

#### KSRTC - SWIFT LTD

(A Government of Kerala Undertaking)

Anayara, Thiruvananthapuram, Kerala.

Telephone No: 0471-2465000, E-mail: gm.ksrtcswift@gmail.com

Tender No. KSRTC SWIFT/192/2023/ACR

Dtd: 20/07/2024

# NOTICE INVITING TENDER (NIT) e-Tender

Tender Cum Auction for awarding licence for the Display of Advertisement by fixing acrylic transparent cover behind the Head rest of the seats of KSRTC SWIFT Super Fast Buses for a period of one year extendable for four years with an escalation of 10% of License fee on completion of every year of license period on compounding basis.

#### **COMMERCIAL BID**

E-Tenders cum Auction are invited for awarding licence for the Display of Advertisement by fixing acrylic transparent cover behind the Head rest of the seats of KSRTC SWIFT Super Fast Buses for the period of One Year extendable for four years with an escalation of 10% of License fee on completion of every year of license period on compounding basis.

#### 1. Tender Details

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a	Tender No. & Date	TENDER NoKSRTC SWIFT/192/2023/ACR dt: 20.07.2024
b	Tender Details	E-Tenders cum Auction are invited for awarding license for the Display of Advertisement by fixing acrylic transparent cover behind the Head rest of the seats of KSRTC SWIFT Super Fast Buses for the period of One Year extendable for four years with an escalation of 10% of License fee on completion of every year of license period on compounding basis.
С	Place of Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.

d	Tender Fees (Non Refundable)	Rs.2240/- (Rs. 2000/-+ GST@ 12%) (Rupees One Thousand Three Hundred and Forty only)						
e	Earnest Money Deposit. (EMD) EMD Exemption NOT allowed.	Rs.25,000/- (Rupees Twenty Five 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 <a href="https://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>						
h	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						
i	Tender inviting Authority	Chairman and Managing Director, KSRTC SWIFT Ltd., Anayara, Thiruvananthapuram- 695029						
j	Contact information for Pre-bid meeting and other clarifications	Email: gm.ksrtcswift@gmail.com Tel: 0471-2465000						

# 2. Important Dates

S1 NO	Particulars	Date and time
1	Date of release of tender	20.07.2024 (12:00 pm)
2	Date of Pre Bid Meeting	27.07.2024 (03:30 pm)
3	Mode of Pre bid meeting	Through video conference. Interested party shall register for attending the pre-bid meeting by sending email to

		gm.ksrtcswift@gmail.com until 04:00 PM on 26.07.2024
4	Online tender submission Start Date	20.07.2024 (12:00 pm)
5	Online tender submission End Date	09.08.2024 (06:00 pm)
6	Date of online Technical bid opening	12.08.2024 (11:30 am)
7	Date of opening of the price bid	Will be informed to the qualified bidders after technical-bid evaluation and publishing the results.

#### 3. Introduction

KSRTC SWIFT Ltd., (A govt. of Kerala Undertaking) operates long distance buses and Electric buses for KSRTC. Presently KSRTC SWIFT Ltd owns 434 buses in which 165 buses are electric buses operates in Thiruvananthapuram City and the 269 long distance buses are operating in intercity & interstate routes. On an average 40,000 passengers are commuting in the long distance buses and around 70,000 passengers are using the Electric buses in and around Thiruvananthapuram City. KSRTC SWIFT Ltd. intends to provide advertisement space in these buses as there is a wide reach of these buses to the travelling public which can earn additional revenue to the company.

#### 4. Scope of the Contract

E-Tenders cum Auction are invited for awarding licence for the Display of Advertisement by fixing acrylic transparent cover behind the Head rest of the seats of KSRTC SWIFT Super Fast Buses (details of buses and the advertisement space are enclosed in Appendix - I) for the period of One Year extendable for four years with an

escalation of 10% of License fee on completion of every year of license period on compounding basis. Persons / Advertisement Agencies or any other organisation can submit their e-Tender as per the details specified in the Appendix -I. Those who submit e-Tender can only participate in the auction.

The intending persons/agencies should ensure themselves before submitting their tender about the availability of space for the Display of Advertisement by fixing acrylic transparent cover behind the Head rest of the seats of KSRTC SWIFT Super Fast Buses. The tenderer may also contact all Unit Officers of the units where the buses of KSRTC SWIFT belongs to, for counter checking the site before submitting their tender. The Deputy General Manager (Technical), KSRTC SWIFT will be the coordinating officer from KSRTC SWIFT Ltd and the contact number is 0471-2993117.

#### 5. PRE -QUALIFICATION CRITERIA

- a. If the tenderer is a business establishment, it must have a valid registration certificate obtained from the statutory authority
- b. Bidder should have GST Registration.
- c. The bidder should have minimum Average Annual Turnover of Rs.20,00,000/- (Rupees Twenty Lakhs) per year for the last three financial years commencing from 2021-22.
- d. Ex-licensees with KSRTC who have made financial liability to KSRTC are not eligible to participate in the tender.
- e. The bidder should submit an affidavit for not facing Court case/ Criminal case/ revenue Recovery against KSRTC/ KSRTC SWIFT.

#### 6. General Conditions of the contract

a. Bidders should remit the required Tender Fee and Earnest Money Deposit (EMD) in Online mode through SBI/NEFT, as per 1(d), 1(e) and I(f) of the Notice Inviting Tender. No exemption in the case of EMD and Tender Fee. Bidders should ensure and convince themselves that the online payments made by them have been successfully transferred. KSRTC SWIFT Ltd. 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.
- b. Firms /Proprietors who are defaulters in payment of licence fees or penalties or having any type of existing unpaid financial obligation with KSRTC / KSRTC SWIFT will be considered disqualified. (Affidavit to be submitted as per Annexure-V)
- c. Persons/ Company/ Partnership Firms / Proprietors / Director of any Company (current/previous) having unsettled disputes/ unnecessary litigation with existing or previous contracts with KSRTC / KSRTC SWIFT will be considered disqualified. (Affidavit to be submitted as per Annexure-V)
- d. The tenderer should quote the licence fee for one Year.
- e. Normally licence 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.
- f. 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.
- g. Firms /Proprietors who have been blacklisted by the Tender inviting Authority/ Central Government/ any State Government / any State Transport Undertaking will be considered disqualified for participating in the tender during the period of blacklisting. An affidavit as per format in Annexure V (Anti-Blacklisting Affidavit) should be submitted along with the technical bid.

# 7. MODE OF SUBMITTING TENDERS

- 1. Tender documents shall be submitted through e-Tender. One for **Pre-Qualification Bid** and the other for **Price Bid**.
- 2. The tenderer shall submit the tender documents as specified hereunder.
- 3. The relevant documents to be uploaded shall not be interchanged.

#### 8. Documents to be uploaded in the e-tender Portal

- 1. Residential Certificate from Local bodies.
- 2. Nativity Certificate Or copy of Ration card.

- 3. Attested copy of voter ID card / Aadhaar.
- 4. Details of experience, in the advertising field.
- 5. Copy of the Income Tax returns filed.
- 6. Receipt of cost of tender form (e payment)
- 7. Earnest Money Deposit (e payment)
- 8. If the tenderer is a business establishment, a valid registration certificate from the statutory authority.
- 9. Copy of self attested authoritative documents to prove the identity of proprietorship /partnership /entity /company / individual.
- 10. Authorization Certificate to participate in the tender as per Annexure VI, wherever applicable.

# 9. Documents to be uploaded along with Pre-Qualification Bid

- a. All pages of NIT, Appendix and Annexures duly signed and stamped by the bidder.
- b. Tender form duly filled and signed by the tenderer (Annexure I)
- c. General information about the Tenderer (Annexure III) duly filled and signed by the tenderer
- d. Annual Turnover Statement (Annexure IV) duly filled and signed by the Auditor.
- e. Format for Affidavit certifying that Entity / Promoter(s) / Director(s) / Partners of Entity are not blacklisted / Defaulter / Involved in litigations (Annexure-V).
- f. Include authoritative documental proof of Firms/ Proprietorship/ Company/Individual.
- g. Authorization Certificate to participate in the tender as per Annexure VI, wherever applicable.

#### 10. 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

#### 1. Round 1- Opening of Pre-Qualification bid documents

The documents uploaded shall be opened at the time and date mentioned.

#### 2. Round 2 Document evaluation:-

The terms and documents submitted as part of the bids shall be scrutinised 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), KSRTC SWIFT (www.ksrtcswift.kerala.gov.in) 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.

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

#### 4. 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: <a href="mailto:etendershelp@kerala.gov.in">etendershelp@kerala.gov.in</a>; Website: <a href="mailto:www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> and make himself conversant with procedure of E-Auction related with e-Tender. KSRTC SWIFT Ltd shall under no circumstance be responsible for any failed e-Auction transactions cum procedures.

# 11. Opening of PRICE BID

a. 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.

- b. 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.
- c. The bidders have the liberty to resubmit fresh tender/documents till the last date and time of submission of the e-tender.
- d. 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.
- e. The Chairman and Managing Director KSRTC SWIFT Ltd 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.

#### 12. GENERAL INSTRUCTIONS TO BIDDERS

- a. Tender shall be made in English.
- b. 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 eportal while submitting tender.
- c. ONLINE 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: <a href="mailto:etendershelp@kerala.gov.in">etendershelp@kerala.gov.in</a>; Website: <a href="www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> and make himself conversant with procedure for online payment of the Tender Fee and EMD. KSRTC SWIFT shall under no circumstance be responsible for failed transactions due to non compliance of the above procedure.
- d. The bids will be opened online through e-GP website the 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.

- e. <u>DIGITAL SIGNATURE CERTIFICATE</u>:- 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 licence 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: <u>etendershelp@kerala.gov.in</u>. Website: <u>www.etenders.kerala.gov.in</u> on all government working days from 9.30 A.M to 5.30 P.M.
- f. 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: <a href="mailto:etendershelp@kerala.gov.in">etendershelp@kerala.gov.in</a>; Website: <a href="www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> and make himself conversant with procedure of E-Auction related with e-Tender. KSRTC SWIFT Ltd shall under no circumstance be responsible for any failed e-Auction transactions cum procedures.
- g. Bidders are advised to note the Tender ID and Tender No. & Date for future reference.
- h. 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.
- i. The digitally signed Tender document and other specified documents shall be submitted online through the e-GP website www.etenders.kerala.gov.in well in advance before the last date and time. No submission shall be allowed after the last date mentioned.
- j. 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.
- k. Furnishing of any false information / fabricated document would lead to rejection of the tender at any stage.

- 1. The bidder shall bear all costs associated with the preparation and submission of its bid and KSRTC SWIFT Ltd, 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.
- m. Conditional tenders will be summarily rejected.

#### 13. GENERAL TERMS AND CONDITIONS

- a. 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 the tender form is not refundable under any circumstances.
- b. The Tenderer shall quote the amount towards licence fee for one Year.
- c. The Annual License Fee quoted by the tenderer shall be entirely for the Display of Advertisement by fixing acrylic transparent cover behind the Head rest of the seats of KSRTC SWIFT Super Fast Buses as per Appendix I of NIT. Split rate for different quantity of buses or space of display is not allowed and the License Fee quoted shall be exclusive of GST.
- d. The licence will be confirmed to the Party who quotes the highest amount in the Tender / Auction.
- e. The Company shall normally accept the highest offer in the auction/tender but the Company 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 Company.
- f. The successful bidder shall fix acrylic transparent cover behind the head rest of the seats of one of the KSRTC SWIFT Super Fast Buses as a sample for approval.
- g. The tenderer should specify in the tender the experience he possesses and the extent of the present business in the relevant field.
- h. The Earnest Money of Rs.20,000/- should be remitted through e- payment in favour of the Financial Advisor & Chief Accounts Officer, Kerala State Road Transport Corporation, Transport Bhavan, Thiruvananthapuram.
- i. 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 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 a successful tenderer will be realised from the tenderer in any manner Company may think fit.

- j. Three months licence fees as security deposit and 6 months licence fees + GST to be remitted within 30 days from the receipt of the provisional confirmation order (Shown in Annexure II). If the party fails to remit the License Fee within the time limit, the provisional confirmation order will be cancelled without notice.
- k. The amount remitted as Security Deposit will be released to the party after the satisfactory completion of the 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). Default of any monthly instalment beyond thirty days shall not be allowed under any circumstances and the license will be terminated without prior notice. The licensee is liable to compensate the Company the loss, if any, so sustained.
- 1. 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 Company embodying the conditions specified herein and such other terms and conditions as may be decided from time to time if found necessary.
- m. 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.
- n. 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 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 Company as Company deems it fit and any amount paid by the licensee to the Company will be forfeited. Besides, the licensee shall be liable for any loss caused to the Company by reason of cancelling the contract. The amount due to the Company 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 Company may deem fit.

- o. No representation for the reduction of rates once accepted will be entertained under any circumstances.
- p. The Company 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 Company / general public. The licensee shall abide by such decision of the Company.
- q. The licensee shall be liable to pay advertisement fee, 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 or any other law then in force in respect of present as well as future claims.
- r. 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 advertisement taxes, statutory levies etc., if any, due to Government or local bodies, as well as after deducting liability if any.
- s. If the licensee retracts from the fulfilment of the contract, he shall be liable to compensate the loss, if any, sustained to Company on account of this. The loss so sustained will be realised from the defaulter invoking provisions of Revenue Recovery act or by invoking provisions of any other law.
- t. No space shall be let out to the licensee for the display of advertisements beyond the date of expiry of contract.

- u. Fixing, and removing of advertisements shall be done by the licensee at his own risk and cost. The work of fixing advertisements must be carried out in such a way that it shall neither make hindrance to service. The works relating to advertisement shall be carried out preferably during night time. The licensee shall ensure the safety and security of Buses while doing the same.
- v. Advertisements which offend any law or hurt religious feelings of people or against public policy, morality or defamatory or the display of which is prohibited by any lawful authority, shall not be displayed by the licensee in the prescribed space. The licensee shall not be allowed to display any advertisement inside or outside the other than the prescribed space.
- w. The material used for advertisement shall be eco-friendly, without causing inconvenience to the passengers and the contents not prohibited by law.
- x. Display of advertisements will not be allowed in any Buses other than the ones allotted.
- y. The licensee shall display advertisements only in the space allotted and it is mandatory to display his Licence number in every advertisement.
- z. The company reserves the right to shift the vehicles carrying advertisement from one station to another and no complaint will be entertained on that account.
- aa.List of buses and respective depots will be provided before the execution of agreement and the party should admit in writing the number of buses received. Licensee will only be allowed to advertise in those buses that the licensee has admitted.
- bb. KSRTC SWIFT Ltd has absolute right in withdrawing/detaining any buses for repairs, re-painting, preventive maintenance, CF repairs, accident repairs and overhauling or for the purpose of scrap even if any advertisement displayed on it. No complaint will be entertained on these accounts and no claim for compensation or any reduction in number of buses allowed on account of this. Company undertakes no responsibility in the case of defacement of advertisement due to any mishaps and no compensation thereon.
- cc. Bus wise individual claims/ complaints on day to day basis will not be considered. No future claims/complaints will be entertained if the buses kept

- idle for maintenance, repairs or any other administrative / operational matter of KSRTC/ KSRTC SWIFT.
- dd. KSRTC SWIFT Ltd will not be responsible for the damages made to the advertisement display material by the passengers/public.
  - The company reserves the right to exhibit any Advertisement of KSRTC/KSRTC SWIFT or any advertisement sponsored by the Company in its Buses subject to the condition that such Advertisement does not occupy more than 10% of space available. The Company will also be at liberty to utilise any space not included in the licence for any purpose, if desires so.
- ee. The Chairman & Managing Director, KSRTC SWIFT Ltd., has the right to impose penalty / fine, if any, for the violation of any of the conditions mentioned herein.
- ff. Grievances, complaints shall be entertained within 30 days only. Any requests received after 30 days time shall be rejected.
- gg. The advertisement installed by the licensee shall be removed within One week at his own costs from the date of termination. In case the Company is constrained to remove the advertisement, that entire expenditure shall be recovered from the licensee.
- hh. If any injury occurs to the public both personally and on ecological grounds, if any, the licensee shall undertake all responsibilities at his own risk and cost of damage shall be borne only by the licensee.
- ii. If the successful tenderer fails to execute the agreement as instructed in the provisional confirmation order, the Company 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 tenderer by invoking provision of Kerala Revenue Recovery Act or any other law then in force.
- jj. If the licence is terminated on attaining the agreed period, or otherwise, the licensee will only be responsible to the advertisers. The Company has no liability to the advertisers as the contract is only between the Company and the Licensee.

- kk. Neither KSRTC SWIFT Ltd 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:
  - Earthquake, Flood, Inundation, Landslide.
  - Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric Disturbances.
  - Fire caused by reasons not attributable to the Licensor. Acts of terrorism.
  - War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
  - Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc, and
  - Any other similar things beyond the control of the party, except court order/ court judgment.
- ll. Any dispute/complaint arising out of this tender will be addressed in writing to the General Manager (SWIFT). 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 tender without showing any reason.

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

Thiruvananthapuram, 20/07/2024

Chairman & Managing Director

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

Signature of bidder:

Name of bidder:

Address of bidder:

Telephone No. of bidder:

Mobile No. of bidder:

#### APPENDIX - I

# Tender Notice No:KSRTC SWIFT/192/2023/ACR dtd:20/07/2024 Specification and Details of Advertisement

#### Behind the Seat Head Rest

S1.	BUS Models	No. of buses	No.of seats	Minimum available
No		available	available for	dimensions of the
			advertising	seats space for
				display behind the
				Head Rest
				(Length x Height) cm
1	KSRTC SWIFT SUPER	151 Nos.	50 Nos/Bus	30 x 10
	FAST BUSES			



Interested party shall inspect the buses in KSRTC depots for the confirmation of available spaces in each bus. (Model specification with minimum available dimensions are enclosed herewith for reference)

The bidder shall quote the "TOTAL LICENSE FEE FOR ONE YEAR IN RUPEES" for the above buses as per Para No. 3 of Appendix – I of NIT

#### Annexure - I



TENDER FORM FOR THE CONTRACT TO DISPLAY OF ADVERTISEMENT BY FIXING ACRYLIC TRANSPARENT COVER BEHIND THE HEAD REST OF THE SEATS OF KSRTC SWIFT SUPER FAST BUSES FOR A PERIOD OF ONE YEAR EXTENDABLE FOR FOUR YEARS WITH AN ESCALATION OF 10% OF LICENSE FEE ON COMPLETION OF EVERY YEAR OF LICENSE PERIOD ON COMPOUNDING BASIS.

1. Auction / Tender Notice No. & date	: KSRTC SWIFT/192/2023/ACR Dtd: 20/07/2024
2. Last date of receipt of tender	: 09.08.2024, 06.00 pm
3. Date of opening & time	: 12.08.2024, 11.30 am
4. Venue	: Office of the Chairman & Managing Director, KSRTC Transport Bhavan, Thiruvananthapuram.
5. Name & Address of Tenderer	:
6. Communication Address Of tenderer	:
7. Mobile Number & Email ID	:
8. Additional information not covered by the above items if any , such as	:

previous experience in the relevant

field etc.

9. Enclosures	:
10. Signature , Name & Address of the	:
Tenderer	
DECL.	ARATION
I/We	
hereby agree to abide by all the t	terms and conditions of the Tender vide order
No. KSRTC SWIFT/192/2023/ACR date	ed: 20-07-2024 and in the Tender Notice No.
KSRTC SWIFT/192/2023/ACR dated: 2	20-07-2024
	Signature :
	Name :
	Address :
Date:	
N.B: The terms and conditions a	nd tender notice bearing No. KSRTC
SWIFT/192/2023/ACR dtd .20	0-07-2024 and Tender Conditions vide

N.B: The terms and conditions and tender notice bearing No. KSRTC SWIFT/192/2023/ACR dtd .20-07-2024 and Tender Conditions vide order No. KSRTC SWIFT/192/2023/ACR Dated: 20-07-2024 should be signed and enclosed together with the tender, failing which the tender will not be considered

# Annexure - II

N	MODE OF PAYMENT FOR SUCESSFUL TENDERER FOR THE PERIOD OF						
	FIVE YEARS						
1	EMD – Rs. 25,000/-	To be included with e-Tender					
2	Three months License Fee	On or before 15 <sup>th</sup> day of date of					
	Security Deposit exclusive of EMD	receiving Provisional					
		Confirmation					
3	1 <sup>st</sup> Year - First 6 Months License	On or before 15 <sup>th</sup> day of date of					
	fee + 18 % GST	receiving Provisional Confirmation					
4	Balance 6 Months License fee +	In equal instalments on or before					
	18% GST	5 <sup>th</sup> of every month (from immediate					
		successive month after paying 6					
		month's license fee in advance)					
5	From 2 <sup>nd</sup> year onwards- 10 % hike	Before 30 days from the date of					
	in License Fee every year. First 6	commencement of License period					
	Months License fee + 18 % GST	from $2^{\mathrm{nd}}$ year and consecutive					
		years.					
6	Balance 6 Months License fee +	In equal instalments on or before					
	18% GST	$5^{ m th}$ of every month from the $2^{ m nd}$					
		Year onwards (from immediate					
		successive month after paying 6					
		month's license fee in advance)					
7	18% Penal Interest for all delayed	Will be calculated from the 1st					
	payments	day of the default month.					

Chairman & Managing Director,

Thiruvananthapuram 20/07/2024

# **ANNEXURE III**

(Proforma of Certificate be furnished along with Technical Bid)

# **KSRTC SWIFT LTD**

# GENERAL INFORMATION ABOUT THE TENDERER

	Name of the							
	Tenderer							
	Registered address							
	of the firm with							
1	GSTIN							
	State				District			
	Telephone No.				Fax			
	Email				Website	;		
Con	tact Person Details							
2	Name				Designa	tion		
	Telephone No.				Mobile	No.		
Com	munication Address							
	Address							
	11001000							
3	State				District			
	Telephone No.			Fax				
	Email				Website	;		
Тур	e of the Firm ( Please	√ relevan	ıt bo	x)				
	Private Ltd.	Public Lt	d.			Propr	ietorship	
	Partnership	Society	ciety			Others,		
4	r					specif	ý	
	Registration No.	& Date	of					
	Registration.							
Natu	ire of Business ( Pleas	se √ releva	nt b	ox)				
5	Advertising Agency		I	rancl	nisee /Re	epreser	ntative	
	Media				s, specify			
Key	Key personnel Detail(Chairman, CEO, Directors, Managing Partners etc.)							

	in case of Directors, DIN Nos. are required								
6	Name			Design	nation				
	Name	Name			Designation				
Banl	k Details				-				
	Bank Acco	unt No.		IFSC (	Code				
7	Bank Na Address	ame &		Branc	h Name				
	Tel No			Email ID					
	Whether a	ny crimina	al case was regi	stered					
8	against th	of its Yes / No							
	promoters	in the pas	t?		165 / 110				
9	GST No.								
10	Other relevant Information provided *								
Date		Offic	е		Signatu	re of t	he		
Date	•	Seal			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-IV

(Proforma of Certificate be furnished along with Technical Bid)

# ANNUAL TURN OVER STATEMENT

The Annual Tur	rnover of	M/s	• • • • • • • • • •						••••		
for the past thr	ree years	are given	below	and	certified	that	the	statement	is	true	and
correct.											

S1. No	Year	Turnover in Lakhs (Rs)
1	2021 – 2022	
2	2022 - 2023	
3	2023 - 2024	
	Total	
1	Average Turnover per year	

Date:		
Signature of Auditor		
(Name in Capital)		
	Seal:	

#### Annexure - V

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

#### **AFFIDAVIT**

Format for Affidavit certifying that Entity / Promoter(s) / Director(s) / Partners of Entity are not blacklisted / defaulter / involved in litigations.

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 ....., 2024

Signature,

Name & Address of the Tenderer

# Annexure - VI

# (Proforma of Certificate be furnished along with Technical Bid) AUTHORIZATION CERTIFICATE

(On a Stamp Paper of relevant value)

I/	We	• • • • • • • • • • • • • • • • • • • •			(nar	ne and addre	ss of	
the registere	ed office)	do here	by const	itute, appoi	nt and a	uthorise Sri,	/Smt	
		• • • • • • • • • • • • • • • • • • • •		(name and	address)	who is pres	ently	
employed	with	us	and	holding	the	position	of	
• • • • • • • • • • • • • • • • • • • •	•••••	• • • • • • • • • • • • • • • • • • • •	as	our author	ized repr	esentative, to	o act	
and sign on	my/our b	ehalf to	participa	te in the ten	der No.	for	the	
Display of A	dvertisem	ent by f	ixing acry	lic transpar	ent cover	behind the l	Head	
rest of the se	eats of KS	RTC SW	IFT Supe	r Fast Buses	S.			
I/	We here	by also	undertak	te that I/we	will be r	responsible fo	or all	
action of Si	ri/Smt	•••••	• • • • • • • • • • • • • • • • • • • •	•••••	underta	aken by him	./her	
during the	tender pr	ocess a	nd there	after on aw	ard of t	he license &	the	
subsequent	contract e	executed	with KS	RTC SWIFT I	Ltd. His	/ her signatu	ıre is	
attested belo	ow							
	Dated this theday of 2024							
				For				
(Nome o	Oi ere e trans	Dagian	ation one	1 Addmana of	+1a a a a ma u	t t 1 - 1	.: 41	
(maine, i	Signature,	, Design	ation and	i Address of	the comp	oetent author	ıtyj	
			Accep	oted				
			riccop	(Signa	iture)			
(Name	e, Title an	d Addre	ss of the	person auth	,	the firm)		
(	,				35	,		