



## KERALA STATE ROAD TRANSPORT CORPORATION

TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM-695 023

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

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TENDER No. **S001-ES01/21/2025**

Dtd: **16.05.2025**

### **NOTICE INVITING TENDER (NIT)**

**E-TENDER CUM AUCTIONS ARE INVITED FOR AWARDING LICENSE TO OPERATE FOOD MALL AT KSRTC OWNED LAND AT MUNNAR DEPOT OF KSRTC FOR A PERIOD OF 5 YEARS EXTENDABLE FOR ANOTHER 5 YEARS BY INDIAN AND INTERNATIONAL FOOD/COFFEE HOUSES OR ESTABLISHMENTS OF CHAIN BRANDS(ON AN ESCALATION OF 10% OF LICENSE FEE EVERY YEAR)**

a	Tender No. & Date	TENDER No. S001-ES01/21/2025 EST Dtd: 16.05.2025
b	Tender Details	E-Tender cum Auction are invited from interested parties for awarding license to operate Food Mall at KSRTC Owned Land at Munnar Depot of KSRTC For a period of 5 years extendable for another 5 years by Indian and International Food/Coffee Houses Or Establishments of Chain Brands.
c	Place of Opening	Kerala State Road Transport Corporation, Transport Bhavan, Fort, Thiruvananthapuram.
d	Tender Form Fees (Non Refundable)	Rs.11,200/- (Rs. 10,000/-+ GST@ 12%) (Rupees Eleven Thousand two hundred only)
e	Earnest Money Deposit. (EMD) EMD Exemption NOT allowed.	Rs. 2,00,000/- (Rupees Two Lakh Only)
f	Mode of Payment of EMD & Cost of Tender	Online through SBI Internet Banking/NEFT through e-procurement portal. EMD & Tender Fee should be remitted as a single transaction. Split payment is not allowed.
g	Mode of Submission of Tender	Tender should be submitted online through e-GP website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>

h	Contact address/ Telephone nos. for help in case of any doubt in NIT	Estate Officer, KSRTC Telephone No: 0471-2471011, (Extn : 232) Mob: +91 9188619384
i	Contact address/ Telephone nos. for help in case of any doubt in e- tendering process (Help desk)	Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram. - 695004 Ph: 0471 - 2577088, 2577188; Toll free No.18002337315; e-mail: <a href="mailto:etendershelp@kerala.gov.in">etendershelp@kerala.gov.in</a> Website: <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
j	Tender inviting Authority	Chairman and Managing Director, Kerala State Road Transport Corporation, Transport Bhavan, East Fort, Thiruvananthapuram -695023

## Important Dates

SI NO	Particulars	Date and time
1	Date of release of tender	16.05.2025 (06:00 PM)
2	Online tender submission Start Date	17.05.2025 (11:30 AM)
3	Online tender submission End Date	31.05.2025 (05:00 PM)
4	Date of online Technical bid opening	02.06.2025 (11:00 AM)
5	Date of opening of the price bid	Will be informed to the qualified bidders after technical-bid evaluation and publishing the results.

### 1. Introduction

Kerala State Road Transport Corporation (KSRTC) is the sole public transport undertaking in Kerala constituted under the provisions of the Road Transport Corporation Act, 1950 has decided to license out building/ commercial space available in KSRTC Munnar Depot for operating Food Mall with an intention to facilitate better amenities/hospitality to its passengers and the travelling public.

### 2. Objectives

KSRTC, as a new initiative, intends to provide standardised facilities and food culture to its passengers & visitors, visiting Munnar (the Kashmir of South

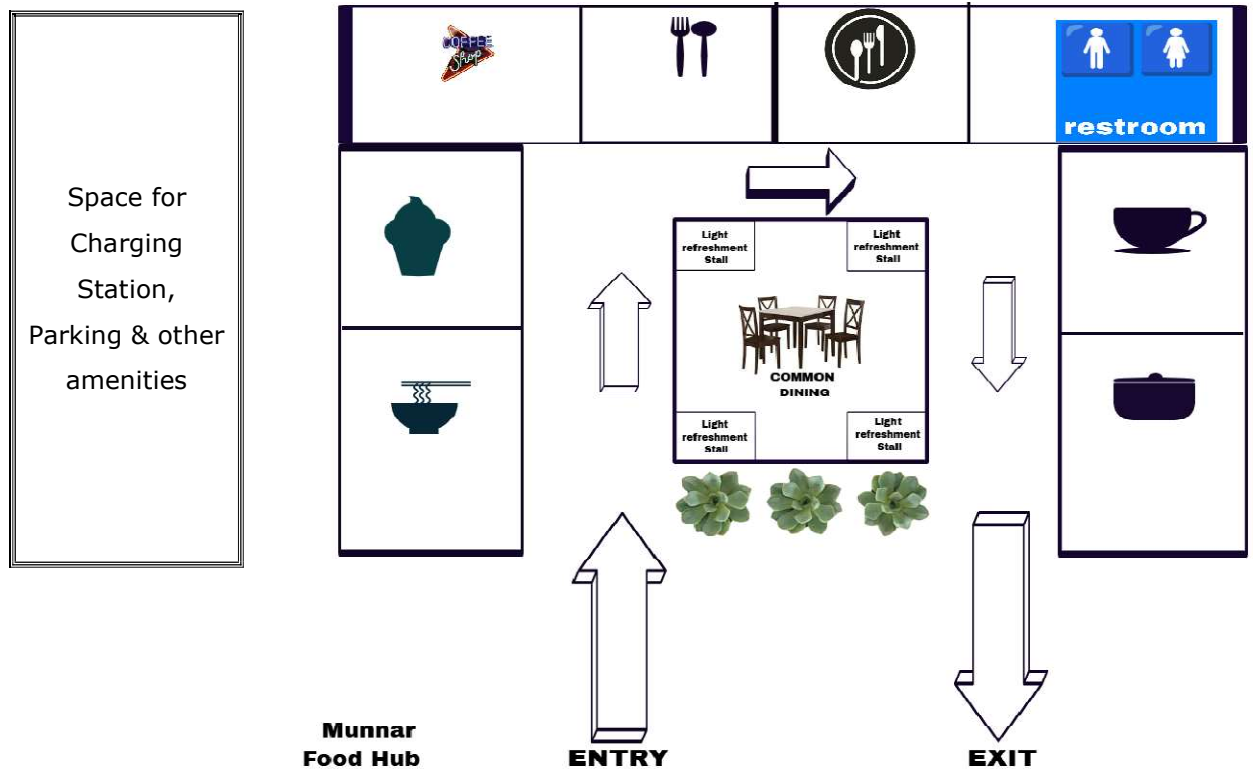
India) by licensing the commercial space at Munnar owned by it. The main objective of such an initiative is to arrange high standard, quality oriented, hygienic and healthy food/coffee outlets and other facilities to the travellers. A brief outline of the concept is placed below for reference:

### **(A) Background**

Munnar, one of Kerala's premier tourist destinations, welcomes thousands of travellers each year. However, the absence of a well-equipped, modern rest area has led to a demand for premium facilities. Our project aims to redefine the highway refreshment experience by establishing a world-class rest and food hub near the KSRTC Bus Stand, Munnar. Combining comfort, convenience, and sustainability, the Food Mall Munnar will serve as a one-stop destination featuring diverse dining options, essential travel services, and a range of traveller-friendly amenities.

This project will be designed with an emphasis on seamless traveller experiences, incorporating state-of-the-art technology and eco-friendly solutions. The facility will cater to both short and long-haul travellers, providing them with the best possible hospitality and convenience.

## (B) Schematic Plan for the Food Mall



*The layout is given for reference only*

*The above layout is only for reference. The bidder shall rearrange the layout as per the requirement according to the availability of space.*

## Project Location

Site: Near KSRTC Bus Stand, Munnar, Kerala

Latitude & Longitude: 10.073529250031976, 77.0621616542978

Accessibility: Located along NH 85, ensuring easy connectivity for both private and public transport users.

### **(C) Project details**

The project aims to provide world class experience to the travellers to the scenic Munnar in which the facilities shall be developed by including the following features:

#### **a) Multi-Cuisine Dining & Refreshments**

- A food mall featuring international brands along with local Kerala delicacies.
- A dedicated tea and coffee lounge showcasing Munnar's world-famous tea plantations.
- Open-air dining spaces offering scenic views, enhancing the traveller's dining experience.
- A 24/7 operational cafeteria catering to late-night and early-morning travellers.
- Takeaway and drive-through services for travellers on the move.

#### **b) Hygienic & Eco-Friendly Restrooms**

#### **c) Modern, well-maintained restrooms with 24/7 housekeeping.**

#### **d) Eco-friendly sanitation systems ensuring sustainable waste management.**

#### **e) Convenient Parking space for the travellers and there shall be a provision for EV charging station for electric vehicles.**

#### **f) Dedicated women's and children's rest rooms for added convenience and comfort.**

#### **g) Retail & Convenience Stores**

#### **h) Local handicrafts and souvenir shops promoting Munnar's rich culture.**

#### **i) Grocery, travel essentials, and convenience stores ensuring travellers have access to necessities.**

#### **j) Exclusive organic produce store featuring Munnar's finest tea, spices, and local specialties.**

#### **k) Recreational & Relaxation Areas**

#### **l) Dedicated kids' play area, ensuring a family-friendly experience.**

#### **m) Green zones with seating areas for relaxation and photography opportunities.**

#### **n) Outdoor entertainment spaces featuring live performances and cultural showcases.**

#### **o) Tourist Information & Assistance**

- p) A dedicated information centre offering details on Munnar's tourist attractions, trekking routes, and local events.
- q) Booking services for local tours, accommodations, and transport facilities.
- r) Interactive digital kiosks providing real-time travel and weather updates.
- s) Medical & Emergency Facilities. A fully stocked pharmacy and a first-aid centre to address medical emergencies. 24/7 emergency response team for immediate assistance. Tie-ups with local hospitals for extended medical care.
- t) Banking Services: ATM and banking services for seamless financial transactions. Contactless payment systems for enhanced safety and convenience.

#### **(D) Objectives of the Project**

- Establishing a world class rest stop that offers comfort, convenience, and premium services.
- Providing a range of facilities catering to diverse traveller needs, ensuring a stress-free journey.
- Offering seamless service experiences through smart technology, such as contactless payments and digital kiosks.
- Promoting waste reduction through recycling initiatives and eco-friendly packaging solutions.
- By integrating premium amenities, innovative services, and sustainable infrastructure, Food Mall Munnar aims to establish itself as a first-of-its-kind traveller's hub. Through meticulous planning, advanced technology, and strategic partnerships, this project will redefine the rest-stop experience, making it the preferred destination for thousands of travellers seeking a refreshing break on their journey. With a focus on modern convenience, cultural heritage, and environmental responsibility, this initiative is set to elevate Munnar's travel infrastructure, creating a benchmark for future developments in the region.

### **3.Scope of the Contract**

E-Tender cum Auction are invited from interested parties for awarding license to operate Food Mall at KSRTC Owned Land at Munnar Depot of KSRTC for a period of 5 years extendable for another 5 years by Indian (with

presence in at least two states of INDIA) and International Food/Coffee Houses Or Establishments Of Chain Brands. On satisfactory performance and on completion of a period of one year there will be an escalation of 10% of license fee every year, on compounding basis.

Interested parties who can bring reputed and experienced food/coffee house chain operators and other establishments (Indian or International) can submit their e-Tender.

The intending firms/entities should ensure the availability by themselves of space to operate the outlets before submitting the e-tender. The bidder may also contact General Manager (Estate) 9958557894 /ESTATE OFFICER (9188619384) of KSRTC for identifying the site before submitting their tender. In case any difficulty arises out in identifying the commercial site, the bidders may also contact the Estate Officer of KSRTC.

KSRTC shall provide space for the outlet. However the bidder can construct the building at their own cost, meeting all standards, with the approval of KSRTC.

#### **4. PRE QUALIFICATION CRITERIA**

1. A Bidder can be a firm/company.
2. The bidder should be running a business in India which shall be in operation for a minimum period of 15 years since its inception.
3. The bidder should have GST Registration.
4. The bidder should have minimum Annual Turnover of Rs.10 Crore per year.
5. The bidder shall not be blacklisted by the Central Government/ any State Government /any State Transport Undertaking.
6. The EMD shall be forfeited for defective submission of tenders and the consequent disqualifications.
7. Defaulters of KSRTC in payment of license fee and other violations of terms and conditions in earlier business with KSRTC shall be disqualified.
8. Bidders those who are having unsettled disputes /unnecessary litigation with existing contracts with KSRTC will be considered Disqualified.

## **5. General Conditions of the contract**

- a. Bidder should have availed a valid statutory license.
- b. The construction should be temporary in nature and no permanent structure is allowed except the basements, if required.
- c. Any lapse in the security/stability of the fabricated structure for which KSRTC will not be responsible for any mishaps arises out of it.
- d. The utensils and tables used should meet the standards *and fssai*.
- e. Separate hygienic Toilet Facility should be provided for Gents, Ladies & Disabled with distinct Sign boards.
- f. There must be proper waste and sewage disposal mechanism complying all the statutory requirements.
- g. The exterior and interior design of the project specifying the area to be occupied shall be made by the licensee with the approval of the Chairman & Managing Director, KSRTC. No deviations shall be allowed after the approval of CMD.
- h. All the civil works / land levelling and other associated activities to be carried out by the successful bidder.
- i. The bidder can sublet the licensed space, either in whole or in part, to others with such rents and deposits as may be mutually agreed between the Licensor and the sub-licensees, strictly subject to and in adherence of the terms and conditions stipulated in the tender document.
- j. KSRTC has full right to vacate the premises allotted to the Licensee on attaining the completion of contract period or to evict the Licensee from the premises, due to any reasons, even if any pending litigation/issues exist for the Licensee with its sub-licensees or any parties associated.
- k. KSRTC will not have any responsibility for any actions of the sub-licensees, instead, the Licensor of KSRTC shall always be bound responsible for all and every actions of the sub-licensees and also shall indemnify KSRTC for any loss, damages, expenses etc., due to such actions.
- l. The entire water and electricity charges for the licensed space shall be borne by the successful bidder and shall remit the same without any default and KSRTC shall not be responsible for any such default by the successful bidder.
- m. Any default in payments in terms of Water, Electricity or any statutory payments due to the licensee will not be allowed and in case of such



defaults by the licensee even for a single month will be considered for not renewing the contract further.

- n. All statutory payments or any other levies or taxes shall be paid by the successful bidder and KSRTC shall not be responsible for any such default by the bidder.
- o. Any claim raised during the operation of the outlets in any means shall be settled by the successful bidder and KSRTC shall not be responsible for any such claims.
- p. KSRTC will not be responsible for any claims raised out of the food safety related issues, and the Licensee will be held full responsibility on the same.
- q. The entire operation of the outlets including the deployment of manpower as per applicable laws shall be the responsibility of the successful Bidder.
- r. 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.
- s. **The area of the proposed site is approximately 13,100 sq.ft. The bidder should quote the license fee per square feet for one Month exclusive of taxes and levies for the proposed site.**
- t. Normally license will be awarded to the bidder who quotes the highest amount in e-tender and in the E-auction. The total monthly license fee will be based on the entire area occupied for the project as per the clause (s) above. 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.
- u. Opening of E-Tender and E-Auction will be done at the time and date noted in the e- tender portal at the Office of the Chairman and Managing Director, KSRTC.
- v. The fabrication of the building/ temporary structures meeting all the standards & security requirements shall be completed within 90 days from the date of provisional order from KSRTC.

## **6. 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**

- a. Tender form duly filled and signed by the bidder (Annexure I Accepted and signed copy of tender notice No. S001-ES01/21/2025 EST dated: 24.04.2025 and terms & conditions of tender bearing No. S001-ES01/21/2025-ESTdated: 24.04.2025 (All pages duly filled signed and Stamped by the bidder along with Appendix –I, Annexure I )
- b. General information about the Bidder (Annexure II).
- c. Annual Turnover Statement.(Annexure III)
- d. An affidavit as per format in Annexure– IV (Anti-Blacklisting Affidavit No unsettled disputes/ unnecessary litigation, and also are not defaulters in payment of licence fees or penalties or having any type of existing unpaid financial obligation) attested by NOTARY.
- e. Self attested copy of valid PAN of the bidder, GST certificate.
- f. Valid GST Certificate in the name of the entity participating in e-tender.
- g. Self attested copy of Residential Proof/official address of bidder.
- h. Self attested copy of Registration Certificate by the authorized signatory, in case of company.
- i. Self attested copy of partnership deed by the all partners or authorised partner in case of Partnership firm.
- j. Security money/EMD for the requisite amount.(e-payment)
- k. Receipt of copy of tender form(e-payment)
- l. Power of attorney in favour of authorized signatory.
- m. Proof of experience as mentioned in clause 4.2 above.
- n. Any other document/information as mentioned in the Tender document

## **7. TENDER PROCESS:**

The tender evaluation will be undertaken in four rounds.

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

**Round 2 -Document evaluation.**

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

**Round 4 -e-Auction**

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

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

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

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

## **8. Opening of PRICE BID**

1. The PRICE BID of those bidders, who satisfied all of the Prequalification Criteria, shall only be opened for further consideration. The PRICE BID of those bidders who do not satisfy even any one of the pre-qualification condition will not be opened.
2. Opening of e-Tender will be done at the time and date noted in the e-Tender portal at the Office of the Managing Director, KSRTC.
3. The bidders have the liberty to resubmit fresh tender/documents till the last date and time of submission of the e-tender.
4. Resubmission of offer will not be allowed after the time and date fixed for bid submission. The offer once made cannot be withdrawn or modified after the closing of e-tender under any circumstances. Withdrawal or modification of the offer once made in e-Tender will be resulted in the forfeiture of EMD remitted. In such cases the bidder will not have the right to claim the refund of EMD.
5. The Chairman and Managing Director KSRTC reserve the right to make any modifications or additions in this notice in the event if it is felt that it is in the public interest.

## **9. 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](mailto:etendershelp@kerala.gov.in) ; Website: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and make himself conversant with procedure for online payment of the Tender Fee and EMD. KSRTC shall under no circumstance be responsible for failed transactions due to non compliance of the above procedure.

- e) The bids will be opened online through the e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) at the KSRTC, Transport Bhavan, Fort, Thiruvananthapuram. If the e-Tender opening date happens to be a holiday or non-working day due to any valid reason, the Tender opening process will be done on the next working day at the same time and place specified. Any change in the opening date/time/venue due to other reasons shall be informed by way of Corrigendum published in the e-GP website.
- f) **DIGITAL SIGNATURE CERTIFICATE:-** Bidders will have to procure legally valid Digital Certificate as per Information Technology Act, 2000 for digitally signing their electronic bids. Bidders can procure the same from any of the license certifying authority of India. For obtaining Digital Signature Certificate and help on e-tendering process, please contact **Kerala State IT Mission, e-Government procurement PMU & Help desk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram 695004. Help Desk No. Ph: 0471 - 2577088, 2577188; Toll free No.18002337315;** e-mail: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) Website: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) on all government working days from 9.30 A.M to 5.30 P.M.
- 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](http://www.etenders.kerala.gov.in) well in advance before the last date and time. No submission shall be allowed after the last date mentioned.
- 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.
- l) The bidder shall bear all costs associated with the preparation and submission of its bid and Kerala State Road Transport Corporation, Thiruvananthapuram, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- m) Conditional tenders will be summarily rejected.

### **TENDER INVITING AUTHORITY**

**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:



## **KERALA STATE ROAD TRANSPORT CORPORATION**

### **Appendix-I**

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**S001-ES01/21/2025-EST**

**Dt: 16.05.2025**

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**TENDER CONDITIONS FOR AWARDDING LICENSE TO OPERATE FOOD MALL AT KSRTC OWNED LAND AT MUNNAR DEPOT OF KSRTC FOR A PERIOD OF 5 YEARS EXTENDABLE FOR ANOTHER 5 YEARS BY INDIAN AND INTERNATIONAL FOOD/COFFEE HOUSES OR ESTABLISHMENTS OF CHAIN BRANDS**

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 area of the proposed site is approximately 13,100 sq.ft.
3. The base rate fixed for the License Fee per sq.feet per month is Rs.200/- excluding GST and all taxes & levies.
4. The bidder should quote the license fee per square feet for one Month exclusive of taxes and levies.
5. On satisfactory performance and on completion of a period of one year there will be an escalation of 10% of license fee per year, on compounding basis.
6. The licence will be confirmed to the Party who quotes the highest amount in the Tender.
7. The Corporation shall normally accept the highest offer in the e-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.
8. The bidder should specify in the tender the experience he possesses and the extent of the present business in the relevant field.
9. The Earnest Money of Rs.2,00,000/- should be remitted through e-payment along with e-tender.
10. If any bidder 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 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.

11. Three months license fees as security *deposit* and 6 months license fees + GST to be remitted within 30 days from the receipt of the provisional confirmation order (Shown in Annexure I).
12. 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 1st 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.
13. The successful bidder shall be required to execute an Agreement (Licence Deed) in stamped paper worth Rs.200/- (Rs. Two Hundred only) within 30 days from the date of provisional confirmation order 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.
14. 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.
15. TERMINATION CALUSE: 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.
16. No representation for the reduction of rates or area once accepted will be entertained under any circumstances.
17. 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.

18. 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.
19. 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.
20. The licensee shall not have any right to continue beyond the date of expiry of contract.
21. There should be AC & Non AC outlets 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 project.
22. Separate hygienic Toilet Facility should be provided for Gents, Ladies & Disabled with distinct Sign boards. There must be proper waste and sewage disposal.
23. The licensee shall procure separate electricity connection at his own cost for the operation / maintenance of the entire project.
24. The Chairman & Managing Director, KSRTC has the right to impose penalty/fine, if any, for the violation of any of the conditions mentioned herein.
25. The licensee shall obtain necessary permit from the concerned Corporation/Municipality/Panchayath for the operation of the outlet, and should start functioning within a period of 90 days.
26. The date of execution of agreement and date of functioning of the project (License period from 30<sup>th</sup> day of the provisional confirmation order or the date of execution of agreement, whichever is earlier) 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.
27. Even if the license fails to begin functioning of the project on or before Ninetieth day, KSRTC will consider the starting of license period from Thirtieth day itself from the date of provisional confirmation order. However if the bidder starts functioning earlier, ie., before 30<sup>th</sup> day from the date of provisional confirmation, the period of license will be considered from that date.



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

### **TENDER INVITING AUTHORITY**

Place: Transport Bhavan, Fort Thiruvananthapuram

Date: 16.05.2025

**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:

### **Annexure – I**

<b>MODE OF PAYMENT FOR SUCCESSFUL BIDDER FOR THE PERIOD OF FIVE YEARS EXTENDABLE FOR ANOTHER FIVE YEARS</b>		
1	EMD – Rs. 2,00,000/-	To be paid with e-Tender
2	Three months License Fee as Security Deposit exclusive of EMD	On or before 30 <sup>th</sup> day of date of receiving Temporary permission.
3	1 <sup>st</sup> Year - First 6 Months License fee + 18 % GST	On or before 30 <sup>th</sup> day of date of receiving Temporary permission.
	Balance 6 Months License fee + 18% GST	In the first half on or before 5 <sup>th</sup> of every month
5	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
	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.
4	18% Penal interest for all delayed payment	To be calculated from 1 <sup>st</sup> day of default month

*All the payments due to KSRTC should be made in 'Online Mode' only*

### **TENDER INVITING AUTHORITY**

Place : Transport Bhavan, Fort, Thiruvananthapuram

Date : 16.05.2025

## **ANNEXURE II**

(Proforma of Certificate be furnished along with Technical Bid)

### **KERALA STATE ROAD TRANSPORT CORPORATION**

#### **GENERAL INFORMATION ABOUT THE BIDDER**

1	Name of the Bidder Registered address of the firm with GSTIN					
	State				District	
	Telephone No.				Mobile	
	Email				Website	
<b>Contact Person Details</b>						
2	Name				Designation	
	Telephone No.				Mobile No.	
<b>Communication Address</b>						
3	Address					
	State				District	
	Telephone No.				Mobile	
	Email				Website	
<b>Type of the Firm ( Please ✓ relevant box)</b>						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
<b>Nature of Business</b>						

5	Food Mall in Munnar				
<b>Key personnel Detail(Chairman, CEO, Directors, Managing Partners etc. )</b>					
6	in case of Directors, DIN Nos. are required				
	Name		Designation		
	Name		Designation		
<b>Bank Details</b>					
7	Bank Account No.		IFSC Code		
	Bank Name & Address		Branch Name		
	Tel No		Email ID		
8	Whether any criminal case was registered against the company or any of its promoters in the past?			Yes / No	
9	Whether any unsettled dispute/litigation pending with KSRTC				
10	Any default in payment of license fee and violations of terms and conditions in earlier business with KSRTC.				
11	Whether blacklisted by the Central Govt/any State Govt/State Transport undertaking.				
12	GST No.				
13	Other relevant Information provided *				
Date:		Office Seal		Signature of the bidder	

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

**Name & Signature of Bidder**

**Annexure-III**

(Proforma of Certificate be furnished along with Technical Bid)

**ANNUAL TURN OVER STATEMENT**

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

<b>Sl. No.</b>	<b>Year</b>	<b>Turnover in Crores (Rs)</b>
1	2021 – 2022	
2	2022 – 2023	
3	2023 - 2024	
<b>Total</b>		
<b>Average Turnover per year</b>		

Date:

Signature of Auditor  
(Name in Capital)

Seal:

**Annexure - IV**

(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).

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

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

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

Signature, Name & Address of the Bidder

## **ANNEXURE V**

### **PROPOSED PROJECT SITE MAP FOR MUNNAR FOOD MALL**

(The bidder shall verify the availability of space before participating in the tender)

