



## **KERALA STATE ROAD TRANSPORT CORPORATION**

TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023

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### **Appendix – I**

Tender No: S001-ES01/52/2024-EST

Dt: 01.04.2025

### **TENDER CONDITIONS FOR AWARDING LICENSE TO RUN VEGETARIAN RESTAURANT AT GURUVAYUR DEPOT OF KSRTC FOR FIVE YEARS**

Tenders are invited from individuals and interested firms to Run Vegetarian Restaurant at Guruvayur Depot of KSRTC for Five Years subject to the terms & Conditions mentioned here under with an escalation of 10% of license fee of completion of every year of license period on compounding basis.

1. The Tender Form containing the tender conditions can be collected from the Office of The Chairman & Managing Director or from the web site of KSRTC ([www.keralartctenders.com](http://www.keralartctenders.com)). The cost of tender form shall be paid through Demand Draft drawn in favour of Financial Adviser & Chief Accounts Officer, KSRTC, TVM – 23 payable at Thiruvananthapuram. Cost of tender form is not refundable under any circumstances.
2. The Bidder shall quote the amount towards licence fee for one month.
3. The licence will be confirmed to the Party who quotes the highest amount in the Tender / Auction and the Temporary sanction order shall be issued on the same day positively. The successful Bidder should remit an amount equal to 25% of the security deposit through RTGS/DEMAND DRAFT/CASH on the same day of receipt of temporary sanction order.
4. 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.
5. The Bidder should specify the experience he possess in the Tender form
6. The Earnest Money of Rs.15,000/- should be remitted through Demand Draft , payment in favour of the Financial Advisor & Chief Accounts Officer, KSRTC Corporation, Transport Bhavan, Thiruvananthapuram, payable at TVM.
7. If any bidder 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 bidder 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 realised from the successful bidder invoking provisions of Kerala Revenue Recovery Act, 1968 as the case may be. The loss



sustained due to the withdrawal of successful bidder will be realised from the bidder on any manner Corporation may think fit.

8. Three months license fees as security *deposit* and 6 months license fees + GST to be remitted within 30 days/90 days (as the case may be) from the receipt of the Temporary permission (AS PER CLAUSE 9).

## 9. PAYMENT CLAUSE

<b>MODE OF PAYMENT FOR SUCCESSFUL TENDERER FOR THE PERIOD OF FIVE YEARS</b>		
1	Three months License Fee as Security Deposit exclusive of EMD	25% on the same day of receipt of Temporary sanction and balance 75% On or before 30 <sup>th</sup> /90 day (in the case of renovated/ fabricated) of date of receiving Temporary permission or commencement of project whichever is earlier.
2	1 <sup>st</sup> Year - First 6 Months License fee + 18 % GST	On or before 30 <sup>th</sup> /90 day (in the case of renovated/ fabricated) of date of receiving Temporary permission or commencement of project whichever is earlier.
3	Balance 6 Months License fee + 18% GST	In the first half on or before 5 <sup>th</sup> of every month
	From 2 <sup>nd</sup> Year onwards - 10% hike every year. First 6 Months License fee + 18% GST	Before Commencement of license period from 2 <sup>nd</sup> Year and consecutive years
4	Balance 6 Months License fee + 18% GST	In the first half on or before 5 <sup>th</sup> of every month from 2 <sup>nd</sup> Year onwards.
	18% Penal interest for all delayed payment	To be calculated from 1 <sup>st</sup> day of default month

10. 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 instalments in the manner specified herein, interest @18% per annum for the defaulted days for each monthly instalment shall be realised (*i.e. interest will be calculated from the 1<sup>st</sup> day of the respective month*). The security amount will be refunded to the licensee 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 monthly instalment 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.
11. The successful bidder 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 on or before 30<sup>th</sup> day of date of receiving Temporary permission or commencement of project whichever is earlier , embodying the conditions specified herein and such other terms and conditions as may be decided from time to time if found necessary.
  12. The electoral ID card & Aadhar card number of the licensee and witnesses has to be entered in the agreement and it's self attested copy should be made part of Agreement.
  13. In the case of failure of the successful bidder to fulfil the conditions herein stated, before the commencement of the contract or to remit the payment of the monthly instalments 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 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 licensee on any account or in any other manner as the Corporation may deem fit.
  14. No representation for the reduction of rates once accepted will be entertained under any circumstances.
  15. 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.
  16. 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 realised from the amount remitted by the licensee 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.
  17. If the licensee 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.



18. The licensee shall not have any right to continue beyond the date of expiry of contract.
19. There should be AC & Non AC Restaurants with exclusive Vegetarian Food only in compliance to the provisions of food and safety act. Norms pertaining to Food safety adhering to all relevant FSSAI regulations and standards, Fire & Rescue shall be applicable for the functioning of the restaurant. Meals served in the noon should include the traditionally preferred dish in Kerala.
20. Separate hygienic Toilet Facility should be provided for Gents, Ladies & Disabled with distinct Sign boards. There must be proper waste and sewage disposal.
21. The licensee shall procure separate electricity connection at his own cost for the operation / maintenance of the Restaurant.
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 licensee shall obtain necessary permit from the concerned Corporation/ Municipality/Panchayath for the operation of the Restaurant, and should start functioning within a period of 30/90 days.(as the case maybe)
24. The date of execution of agreement and date of functioning of the restaurant should be same. If the successful bidder 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 realised from the defaulted bidder by invoking provision of Kerala Revenue Recovery Act or any other law then in force.
25. If the license fails to begin functioning of the restaurant on or before Thirtieth /Ninetieth day (as the case maybe fabrication/renovation), however KSRTC shall consider the starting of license period from Thirtieth/ Ninetieth day itself. However if the bidder starts Functioning earlier the period of license will be considered from that date.
26. The licensee shall have no right to assign, sublet or underlet the License to any others.
27. Neither KSRTC nor Licensee 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:
  - a) Earthquake, Flood, Inundation, Landslide, Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric Disturbances.
  - b) Fire caused by reasons not attributable to the Licensor. Acts of terrorism
  - c) War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.



- d) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc, and
- e) Any other similar things beyond the control of the party, except court order/ court judgment.

28. 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.
29. Disputes if any, arising out of this agreement shall be settled within the jurisdiction of Civil Courts at Thiruvananthapuram.



**GENERAL MANAGER ESTATE**

Place: Transport Bhavan, Fort, Thiruvananthapuram

Date : 01.04.2025

**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: