

# KERALA STATE ROAD TRANSPORT CORPORATION

#### TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023

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

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**TENDER No.S001-ES02/158/2024- EST KSRTC Date: 26.04.2025**

# NOTICE INVITING TENDER (NIT)

**AUCTION CUM E-TENDER ARE INVITED FOR AWARDING LICENSE TO INSTALL AND RUN AN INTEGRATED / AUTOMATED PASSENGER INFORMATION SYSTEM(P.I.S) IN KERALA STATE ROAD TRANSPORT CORPORATION’S BUSES (400 ORDINARY AND 100 SUPERFAST) WITH AUDIO VISUAL INFORMATION TO THE PASSENGERS FOR A PERIOD OF 2 YEARS EXTENDABLE FOR FURTHER 3 MORE YEARS ON YEARLY BASIS.**

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| a | Tender No. & Date | TENDER No - S001-ES02/158/2024-EST  Dtd. 26/04/2024 |
| b | Tender Details | Auction cum e-Tenders are invited for awarding license to Install and Run an Integrated/ Automated Passenger Information System(PIS) in 400 KSRTC ordinary Buses and 100 Superfast Buses with Audio Visual Information on its Passengers current Journey for a period of 2 Years extendable for 3 more years on yearly basis. |
| c | Place of Opening | Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram. |
| d | Tender Form Fees (Non Refundable) | Rs.2,240/- (Rs. 2,000/-+ GST@ 12%)  (Rupees Five Thousand Six hundred Only) |
| e | Earnest Money Deposit. (EMD) EMD Exemption NOT allowed. | Rs. 50,000/-(Rupees Fifty Thousand 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 nos. for help in case of any doubt in NIT | Estate Officer, KSRTC,  Transport Bhavan, East Fort, Thiruvananthapuram –695023  Telephone No: 0471-2471011, (Extn : 232)  Mob: +91 9188619384 |
| 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](mailto: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 | 26.04.2025 (04:00 PM) |
| 2 | Pre-Bid Date | 02.05.2025 (12:00 PM) |
| 3 | Online tender submission  Start Date | 26.04.2025 (06:00 PM) |
| 2 | Online tender submission  End Date | 12.05.2025 (03:00 PM) |
| 3 | Date of online Technical bid opening | 13.05.2025 (04:00 PM) |
| 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 sole public transport undertaking in Kerala constituted under the provisions of the Road Transport Corporation Act,1950, decided to Install an Integrated/Automated Passenger Information System(PIS) with Audio Visual Information on its 400 Ordinary and 100 Super fast buses.

The purpose of this document is to define the system components and technical specifications required for the installation, operation, and maintenance of an integrated/automated Passenger Information System (PIS) in the buses operated by Kerala State Road Transport Corporation (KSRTC). The system will provide real-time audio and visual information, awareness messages on passengers journeys, for improving their travel experience. The project is designed to be operational for a period of 2 years extendable for further 3 more years on yearly basis.

1. **Objectives**
   1. Provide real-time information to passengers about bus arrival/departure times, routes and stops.
   2. Enhance passenger experience through accurate and timely information.
   3. Generate revenue through advertising opportunities.
   4. Provide Public Information’s released by various government authorities.

The PIS should consist of the following key components:

### Audio System

* + Speakers installed within the buses, providing clear audio announcements regarding the journey, upcoming stops, delays, etc.
  + The advertising Bidder shall display advertisements through PIS screens without sound/ at a very minimum sound level without affecting the comfort of the passengers and attention of driver. Audio system at a high pitch will not be allowed. The licensee shall follow the instructions issued by the Corporation from time to time.

### Visual Display System (VDS)

* + Digital displays installed at single/multiple locations inside the bus.
  + The display should show real-time information including current stop, next stop etc.
  + Display resolution should be sufficient to provide clear visibility even in bright light.

### Scope of the Contract

* 1. Design, supply, installation and maintenance of Passenger Information System (PIS) in buses as per the prevailing regulations by the Govt. of Kerala for the PIS implementation in public transport.
  2. Providing Latest KSRTC and Government related information to the passengers as per regulations.

### System Components and Requirements

1. Passenger Information Displays (PIDs) inside buses
2. Automated Voice Announcement System (AVAS)
3. Data communication infrastructure (wireless/cellular)

### Functional Requirements

This document outlines the functional requirements for the installation and operation of an integrated/automated Passenger Information System (PIS) in KSRTC buses. The system will provide passengers with real-time audio and visual updates about their journey, and will be operational for a period of 5 years.

### Audio Announcement System

1. The system shall automatically announce upcoming bus stops through speakers installed inside the bus.
2. The system shall support announcements in at least two languages (Malayalam and English) with provisions for additional languages as needed.
3. **Visual Display System**
   * The system shall provide real-time visual updates through digital displays inside the bus, indicating current stop and next stop.

### Security and Privacy

* + The system shall comply with relevant data protection laws and KSRTC’s internal security policies.

1. **Technical Requirements**
   * 1. Compatibility with existing bus fleet and infrastructure.
     2. Scalability for future expansions.
     3. Open data standards for interoperability.
     4. Redundancy and backup systems for uninterrupted service.
     5. All hardware components must be ruggedized and suitable for use in harsh bus environments.
     6. Operating temperature range: -10°C to 60°C.
2. **Maintenance and Support**
   * 1. Regular software updates and patches.
     2. Hardware maintenance and replacement.
     3. 24/7 technical support.
     4. Training for transportation staff.
     5. Licensee will be responsible for both preventive and corrective maintenance.
     6. On-call support must be provided 24/7.

### Licensing and Contract Terms

* 1. **Duration:**

The license to install and operate the PIS in the buses will be awarded for a period of 2 years extendable for further 3 more years on yearly basis.

* 1. **Number of Buses allotted for The project:**

The Bidder can quote for the 400 Ordinary and 100 Superfast buses of KSRTC The tender will be finalized to the one who quotes the highest license fee for one bus for one month. The Licensee has only the right to broadcast only in the 400 Ordinary and 100 Super Fast buses only. Licensee has no right over the other buses to implement the PIS equipment on buses other than the 500 buses.

* 1. **Performance Monitoring:**

Regular performance reviews will be conducted by KSRTC to ensure that the PIS meet operational standards. The Broad cast of the advertisements in the buses will be done only after the approval and sanction by the Committee constituted by KSRTC.

* 1. **Broadcasting and Selection of Contents**:

The licensee can play Censored Movie songs, Movie Scenes, Awareness messages, Advertisements in the intervals through the PIS. The Movie songs, Movie Scenes, advertisements exhibiting on the PIS will be as per existing Indian Laws and the licensee should have the copyright of the same. The PIS do not broadcast any voices, video bytes that causing abuse of women and children. Criticizing the Government, Government policies and departments should be avoided. No political videos are allowed inside the PIS. In case of any legal violations reported on the above the licensee has the sole responsibility of the same, KSRTC has no responsibility over the issue and KSRTC has the right to terminate the contract without any notice.

1. **Confidentiality**

The Contracting parties and their respective counsel represent and agree that, except for matters of public record as of the date of this agreement, they will keep the terms and contents of this agreement confidential, and that they will not hereinafter disclose the terms of this agreement to other persons except as compelled by applicable law or to individuals who have a need to know about this agreement and is contents. Such as contracting parties legal counsel, tax advisors, or other retained professional representatives, all of whom shall be informed and bound by this confidentiality clause. In no event will any party make or cause to be made any comment, written statement, or press release to any member of the media concerning the fact of this settlement or the substance or terms of this settlement.

1. **Penalties**

The licensee will lose the right over the equipment installed in the buses as part of the contract, in case of default in the payment of license fee to KSRTC by the licensee.

1. **License Fee**

The base rate for a bus shall be ₹2,000 per month (excluding taxes). The bid will be finalized, and the license awarded to the one who quotes the highest license fee per bus per month.

1. **Security Deposit**

The Licensee has to keep a security deposit with KSRTC that equals to the total license fee for one month of the leasing buses.

1. **Time of Implementation**

The Licensee should complete the implementation process of PIS in the buses within 3 months from the Agreement date.

Interested Bidders/firms /entities can submit their e-Tender and those who submit E-Tender can only participate in the E-auction.

### Eligibility Criteria

1. The intending firms/entities/ Partnership/ Consortium must have experience in implementing similar projects. The bidder must have a minimum of 3 years of experience in the installation of TV screens with PIS in public transportation.
2. The PIS system should meet the corporation’s specifications.
3. Bidders must provide financial details and meet the corporation’s requirements.
4. The bidder shall be a legal entity/firms/business establishment. The bidder should not have any previous legal disputes with KSRTC.
5. The bidder should have GST Registration.
6. The bidder should have minimum Annual Turnover of Rs. 10,00,000/- per year.
7. The bidder shall not be blacklisted by the Central Government/ any State Government /any State Transport Undertaking.
8. The EMD shall be forfeited for defective submission of tenders and the consequent disqualifications.
9. Defaulters of KSRTC in payment of license fee and other violations of terms and conditions in earlier business with KSRTC is not eligible to participate and shall be disqualified if found participate.
10. Bidders those who are having unsettled disputes /unnecessary litigation with existing contracts with KSRTC will be considered Disqualified

##### The tenderers /bidder shall be evaluated first for fulfilling eligibility criteria and documents submitted. To be eligible for tendering process, the tenderer shall upload in the e-tender portal the following documents:

1. Self-attested copy of valid GST certificate.
2. Self-attested copy of Registration Certificate of the firm by the authorized signatory, in case of company.
3. Self attested copy of partnership deed by the all partners or authorized partner in case of Partnership firm.
4. Signed copy of tender document, common set of deviations/ Corrigendum/ addendum, if any, duly signed & stamped on each page.
5. Security money/EMD for the requisite amount. (e-payment)
6. Receipt of copy of tender form (e-payment)
7. Power of attorney in favour of authorized signatory.
8. Proof of experience (Work order in the name of participating firm and the satisfactory work completion certificate must be uploaded)
9. Tenderer shall submit the statement duly certified by the Chartered Accountant to establish turn over for last three financial years.
10. Any other document/information as mentioned in the Tender document.

#### GENERAL TERMS & CONDITIONS

1. Bidders should remit the required Tender Form Fee and Earnest Money Deposit (EMD) in ‘Online mode’ through SBI/NEFT, as per 1(e) and 1(f) of the Notice Inviting Tender. No exemption in the case of EMD and Tender form 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.
2. The tenderer should quote the license fee for One bus Per Month exclusive of taxes and levies.
3. After successful completion of one year license period, there will be an escalation of 10% on the license fee every year on compounding basis.
4. Normally license will be awarded to the tenderer who quotes the highest amount in auction or tender. The decision of the Chairman & Managing Director on all matters arising out of this Notice / Contract will be final, conclusive and legally binding on all parties concerned.
5. Opening of E-Tender will be done at the time and date noted in the e- tender portal at the Office of the Chairman and Managing Director, KSRTC.
6. The Licensee should take all the approvals from Government bodies and authorities.
7. In case of any accident injuries/damages happened to the passengers/Public in the bus due to PIS, KSRTC don’t have any responsibility or liability to resolve the same. The licensee has to resolve all such issues.
8. KSRTC has the right to modify or amend the contract if any violations noticed in the agreement conditions.
9. The implementation and maintenance of the project can only be carried out during the bus idling time only. No hindrance to the bus service will be allowed for the implementation and maintenance.
10. KSRTC has the right to shift the vehicles from one station to another station for the passenger convenience.
11. The Mode of Payment by the Licensee through bank Transfer Only.
12. The Non Remittance of License fee should leads to the termination of licensee without any notice.
13. KSRTC has the absolute right in withdrawing/detaining of buses for repairs, re-painting, preventive maintenance, CF repairs, accident repairs and overhauling or for the purpose of scrap. Incase of Scrap situation KSRTC will intimate and permit the licensee to remove and take back the properties of the licensee. No complaints will be entertained on these accounts and no claims for compensation on these situations.
14. Bus wise individual claims/Complaints considered only with the certification of Unit head/Section Head of KSRTC. Buses idling for less than 5 Days will not be considered as “not operated”
15. Grievances/Complaints shall be entertained within 30 days only from the instance. Any requests raised after 30 days of instance will not be considered.
    * 1. **MODE OF SUBMITTING TENDERS**

Tender documents shall be submitted through e-Tender. One for **Pre- Qualification Bid** and the other for **Price Bid**.

**Documents to be uploaded along with Pre-Qualification Bid**

1. Tender documents including the corrigendums, if any, duly signed & stamped by the tenderer (Annexure I) Accepted and signed copy of tender notice No. S001-ES0//2024- ESTdated:2024 and terms & conditions of tender bearing No. S001-ES0//2024-EST dtd. 2024.
2. General information about the Tenderer (Annexure II).
3. Annual Turnover Statement. (Annexure III)
4. An affidavit as per format in Annexure–IV (Anti-Blacklisting, No litigation & liabilities Affidavit) attested by NOTARY.
   * 1. **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 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*](mailto: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.
    1. **Opening of PRICE BID**

1. 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.
2. 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.
3. The bidders have the liberty to resubmit fresh tender/documents till the last date and time of submission of the e-tender.
4. 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.
5. 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.

#### GENERAL INSTRUCTIONS TO BIDDERS

1. Tender shall be submitted in English Language only.
2. Firms who are not blacklisted by KSRTC or by Govt. of Kerala can participate in the tender.
3. 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.
4. 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*](mailto: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.
5. 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.
6. 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*](mailto: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.

1. 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*](mailto:etendershelp@kerala.gov.in); Website:  [[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and](http://www.etenders.kerala.gov.inand/) 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.
2. Bidders are advised to note the Tender ID and Tender No. & Date for future reference.
3. 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
4. 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.
5. 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.
6. Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.
7. 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.
8. Conditional tenders will be summarily rejected.

## CHAIRMAN & MANAGING DIRECTOR

Place: Transport Bhavan, Fort Thiruvananthapuram

Date: 26/04/2025

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

Signature of bidder :

Name of bidder :

Address of bidder :

Mobile No :



# KERALA STATE ROAD TRANSPORT CORPORATION

## Appendix-I

S001-ES02/158/2024-EST Dt:26/04/2024

#### AUCTION CUM E-TENDER ARE INVITED FOR AWARDING LICENSE TO INSTALL AND RUN AN INTEGRATED/AUTOMATED PASSENGER INFORMATION SYSTEM (PIS) IN KSRTC BUSES FOR A PERIOD OF 2 YEARS EXTENDABLE FOR FURTHER 3 MORE 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 amount towards license fee for a bus for one month excluding all taxes**.
3. The license will be confirmed to the Party who quotes the highest amount in the Tender / Auction.
4. 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.
5. The Corporation shall normally accept the highest offer in the auction/ tender 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 Mode of Payment to KSRTC through Bank Transfer Only.
7. The tenderer should specify in the tender the experience he possesses and the extent of the present business in the relevant field.
8. The Earnest Money of Rs.50,000/- should be remitted through e- payment in favour of the Financial Advisor & Chief Accounts Officer, KSRTC, Transport Bhavan,Thiruvananthapuram.
9. If any tenderer withdraws his tender on or after the specified/prescribed time for opening Tender/Auction, the EMD shall be forfeited forthwith. Withdrawal of tender by the successful tenderer will entail forfeiture of EMD without further notice. Moreover, the difference in amount between the highest bidder and the second highest bidder will also be realized 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 realized from the tenderer on any manner Corporation may think fit.
10. One month license fees as security deposit to be remitted within 30 days from the receipt of the provisional confirmation order (Shown in Annexure II).
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 licensee to remit the installments in the manner specified herein, interest @18% per annum for the defaulted days for each monthly installment shall be realized (i.e. interest will be calculated from the 1st day of the respective month). The security amount will be refunded to the licensee after the expiry of the license 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 monthly installment beyond thirty days shall not be allowed under any circumstances and the Corporation reserves the right to cancel the contract in such cases, without prior notice. The licensee is liable to compensate the Corporation the loss, if any, so sustained.
12. The successful tenderer shall be required to execute an Agreement (License Deed) in stamped paper worth Rs.200/- (Rs. Two Hundred only) within 30 days from date of provisional confirmation 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.
13. The schedule for the payment of License Fee to be made as per the Annexure-I.
14. The electoral ID card & Aadhar card number of the licensee and witnesses has to be entered in the agreement and its self attested copy should be made part of Agreement.
15. 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 payment of the monthly installments on the due dates 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 licensee to the Corporation will be forfeited. Besides the licensee shall be liable for any loss caused to the Corporation by reason of cancelling the contract. The amount due to the Corporation shall be realized 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 licensee on any account or in any other manner as the Corporation may deem fit.
16. The licensee will lose his right over the PIS equipment installed in the buses as a part of this contract in case of default of license fee payment occurred from the part of the licensee.
17. No representation for the reduction of rates once accepted will be entertained under any circumstances.
18. The Corporation shall have the power to cancel the contract entered into with the licensee with one-month notice, if it considers that such cancellation is necessary in the interest of the Corporation / general public. The licensee shall abide by such decision of the corporation.
19. The licensee shall be liable to pay taxes or any other amount levied by the Government, local or other authorities from time to time. The licensee shall remit GST if any, along with each payment. If the licensee 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 realized from the amount remitted by the licensee towards security deposit. If such liability exceeds the Security Deposit, it will be realized 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.
20. If the licensee retracts from the fulfillment 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 realized from the defaulter invoking provisions of Revenue Recovery act, 1968 or by invoking provisions of any other law.
21. The licensee shall not have any right to continue beyond the date of expiry of contract.
22. The Chairman & Managing Director, KSRTC has the right to impose penalty/ fine, if any, for the violation of any of the conditions mentioned herein.
23. The date of execution of agreement and date of functioning should be same. If the successful tenderer fails to execute the agreement as instructed in the provisional confirmation order, the Corporation will be at the liberty to confirm the tender in favour of the second highest bidder, if it deems fit and loss on account of this (i.e. difference between the highest and second highest bid amount) will be realized from the defaulted tenderer by invoking provision of Kerala Revenue Recovery Act or any other law then in force.
24. The licensee should start full functioning within the timeframe Structured.
25. The advertising Bidder shall display advertisements through PIS screens without sound/ at a very minimum sound level without affecting the comfort of the passengers and attention of driver. Audio system at a high pitch will not be allowed. The licensee shall follow the instructions issued by the Corporation from time to time.
26. The licensee shall have no right to assign, sublet or underlet the license to any others.
27. The failure of the PIS due to the accident of the bus or in any manner shall be resolved by the licensee himself (including replacement of hardware & software) and no financial assistance shall be provided to the licensee from the corporation.
28. The corporation has not responsible for any inconvenience caused to passengers due to poor installation or otherwise the Corporation has no responsibility and shall not be liable for any financial liabilities arising out of any such problems.
29. Moreover, the Chairman & Managing Director is authorized to proceed with the measures prescribed by the existing law of the corporation in case of matters which tarnish the good name of the corporation.
30. Neither KSRTC nor Licensee shall be liable for any inability to fulfill 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:
    1. Earthquake, Flood, Inundation, Landslide, Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric Disturbances.
    2. Fire caused by reasons not attributable to the Licensor. Acts of terrorism.
    3. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
    4. Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc, and
    5. Any other similar things beyond the control of the party, except court order/ court judgment.
31. The decision of the 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.
32. The licensee is obliged to comply all the prevailing laws applicable to the Installation of the PIS in public transport buses.
33. The licensee is liable to redress any damage / injury to the passenger/crew members involving the equipment installed in the bus as a part of the contract.
34. If any modification or amendment is necessitated, it will be done by the written consent of both the parties.
35. The licensee shall at all times indemnify the Corporation from all claims, damages, compensation etc., under the provisions of all Laws and Acts pertaining to the injury, loss, or damage caused to passengers, KSRTC staff, or the general public due to malfunction, failure, or improper installation of the Passenger Information System (PIS) equipment. In case any such payments are made by the Corporation, the licensee shall reimburse the same to the Corporation. Failure to comply with these obligations shall constitute a material breach of contract, entitling KSRTC to suspend or terminate the agreement without prior notice and to claim appropriate damages or remedies as per law.
36. Arbitration and Jurisdiction: In the event of any dispute, difference, or claim arising out of or in connection with this Agreement, including its interpretation, performance, or termination, the parties shall first endeavor to resolve the dispute amicably within 30 days. Failing amicable resolution, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto. The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. If the parties fail to agree on an arbitrator, the appointment shall be made in accordance with the said Act. The venue and seat of arbitration shall be Thiruvananthapuram, Kerala. The arbitration proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on both parties. Subject to the above, the courts in Thiruvananthapuram shall have exclusive jurisdiction over any matters not covered by arbitration.

# CHAIRMAN & MANAGING DIRECTOR

Place: Transport Bhavan, Fort, Thiruvananthapuram

Date : 26.04.2025.

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

Signature of bidder:

Name of bidder:

Status of the Bidder

Address of bidder:

Mobile No. of bidder:

# KERALA STATE ROAD TRANSPORT CORPORATION

# Annexure - I

|  |  |  |
| --- | --- | --- |
| **MODE OF PAYMENT FOR SUCCESSFUL TENDERER FOR THE PERIOD OF TWO YEARS EXTENDABLE FOR FURTHER 3 MORE YEARS ON YEARLY BASIS** | | |
| 1 | EMD – Rs. 50,000/- | To be paid with e-Tender |
| 2 | One month License Fee for 500 buses as Security Deposit exclusive of EMD | On or before 30th day of date of receiving Temporary permission. |
| 3 | 1st Year – Monthly License fee for 500 buses + 18 % GST (The License Fee shall be applicable from the date of commencement of the project or from 91st day from the date of agreement whichever is earlier) | On or before 5th of every month in advance in equal monthly installments. |
| 4 | 2nd Year onwards -Monthly License fee for 500 buses with 10% hike + 18% GST | On or before 5th of every month in advance. |
| 5 | 18% Penal interest for all delayed payment | To be calculated from 1st day of default month |

**CHAIRMAN & MANAGING DIRECTOR**

Place: Transport Bhavan, Fort Thiruvananthapuram

Date: 26.04.2025

# KERALA STATE ROAD TRANSPORT CORPORATION

**ANNEXURE II**

(Proforma of Certificate be furnished along with Technical Bid)

**GENERAL INFORMATION ABOUT THE TENDERER**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | Name of the Tenderer Registered 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 |  | | | | | | | | | |
| **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 | | | | | | | | Yes / No | |
| 10 | Any default in payment of license fee and violations of terms and conditions in earlier business with KSRTC. | | | | | | | | Yes / No | |
| 11 | Whether blacklisted by the Central Govt/any State Govt/State Transport undertaking. | | | | | | | | Yes / No | |
| 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-III**

(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 - IV**

(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