



KSRTC - SWIFT LTD
(A Government of Kerala Undertaking)
Anayara, Thiruvananthapuram, Kerala.

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

No. KS-GL01/105/2024-GL-K-SWIFT

Date: 27/12/2024

NOTICE INVITING TENDER (NIT) e-Tender

Auction Cum e-Tender are invited for awarding License for displaying advertisement through TV fitted in 386 Nos. of KSRTC-SWIFT Buses through PASSENGER INFORMATION SYSTEM (LED TV) for a period of 1 Year and extendable for 1 more year.

a	Tender No. & Date	TENDER No KS-GL01/105/2024-GL-K-SWIFT dated 27/12/2024
b	Tender Details	Auction cum e-tender are invited for awarding license for displaying advertisements through TV fitted in 386 Nos. of KSRTC-SWIFT buses through Passenger Information System (LED TV).
c	Place of Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.
d	Tender Form Fees (Non Refundable)	Rs.500 /-+ GST@ 18%(Rupees only)
e	Earnest Money Deposit. (EMD) EMD Exemption NOT allowed.	Rs. 50,000/- (Fifty Thousand Rupees 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
h	For Clarification if any	Contact : gm.ksrtcswift@gmail.com
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
i	Tender inviting Authority	Chairman and Managing Director, KSRTC-SWIFT LTD, Anayara, Thiruvananthapuram-695029 0471-2993117

1. Introduction

KSRTC-SWIFT Ltd is a Govt. undertaking company operates Buses in the Long Distance and City services for KSRTC. Presently, KSRTC-SWIFT owns and operates 444 buses out of which 279 are long distance Super Class services and 165 Electric buses are operating in Thiruvananthapuram City. All the buses except 8 Sleeper Buses & 50 Electric buses are fitted with LED TVs/Monitor for the display of advertisements as per the details below:

SL No	TYPE OF BUS	No of buses	Size of TVs in inch
1	ELECTRIC BUS	113	23"
2	DOUBLE DECKER	02	23"
3	AC PREMIUM SUPERFAST	10	23"
4	SUPERFAST	151	32"
5	HYBRID BUS NON AC AND AC	2	23"
6	AC SEATER	20	19"
7	DELUXE AIR BUS	88	19" / 32"
	TOTAL	386	

2. Licensing and Contract Terms

- **Duration:** The license to install and operate the TV in the buses will be awarded initially for a period of 1 year and extendable up to 1 more year with 10% increasing licence fee.
- **Number of Buses allotted for The project** – The Bidder can quote for the 386 buses of KSRTC-SWIFT Ltd. The tender will be finalized to the one who quotes the highest license fee for all buses for one month. The Licensee has only the right to display only in the 386 buses only. Licensee has no right over the other buses to implement the PIS equipment on buses other than the 386 buses.
- **Performance Monitoring:** Regular performance reviews will be conducted by KSRTC/KSRTC-SWIFT. The display of the advertisements in the buses will be done only after the approval and sanctioned by KSRTC-SWIFT.
- **Selection of Contents-** The licensee can play Censored Movie songs, Movie Scenes, Awareness messages, Advertisements in the intervals. The Movie songs, Movie Scenes and advertisements displaying on the TV shall be as per existing Indian Laws and the licensee should have the copyright of the same. Shall not advertise

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.

- **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 its 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.
- **License Fee** - The bidder shall quote licence for one month for all buses and normally selected who quote the highest licence fee.
- **Security Deposit** – The Licensee has to remit a security deposit that equals to the total license fee for three months.

Auction cum e-Tenders are invited for displaying advertisement through TV in 386 buses for a period of 2Years. The selected bidder will be responsible for designing, supplying, installing, Testing and Maintaining the System. On satisfactory performance and on completion of a period of one year and extendable for 1 more year there will be an escalation of 10% of license fee per year throughout the license period, on compounding basis.

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

3. Eligibility Criteria

- a. The intending persons /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 or similar electronic devices in public transportation /public places.

- b. Bidders must provide Annual turnover statement as Annexure IV and it should meet the company requirements.
- c. The bidder shall be a legal entity/ persons/firms/business establishment. The bidder should not have any previous legal disputes with KSRTC.
- d. The bidder should have GST Registration.
- e. The bidder should have minimum Annual Turnover of Rs. 10,00,000/-per year.
- f. The bidder shall not be blacklisted by the Central Government/ any State Government /any State Transport Undertaking. (refer Annexure V)
- g. The EMD of bidder shall be forfeited for defective submission of tenders and the consequent disqualifications.
- h. 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.
- i. 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.

4. GENERAL TERMS & CONDITIONS

Bidders should remit the required Tender Form Fee and Earnest Money Deposit (EMD) in 'Online mode' through SBI/NEFT, as per 1(e) and I(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.

- a. The tenderer should quote the license fee 386 buses per month exclusive of taxes and levies.

- b. 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.
- c. 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.
- d. The Licensee should take all the approvals from Government bodies and authorities.
- e. In case of any accident injuries/damages happened to the passengers /Public in the bus due to PIS, KSRTC/KSRTC-SWIFT don't have any responsibility or liability to resolve the same. The licensee has to resolve all such issues.
- f. KSRTC-SWIFT has the right to modify or amend the contract if any violations noticed in the agreement conditions.
- g. 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.
- h. KSRTC-SWIFT has the right to shift the vehicles from one station to another station for the passenger convenience.
- i. The Mode of Payment by the Licensee through bank Transfer Only.
- j. The Non Remittance of License fee of a single month should lead to the termination of licensee without any notice.
- k. KSRTC-SWIFT 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. In case of Scrap situation KSRTC-SWIFT 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.

- l. 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"
- m. Grievances/Complaints shall be entertained within 30 days only from the instance. Any requests arised after 30 days of instance will not be considered.
- n. The EMD of unsuccessful tenderers shall be released after the work order is placed to the successful bidder.
- o. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the tendering Authority reserves the right to reject such tender at any stage. If any unethical practices are adopted for securing the Contract, the offer of such a tenderer shall be rejected.
- p. No tenders will be accepted after the stipulated date and time specified herein.
- q. 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 and the assured advance 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 successful tenderer will be realised from the tenderer on mom any manner Company may think fit.
- r. 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 at and such other terms and conditions as may be decided from time to time if found necessary.
- s. 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.

- t. In the case of failure of the successful tenderer 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 bidder 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 invoking provisions of Bank Guarantee or 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.
- u. No representation for the reduction of rates once accepted will be entertained under any circumstances.
- v. 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.
- w. 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 Service Tax 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.

- x. 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 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.
- y. The licensee shall stop the functioning of PIS as and when required by the Company. No compensation shall be paid for this purpose.
- z. Arrears of licence fee consequent on a revision shall be paid by the licensee within one month from the date of its intimation from the Company and in case the licensee fails to comply the instructions in this regard it shall be lawful to the Company to realise it together with the penalty at the rates o aforementioned in this agreement. Any damage or expense incurred by the Company in this regard will also be recoverable from licensee.
- aa. The successful bidder shall at his own cost undertake all responsibilities in connection with the obtaining of advertisements and publication of any descriptive literature and collection of all taxes, if any, from the advertisers.
- bb. 20% of the operational time is reserved for making the company's advertisements/announcements/displays and those sponsored by the company free of cost and the successful bidder shall not depart from such requisitions of the company at any time. Advertisement can be done between two KSRTC SWIFT service notifications.
- cc. No advertisements, which offend any law or religious feelings of any set of b/ people, public morality or defamatory or the display of which is prohibited by any lawful authority, shall be displayed by the successful bidder. Advertisements can be done between two KSRTC service operations. The company reserves the right to refuse the display of any advertisements at anytime without showing any reason if deemed necessary in the interest of the company.
- dd. The successful bidder shall be liable to pay advertisement fee or other recharges if any levied by the Government or other local bodies.

- ee. If at anytime during the period of this contract any authority duly authorised by the Government on that behalf lawfully require the company to remove or discontinue such advertisements, the successful bidder shall comply with such instructions and he shall not be entitled to any compensation on account of such removal or discontinuance.
- ff. I shall be lawful for the company, in appropriate cases to levy a fine not exceeding Rs.5000/- (Rupees five thousand only) in any case, on the licensee for any non compliance with the instructions issued to the licensee from time to time by the company, in all matters related to the proper conduct of the business by the licensees.
- gg. The licensor shall not be held liable for any damages in the event of any loss caused to the licensee by occurrence of any natural calamity, Act of God, riot, rebellion, burglary, looting, arson, manipulation etc. The licensor shall not undertake any liability to compensate for any loss caused by the temporary disruption of services due to any strike/stir called by the employees permanent or casual of the licensor.
- hh. The licensee shall arrange at his own cost but under the supervision of the Company., copying of advertisement contents in the display units within the buses required for the proper conducting of the business without causing any damages to Company's property or any obstruction to the smoothness of the Company's business and without becoming liable in any manner for the Company. The licensee will not make any alternations/ extensions in the display units within the buses, space or any fittings or other installations therein and will be liable for any damage caused to the units and the installations therein and will compensate the cost incurred by the Company for making good all such losses or for repairing all such damages at the rates assessed by the Company.
- ii. On the termination of this agreement, the licensee hereby undertakes to peacefully remove all the advertisement contents on

the date of expiry of this contract itself or within such time as prescribed by the Company in writing.

- jj. In case the company finds that the licensee becomes unable to abide with any of the conditions of this agreement to the best satisfaction of the Company, the Company reserves the right to terminate the licence at any time at one month's notice. The licensee can also terminate the license by giving one month's notice in advance to the company.
- kk. In case the licensee fails to abide by any of the conditions stipulations and agreement herein contained and on his part to be observed and performed therein and in such case it shall be lawful for the Company if it thinks fit to do so by an order in writing to put an end to this contract and in case the company shall have incurred, sustained or been put to any cost, damage or expenses by reasons of the license having been so put an end to or in case any costs, damages, losses, expenses or any money shall then or at any time during the continuance of this licence, be payable by the licensee to the company to realise from and out of any money payable or owing to the licensee from the company under and by virtue of this contract or otherwise and the licensee shall be liable to pay all such costs or damages or expenses, the company may have sustained, incurred or been put to by emission of this licence having been put an end to as aforesaid and also all such costs, damages, losses, expense and other moneys as shall be the time being payable by the licensee as aforesaid manner.
- ll. Every notice hereby required or authorised to be given may be handed over to the licensee or his agent in person or by post to the address provided in the agreement or furnished along with the tender if so posted, shall be deemed to have been served on the licensee on the date on which, in the ordinary course a letter so addressed and posted would reach his place of abode or business.
- mm. In case the licensee or the establishment in representation of which the licensee has exacted this agreement becomes insolvent or goes in to liquidation or makes or proposes to make any

assignment for the benefit of his creditors or proposes to compound with his creditors for the settlement of the debts of carries on this licence or business under inspection on behalf of his creditors or in case any order from the administration of his creditors is made against his or in case the, licensee shall commit any act of insolvency or in case under any clause of this licence, the licensee shall have rendered himself liable to damages amounting to the whole of security deposit, creditors the company shall thereupon, after giving notice to the licensee, terminate the license and such termination of the licence shall without any prejudice to any right or remedy of the company against the licensee in respect of any breach of contract committed by the licensee.

- nn. All expenses a damages caused to the Company by any breach of this licence or any part thereof by the licensee and all amounts due to the company under or by virtue of this licence shall be paid by the licensee to the company with interest at the rate 18% and on failure it shall be lawful for the company to realise such expense and damages from the licensee and the members of the governing body of the institution or from their creditors or hearers or from their properties movable and immovable under the provisions of the revenue recovery act, 1968 as if such sum are arrears of land revenue due on land or under the provisions of any law being in force for the time being as the company may deem fit.
- oo. The successful bidder shall obtain prior sanction for each item of advertisement before the exhibition/display.
- pp. The successful bidder shall not assign, sub let or under let the rights under this agreement to other person.
- qq. The successful bidder shall have to provide a software with Dash Board to KSRTC – SWIFT to monitor the No. of buses in which advertisement is displayed validity period of advertisement and its status of working.

5. 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. The bidder shall upload the documentary proof that partnership firm, consortium or any entity and have minimum three years of experience.
2. The bidder shall upload the valid GST registration.
3. ANNEXURE –A, General Information about the Tenderer after filling all the column and duly signed and stamped by the bidder should be uploaded.
4. Tender form duly filled and signed by the tenderer (Annexure I) Accepted and signed copy of tender notice No. GL01/105/2024-GL-K-SWIFT dated: 27/12/2024 and terms & conditions of tender bearing No. GL01/105/2024-GL-K-SWIFT dtd 27/12/2024 (All pages duly filled signed and Stamped by the bidder along with Appendix –I, Annexure II).
5. Annual Turnover Statement. (Annexure IV)
6. An affidavit as per format in Annexure–V (Anti-Blacklisting Affidavit) attested by NOTARY
7. Experience certificate.
8. Any other document to prove eligibility criteria.

6. TENDER PROCESS:

The tender evaluation will be undertaken in four rounds.

Round 1 - Opening of Pre-Qualification 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.

- 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 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.

Round 4 – e-Auction

7. GENERAL INSTRUCTIONS TO BIDDERS

- a) Tender shall be submitted in English Language only.
- b) Firms who are not blacklisted by KSRTC or by Govt. of Kerala can participate in the tender.
- c) 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.
- d) **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** 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.
- e) The bids will be opened online through the e-GP website 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
- f) to other reasons shall be informed by way of Corrigendum published in the e-GP website.
- g) **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 on all government working days from
9.30 A.M to 5.30 P.M.

- h) **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
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.
- i) Bidders are advised to note the Tender ID and Tender No. & Date for
future reference.
- j) 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.
- k) 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.
- l) 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.
- m) Furnishing of any false information / fabricated document would
lead to rejection of the tender at any stage.
- n) The bidder shall bear all costs associated with the preparation and
submission of its bid and KSRTC-SWIFT, 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.

- o) Conditional tenders will be summarily rejected.
- p) No reduction in the rates shall be entertained after acceptance of the tender or during the period of the term of Contract.
- q) The successful tender will have to execute an agreement with the Authority broadly covering scope of work, requirements, terms and conditions of the services to be provided to the Tendering Authority on a judicial stamp paper of Rs. 500/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency/firm/company.

Tender Inviting Authority

Place: Anayara
Thiruvananthapuram
Date: 27/12/2024

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

Signature of bidder :

Name of bidder :

Address of bidder :
With Mobile No

Auction cum E-tender are invited for awarding license for displaying advertisements through TV fitted in 386 Nos. of KSRTC-SWIFT buses through Passenger Information System (LED TV) for a period of 1 year and extendable for 1 more year.

Auction cum E-tender are invited for awarding license to displaying advertisements and KSRTC-SWIFT service details in 386 Nos. of KSRTC-SWIFT buses through Passenger Information System (LED TV) for a period of 1 year and extendable for one more year with 10% increase in licence fee.

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 licence fee for 386 buses for one month.**
3. The licence will be confirmed to the Party who quotes the highest amount in the Tender / Auction.
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 Mode of Payment to KSRTC through Bank Transfer Only. Refer Annexure II)
6. If the Licensee fail to remit the instalments of license fee in the manner specified or may default in payment of License fee the contract shall not be extended.
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 Corporation, 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 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. Three months license fees as security *deposit* and 6 months license fees + GST to be remitted within 60 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. 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.
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.
13. 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.
14. In the case of failure of the successful tenderer 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.
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 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.
17. 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.
 18. 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.
 19. The licensee shall not have any right to continue beyond the date of expiry of contract.
 20. The Chairman & Managing Director, KSRTC-SWIFT has the right to impose penalty/ fine, if any, for the violation of any of the conditions mentioned herein.
 21. 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 realised from the defaulted tenderer by invoking provision of Kerala Revenue Recovery Act or any other law then in force.
 22. The licensee should start full functioning within the timeframe
Structured.
 23. The licensee shall have no right to assign, sublet or underlet the license to any others.
 24. 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.
 25. 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.

26. Neither KSRTC-SWIFT 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.
27. 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.
27. 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.
28. 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.
29. If any modification or amendment is necessitated, it will be done by the written consent of both the parties
30. Disputes if any, arising out of this agreement shall be settled within the jurisdiction of Civil Courts at Thiruvananthapuram.

Tender Inviting Authority

Place: Anayara, Thiruvananthapuram

Date : 27/12/2024

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:

(proof copies to be enclosed)



TENDER FORM

KS-GL01/105/2024-GL-K-SWIFT

Price : Rs.500/-+18% GST

TENDER FORM FOR AWARDING LICENSE for displaying advertisements through TV fitted in 386 Nos. of KSRTC-SWIFT buses through Passenger Information System (LED TV)

Auction cum e-tender are invited for awarding license for displaying advertisements through TV fitted in 386 Nos. of KSRTC-SWIFT buses through Passenger Information System (LED TV)

1. Auction / Tender Notice No. & date : GL01/105/2024-GL-K-SWIFT
Dated 27/12/2024
2. Last date of receipt of tender : -----, 16.00 Hrs
3. Date of opening & time : -----, 11.00 Hrs
4. Venue : The Office of the Chairman &
Managing Director, KSRTC,
Transport Bhavan,
Thiruvananthapuram.
5. Name, status and Address of Tenderer :
6. Communication Address of the 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 :

Signature, name & address
of the tenderer :

DECLARATION

I /We..... hereby agree to abide by all the terms and conditions of the Tender and the Tender Notice vide order No. GL01/105/2024-GL-K-SWIFT Dated: /01/2025.

Signature :

Name :

Address :

Date:

N.B: *The terms and conditions and tender notice and Tender Conditions vide order No. GL01/105/2024-GL-K-SWIFT dtd 27/12/2024 should be signed and enclosed together with the tender, failing which the tender will not be considered.*

Annexure - II

MODE OF PAYMENT FOR SUCCESSFUL TENDERER		
1	EMD – Rs. 50,000/-	To be paid with e-Tender
2	Three months License Fee as Security Deposit exclusive of EMD	Within 30 day of date of receiving Temporary permission.
3	1 st Year - First 6 Months License fee + 18 % GST	Within 60 th day of date of receiving Temporary permission.
	Balance 6 Months License fee + 18% GST	In the first half on or before 5 th of every month
5	From 2 nd Year onwards -10% hike every year. First 6 Months License fee + 18% GST	Before Commencement of license period from 2 nd Year and consecutive years
	Balance 6 Months License fee + 18% GST	In the first half on or before 5 th of every month from 2 nd Year onwards.

Tender Inviting Authority

Place :Anayara
Thiruvananthapuram
Date : 27/12/2024

ANNEXURE III

(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			
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	GST in %			
14	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-IV

(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	2019 – 2020	
2	2020 – 2021	
3	2021 – 2022	
4	2022 – 2023	
5	2023 – 2024	
Total		
Average Turnover per year		

Date:

Signature of Auditor
(Name in Capital)

Address

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**

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).

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 thisDay of, 20.....

Signature, Name &
Address of the Tenderer