. The tenderer should specify in the tender the experience he possesses and the extent of the present business in the relevant field.
7. The Earnest Money of Rs.2,00,000/- should be remitted through e-payment in while submitting the e-tender.
8. If any tenderer withdraws his tender on or after the specified/prescribed time for opening Tender, the EMD shall be forfeited forthwith. Withdrawal of tender by the successful tenderer will entail forfeiture of EMD without notice.
9. Moreover, the difference in amount between the highest bidder and the second highest bidder will also be realised from the successful tenderer invoking provisions of Kerala Revenue Recovery Act, 1968 as the case may be. The loss sustained due to the withdrawal of successful tenderer will be realised from the tenderer on any manner Corporation may think fit.
10. The successful bidder shall deposit an amount as detailed in Appendix-III as interest free Security Deposit within 30 days from the date of receipt of the provisional confirmation. The amount shall be paid to the Account of the Financial Advisor & Chief Accounts Officer, KSRTC.
11. The amount remitted as Security Deposit will be released to the party after the satisfactory completion of contract period without interest. In the event of failure on the part of the contractor to remit the instalments in the manner specified herein, interest @18% per annum for the defaulted days*.* The security amount will be refunded to the contractor after the expiry of the licence period and after the successful completion of the contract period and upon clearance of taxes, if any, statutory levies etc., if any, due to Government or local bodies, as well as after deducting liability if any.Default of any payment beyond the specified time shall not be allowed under any circumstances and the Corporation reserves the right to cancel the contract in such cases, without prior notice. The contractor is liable to compensate the Corporation the loss, if any, so sustained.
12. The successful tenderer shall be required to execute an Agreement (Licence Deed) in stamped paper worth Rs.200/- (Rs. Two Hundred only) as per the draft prescribed by the Corporation embodying the conditions specified herein and such other terms and conditions as may be decided from time to time if found necessary, within 30 days from the date of provisional confirmation order.
13. The electoral ID card & Aadhar card number of the contractor and witnesses has to be entered in the agreement and it’s self attested copy should be made part of Agreement.
14. Termination of contract: In the case of failure of the successful tenderer to fulfill the conditions herein stated, before the commencement of the contract or to remit the payments on the due date/time or to abide by the terms and conditions of the agreement, the Chairman & Managing Director will have the right to cancel the contract and to award the contract to another contractor or to carry out the work by the Corporation as Corporation deems it fit and any amount paid by the contractor to the Corporation will be forfeited. Besides the contractor shall be liable for any loss caused to the Corporation by reason of cancelling the contract. The amount due to the Corporation shall be realised under provisions of Revenue Recovery Act as arrears of land revenue or under the provisions of law in force from any amount due to the contractor on any account or in any other manner as the Corporation may deem fit.
15. No representation for the reduction of rates once accepted will be entertained under any circumstances.
16. The Corporation shall have the power to cancel the contract entered into with one-month notice, if it considers that such cancellation is necessary in the interest of the Corporation / general public. The contractor shall abide by such decision of the corporation.
17. The contractor shall be liable to pay taxes or any other amount levied by the Government, local or other authorities from time to time. The contractor shall remit GST if any, along with each payment. If the contractor fails to remit these statutory levies / taxes, the particular amount with interest, penalty imposed by Government / local bodies (i.e. taxes and levies etc.) will be realised from the amount remitted by the contractor towards security deposit. If such liability exceeds the Security Deposit, it will be realised under the provision of Kerala Revenue Recovery Act ,1968 or any other law then in force in respect of present as well as future claims.
18. If the contractor retracts from the fulfilment of the contract without valid reason, he shall be liable to compensate the loss, if any, sustained to Corporation on account of this. The loss so sustained will be realised from the defaulter invoking provisions of Revenue Recovery act , 1968 or by invoking provisions of any other law.
19. The contractor shall not have any right to continue beyond the date of expiry of contract.
20. The contractor shall procure separate electricity connection at his own cost for the operation / maintenance of the Digital Big Screens.
21. The Contractor shall at all times indemnify the Corporation from all claims, damages, compensation etc., under the provisions of all Laws and Acts pertaining to the Labour engaged by the contractor. In case any such payments are made by the Corporation, the contractor shall reimburse the same to the Corporation.
22. The Contractor shall comply with all the provisions of Contract Labour (Regulation and Abolition) Act, 1970.The Corporation is not liable for any violations of the above Act by the Contractor.
23. The contractor is liable to bear all expenses and pay compensation in case of death or injury (simple or grievous) caused in the Corporation premises to any person engaged, authorized or directed by the Contractor during the course of conduct of business. The Corporation is not liable to pay such compensation or to bear such expenses.
24. All other statutory levies, taxes etc., imposed by State & Central Governments, Local bodies etc., shall be borne by the contractor for conducting the business.
25. The Chairman & Managing Director, KSRTC has the right to impose penalty/fine, if any, for the violation of any of the conditions mentioned herein.
26. The date of execution of agreement and date of functioning of the advertisement services should be same. If the successful tenderer fails to execute the agreement within 30 days as stipulated in the provisional confirmation order, the Corporation will be at the liberty to confirm the tender in favour of the second lowest bidder, if it deems fit and loss on account of this (i.e. difference between the highest and second highest bid amount) will be realised from the defaulted tenderer by invoking provision of Kerala Revenue Recovery Act or any other law then in force.
27. If the contractor fails to begin functioning of the advertisement services on or before Thirtieth day, however KSRTC shall consider the starting of license period itself. However if the tenderer starts functioning earlier the period of license will be considered from that date.
28. The contractor shall have no right to assign, sublet or underlet the license to any others.
29. Force majeure clause: Neither KSRTC nor contractor shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:
30. Earthquake, Flood, Inundation, Landslide, Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric Disturbances.
31. Fire caused by reasons not attributable to the Licensor. Acts of terrorism.
32. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
33. Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc, and
34. Any other similar things beyond the control of the party, except court order/ court judgment.
35. The decision of the Chairman & Managing Director on all matters arising out of the agreement will be final, conclusive and legally binding on all parties concerned. The Chairman & Managing Director reserves the right to cancel the quotation without showing any reason.
36. Disputes if any, arising out of this agreement shall be settled within the jurisdiction of Civil Courts at Thiruvananthapuram.
37. Non exclusive clause: The Corporation has the right to appoint any other Firms / Contractors for conducting the same or similar business or any other activity related to the business anywhere in the Corporation on “non exclusive basis” and the contractor shall not have any right to object the same.
38. Confidentiality clause: Contractor shall not disclose to any other party about the knowledge of KSRTC project system or pass-on the possession of material and information given to the contractor under this agreed contract or any information which has been generated during the running of the project. The contractor shall hold such material and information in strict confidence, not to make use of them other than for the performance of this contract, except release it only to the designated employees requiring such information for the installation & maintenance of Digital big screens. During execution of the contract and thereafter the above information shall not be released to any other parties.
39. Severability: If for any reason whatever any provision of this agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of the agreement which shall continue in full force and effect. The parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted as nearly as practicable to such invalid, illegal or unenforceable provision.
40. Wherever provision is made for giving or issuance of any notice, instruction, consent, approval, certificate or determination by any Party, unless otherwise specified, such communication shall be in writing in English and shall not be unreasonably withheld or delayed.

 **CHAIRMAN & MANAGING DIRECTOR**

Place: Transport Bhavan, FortThiruvananthapuram

Date : 23.04.2025

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

Signature of bidder:

Name of bidder:

Address of bidder:

Mobile No. of bidder:

**Appendix-II**

|  |
| --- |
| **List Of KSRTC Depots and Workshops** |
| **Sl No** | **Name of Depot** | **District** |
| 1 | Ernakulam | Ernakulam |
| 2 | Aluva |
| 3 | RW Aluva |
| 4 | Angamali |
| 5 | Perumbavoor |
| 6 | Koothattukulam |
| 7 | Piravom |
| 8 | Muvattupuzha |
| 9 | North paravoor |
| 10 | Kothamangalam |
| 11 | Punaloor | Kollam |
| 12 | Chadayamangalam |
| 13 | Kulathupuzha |
| 14 | Kollam |
| 15 | Kaniyapuram |
| 16 | Karunagappally |
| 17 | Chathannur |
| 18 | Kottarakkara |
| 19 | Pathanapuram |
| 20 | Aryankavu |
| 21 | Pala | Kottayam |
| 22 | Kottayam |
| 23 | Erattupetta |
| 24 | Changanassery |
| 25 | Vaikom |
| 26 | Ponkunnam |
| 27 | Erumeli |
| 28 | Kayamkulam | Alappuzha |
| 29 | Harippad |
| 30 | Edathua |
| 31 | Cherthala |
| 32 | RW Mavelikkara |
| 33 | Mavelikkara |
| 34 | Alappuzha |
| 35 | Nilambur | Malappuram |
| 36 | Malappuram |
| 37 | Thirur |
| 38 | Edappal |
| 39 | Ponnani |
| 40 | Perinthalmanna |
| 41 | Kozhikode | Kozhikkod |
| 42 | RW Kozhikkod |
| 43 | Thamarassery |
| 44 | Thottil palam |
| 45 | Thiruvambadi |
| 46 | Vadakara |
| 47 | Mannarkkad | Palakkad |
| 48 | Vadakaknchery |
| 49 | Palakkad |
| 50 | Chittoor |
| 51 | Trivandrum Central | Trivandrum |
| 52 | Chief Office |
| 53 | Central Works Pappanamcode |
| 54 | Kilimanoor |
| 55 | Nedumangaud |
| 56 | Venjaramood |
| 57 | Vithura |
| 58 | Palode |
| 59 | Peroorkada |
| 60 | TVM City |
| 61 | Attingal |
| 62 | Neyyattinkara |
| 63 | Parassala |
| 64 | Pappanamcode |
| 65 | Vizhinjam |
| 66 | Poovar |
| 67 | Kattakada |
| 68 | Vellarada |
| 69 | Vellanadu |
| 70 | Aryanadu |
| 71 | Sulthanbathery | Wayanad |
| 72 | Manadavady |
| 73 | Kalpetta |
| 74 | Guruvayoor | Thrissur |
| 75 | Chalakkudi |
| 76 | Thrissur |
| 77 | Irinjalakuda |
| 78 | Puthukkad |
| 79 | Mala |
| 80 | Kodungalloor |
| 81 | Kannur | Kannur |
| 82 | Payyanoor |
| 83 | Thalassery |
| 84 | Kanjagadu | Kasargod |
| 85 | Kasargodu |
| 86 | Thodupuzha | Idukki |
| 87 | Moonnar |
| 88 | Kumaly |
| 89 | Nedumkandam |
| 90 | Kattappana |
| 91 | Moolamattom |
| 92 | Pandalam | Pathanamthitta |
| 93 | Adoor |
| 94 | Chengannur |
| 95 | Thiruvalla |
| 96 | Mallapaally |
| 97 | Pathanamthitta |
| 98 | Konni |
| 99 | Ranni |
| 100 | Pamba |  |

*The list of depots given above are for reference only and the bidder shall verify the potential sites before quoting in the tender.*

**Appendix - III**

|  |
| --- |
| **MODE OF PAYMENT FOR SUCESSFUL BIDDER FOR THE PERIOD OF FIVE YEARS** |
| 1 | EMD – Rs. 2,00,000/- | To be included with e-Tender |
| 2 | Three months License Fee as Security Deposit exclusive of EMD | On or before 30th day of date of receiving Temporary Confirmation |
| 3 | 1st Year - First 6 Months License fee + 18 % GST | On or before 30th day of date of receiving Temporary Confirmation |
| Balance 6 Months License fee + 18% GST | In the first half on or before 5th of every month |
| 4 | From 2nd Year onwards-10% hike every year. First 6 Months License fee + 18% GST | Before Commencement of license period from 2nd Year and consecutive years |
| Balance 6 Months  License fee + 18% GST | In the first half on or before 5th of every month from 2nd Year onwards. |
| 5 | 18% Penal interest for all delayed payment |   To be calculation from 1st day   of default month |

**ANNEXURE - I**

 (Proforma of Certificate be furnished along with Technical Bid)

**Kerala State Road Transport Corporation**

**GENERAL INFORMATION ABOUT THE TENDERER**

| 1 | Name of the TendererRegistered address of the firm with GSTIN |     |
| --- | --- | --- |
| State |   | District |   |
| Telephone No. |   | Fax |   |
| Email |   | Website |   |
| **Contact Person Details** |
| 2 | Name |   | Designation |   |
| Telephone No. |   | Mobile No. |   |
| **Communication Address** |
| 3 | Address |   |
|   |
| State |   | District |   |
| Telephone No. |   | Fax |   |
| Email |   | Website |   |
| **Type of the Firm ( Please √ relevant box)** |
| 4 | Private Ltd. |   | Public Ltd. |   | Proprietorship |   |
| Partnership |   | Society |   | Others, specify |   |
| Registration No. & Date of Registration. |  |
| **Nature of Business**  |
| 5 | Installation & Operation of the Digital Big Screens in KSRTC Bus station premises for the display of advertisements.  |
| **Key personnel Detail(Chairman, CEO, Directors, Managing Partners etc. )** |
| 6 | in case of Directors, DIN Nos. are required |
| Name |   | Designation |   |
| Name |   | Designation |   |
| **Bank Details** |
|  7 | Bank Account No. |  | IFSC Code |  |
| Bank Name & Address |  | Branch Name |  |
| Tel No |  | Email ID |  |
| 8 | Whether any criminal case was registered against the company or any of its promoters in the past? | Yes / No |
| 9 | Whether any unsettled dispute/litigation pending with KSRTC |  |
| 10 | Any default in payment of license fee and violations of terms and conditions in earlier business with KSRTC. |  |
| 11 | Whether blacklisted by the Central Govt/any State Govt/State Transport undertaking. |  |
| 12 | GST No. |  |
| 13 | Other relevant Information provided \* |
| Date: |  | Office Seal |  | Signature of the tenderer  |  |

**I/We hereby certify that all the above information provided is true, complete and correct to the best of my/our knowledge and belief.**

 **Name & Signature of Bidder**

**Annexure-II**

(Proforma of Certificate be furnished along with Technical Bid)

**ANNUAL TURN OVER STATEMENT**

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

| **Sl. No.** | **Year** | **Turnover in Lakhs (Rs)** |
| --- | --- | --- |
| 1 | 2021 – 2022 |  |
| 2 | 2022 – 2023 |  |
| 3 | 2023 - 2024 |  |
| **Total** |  |  |
| **Average Turnover per year** |  |  |
|  |  |
|  |  |

Date:

Signature of Auditor

(Name in Capital)

Seal:

**Annexure - III**

(Proforma of Certificate be furnished along with Pre Qualification Bid)

**AFFIDAVIT**

**Format for Affidavit**

**that Entity / Promoter(s) /Director(s)/Partners of Entity are not blacklisted**

I, M/s. ……………………………………………… (Name of the firm), having registered office at …………………………………………………………………………………….. hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by Department of Transport, Govt. of Kerala/ or any other entity of Government of Kerala or blacklisted by any state government or central government / department / organization in India from participating in Tender/s, either individually or as member of a Consortium as on the ………………….. (Last date of submission of tender).

I, M/s......................................... (Name of the firm) also hereby confirm that we or any of our promoter(s) /director(s) is not having any unsettled disputes/ unnecessary litigation with existing or previous contracts with KSRTC and also are not defaulters in payment of licence fees or penalties or having any type of existing unpaid financial obligation with KSRTC.

We further confirm that we are aware that, our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period.

Dated this ……………………..Day of …………………., 20…..

 Signature, Name &

 Address of the Tenderer