

Kerala Transport Development Finance Corporation Ltd

(A Government of Kerala Undertaking and a Non Banking Financial Company registered under the Reserve Bank of India)

Trans Towers, 6th Floor, Vazhuthacaud, Thiruvananthapuram

Telephone: 0471-2327881, 2326883, Fax 0471-2326884, e-mail: mail@ktdfc.com, web: www.ktdfc.com

TENDER DOCUMENT

Notification No. KTDFC/BOTP/e-tender/OMPUT/TVLA/325/2023, dated: 21.09.2023.



E-Tender for Competitive bid for Licence for Operation and Maintenance of Pay & Use Toilet facilities in KSRTC Bus Terminal cum Shopping Complex at Thiruvalla for a period of one year.

INTRODUCTION

Kerala Transport Development Finance Corporation Ltd (KTDFC) is a Non Banking Financial Company fully owned by the Government of Kerala, incorporated under the Companies Act, 1956 and registered under the Reserve Bank of India. The business of KTDFC includes, but not limited to, accepting fixed deposits from the public, offering of various loan products to suit the needs of every customers, taking of projects under BOT or BOOT or similar schemes,etc.

With a view to augment non-operational income of KSRTC, the Government of Kerala has entrusted KTDFC to construct Bus Terminal cum Shopping Complexes at certain KSRTC Bus Station locations on BOT basis, including one at Thiruvalla. KTDFC accordingly constructed the new KSRTC Bus Terminal Cum Shopping Complex at Thiruvalla on BOT basis by utilizing its own funds. KTDFC is permitted to operate the project on BOT basis till the total project cost and its applicable interest is realized. This tender is notified for allotting the Licence for Operation and Maintenance of Pay & Use Toilet facilities in the KSRTC Bus Terminal Cum Shopping Complex at Thiruvalla for a period of 12 months.

INDEX

Sl No.	Items	Page No.
1	Introduction	2
2	Tender Schedule	4
3	e-Tender for Competitive bid for Licence for Operation and Maintenance of Pay & Use Toilet in KSRTC Bus Terminal Complex at Thiruvalla.	5
4	General Conditions for e-Tender	5
5	Notice inviting e-Tender	10
6	Criteria for awarding the Licence	13
7	How to participate in the e-Tender	14
8	The Method for submission of e-Tenders	14
9	Opening of e-Tenders	15
10	Terms and Conditions of e-Tender	16
11	General conditions for pay and use toilet facilities	29
12	Declaration	34
13	List of documents to be uploaded	35

TENDER NOTICE

(The terms and conditions in the Tender Document is deemed as accepted by the Tenderer)

Notification No. KTDFC/BOTP/e-tender/OMPUT/TVLA/325/2023, dated: 21.09.2023

TENDER SCHEDULE

Last Date and Time for the submission of e-Tender	on or before 06:00 pm on 03.10.2023
Opening of e-Tender	At 11.30 a.m. on 06.10.2023
Application Fee + GST	₹.1,000 + ₹.180 = ₹.1,180/-
Earnest Money Deposit	₹. 50,000/-
Validity of the Tender	6 months

The digital signature of tenderer shall be invariably placed in the tender.

Place: **Thiruvananthapuram**
Date: 21.09.2023

Principal Project Consultant
Kerala Transport Development Finance Corporation Ltd.

e-Tender for Competitive bid for Licence for Operation and Maintenance of Pay & Use Toilet in KSRTC Bus Terminal Complex at Thiruvalla for a period of one year.

Competitive e-tenders are invited by Kerala Transport Development Finance Corporation Ltd (KTDFC) for Licence for Operation and Maintenance of Pay & Use Toilet facilities in the Hi-tech KSRTC Bus Terminal Complex at Thiruvalla for a period of 12 months as per the terms and conditions mentioned herein. The tenders are to be submitted by e-tendering process through *online e-procurement system of the Government of Kerala (website: <https://www.etenders.kerala.gov.in>)*.

Applicant shall apply and pay the specified application fee and EMD (as specified in the tender schedule) through online as per the directions in the *e-procurement portal*. Application fee will not be returned/refunded in any circumstances whatsoever.

General Conditions for e-Tender:

This tender is an e-Tender and is being published online for Licence for Operation and Maintenance of Pay & Use Toilet facilities in KSRTC Bus Terminal Complex at Thiruvalla. The tender is invited from the individuals, firms, etc. through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

1. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on “www.cca.gov.in”. Once the DSC is obtained, bidders have to register on “www.etenders.kerala.gov.in” website for participating in this tender. Website registration is a one-time

process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577188, 2577388 or 0484-2336006, 2332262, or through email: etendershelp@kerala.gov.in for assistance in this regard.

2. Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on “www.etenders.kerala.gov.in”. However, Application fee and EMD shall be payable at the time of bid submission as stipulated in the Tender Schedule.
- ii. **Publishing of Corrigendum:** All corrigenda shall be published on “www.etenders.kerala.gov.in” and shall not be available elsewhere.
- iii. **Bid submission:** Bidders have to submit their bids as required in this tender document on “www.etenders.kerala.gov.in”. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. **Opening of Bids:** Bids will be opened on the date and time mentioned in the Tender Schedule.
- v. **Financial Bid:** The Bidder shall complete the Financial bid as per format given for download along with this tender.

Note: The blank Financial bid should be downloaded and saved on bidder’s computer without changing file-name otherwise Financial bid will not get uploaded. The bidder should fill in the details in the same file and

upload the same back to the website.

vi. Application Fee and Earnest Money Deposit (EMD):

The Bidder shall pay the Application Fee and Earnest Money Deposit as per Tender Schedule.

Online Payment modes: The Application Fee and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:**State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		

29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks* will be shown. Here, Bidder may proceed as per below:

- (a) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- (b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 55 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/- .

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “Success” during bid opening.

SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their bid online on www.etenders.kerala.gov.in along with online payment of Application Fee and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Notice Inviting e-TENDER:

1. e-Tenders in the above prescribed manner are hereby invited by **Kerala Transport Development Finance Corporation Limited (KTDFC)** for granting License for the Operation and Maintenance of the **Pay & Use Toilet facility** in '**KSRTC BUS TERMINAL COMPLEX, Thiruvalla**', for a period of one year including GST and all taxes

Sl. No.	Name of Facility	EMD	Period of Licence	Interest Free Security Deposit
1	Pay & Use Toilet	₹. 50,000/- (Fifty Thousand only)	12 Months (Twelve months)	₹. 3 lakhs (Rupees Three Lakhs only) or three times the monthly quoted amount whichever is higher

Details of the Comfort Stations and Toilets:

Sl No.	Particulars	No's
Gents Toilet at Ground Floor		
1	Water Closet (Indian Type)	3
2	Wash Hand Basin	3
3	Lipped Urinals	8
4	Shower	1
Ladies Toilet at Ground Floor		
5	Water Closet (Indian Type)	1
6	Water Closet (European Type)	5
7	Wash Hand Basin	6
8	Shower	2

2. The parties fulfilling the following criteria are eligible to participate in the tender.
- The party should have minimum annual turnover of **₹. 3,00,000/-** (Three Lakhs).
 - Experience of managing Licence agreement exclusively for operation & maintenance of pay & use toilets at Railway stations, Bus stations, Public Comfort stations or equivalent is desirable.

i.	The turnover criteria should be in any of the last 3 financial years.
ii.	The turnover details should be certified by a Chartered Accountant.

3. Only one tender shall be submitted by a single party, either a firm or an individual. The proprietor of more than one firm will be considered as single party and one legal entity.
4. Any Party falling under the following categories is not eligible to participate in the tender.
 - . De-barred/ black listed by CBI or Undertakings/Departments like Railways, Defence or any other Department of Government of India, State Governments, Corporations, Municipalities.
 - . Parties facing action under Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
 - . Undischarged insolvent.
5. The successful bidder shall give a declaration on a **Non-Judicial stamp paper** of **₹. 200/-**, indicating the following details, before executing the agreement
 - i. The details of their contracts at other sites.
 - ii. Liability of payment of disputed/ undisputed dues to clients.
 - iii. Details of having been de-barred/ black listed by CBI or undertakings/ Departments like Railways, Defence or any other departments of GOI, State Governments, Corporations, Municipalities, etc.
 - iv. Whether facing any action under Public Premises (Eviction of Unauthorized Occupants) Act, 1971.The above declaration has to be given for 'NIL' information also.
6. The tender is liable to be rejected in case of non-submission of the above declaration by the parties.
7. The copies of identity proof & PAN Card and GST registration certificate shall also be uploaded in the e-Tender.
8. The selected tenderer shall remit 50% of the annual License fee in advance. The

selected tenderer shall start the work immediately after receiving the award of License (Letter of Provisional Acceptance), after remitting the Interest free security deposit of ₹. 3,00,000/- or three times the monthly quoted amount whichever is higher and first half of the annual License fee in advance with applicable GST, in any case within 15 days of the date of receipt of Acceptance Letter, also subject to the execution of an Agreement with KTDFC. The remaining amount of the License fee should be remitted by the Licensee in equal monthly installments following from the month of payment of First Installment. Licensee shall make payment of License fee etc. by cheque/ demand drafts drawn on local banks payable at Thiruvananthapuram or by RTGS to the Bank account of KTDFC. No out station cheque shall be accepted in payment of License fee, etc. If the selected tenderer fails to deposit the security amount or remit half of the annual License fee within 15 days from the date of award of the License, KTDFC shall be entitled to cancel the award/offer given to the tenderer and forfeit the earnest money deposited by him/ them along with arrangements for the said work.

9. In case the information submitted by the tenderer is found to be incorrect/ false, at any stage, tender of such party will be rejected/ Agreement with such party will be terminated and Earnest Money Deposit (EMD)/ Security Deposit will be forfeited. Such party will be debarred from participating in KTDFC's tenders for a period of 3 (Three) years.
10. Acceptance or non acceptance of any tender shall rest with the Managing director, KTDFC at his/her discretion. The tenderer's shall hold the offer given for a period of six months from the date of opening of the tender and the tenderer shall not withdraw the offer within this period. In the event of such withdrawal, his/her earnest money will be forfeited by KTDFC.
11. **KTDFC** reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
12. **KTDFC** reserves to itself the right to reject any or all the tenders without

assigning any reason thereof and/ or to call for any other details or information from any of the tenderers.

13. **Managing Director**, KTDFC shall have the right to postpone/ extend the date(s) of submission/ opening of bids.
14. The Following documents (scanned copies) shall be uploaded in the e-tender along with the financial bid.
 - a. Experience Certificate
 - b. Turnover Certificate
 - c. PAN
 - e. Identify Proof
 - f. GST registration certificate

Date: **21.09.2023**
Place: **Thiruvananthapuram**

Principal Project Consultant
Kerala Transport Development Finance Corporation Ltd.

Criteria for Awarding e-Tender:

The Licence for Operation and Maintenance of Pay & Use Toilet facilities in KSRTC Bus Terminal Complex at Thiruvalla will be allotted through e-Tender procedure for a period of 12 months to those tenderer who quote the highest Licence fee for 12 months, subject to the condition that the same shall be satisfiable to KTDFC. In addition to the payment of the amount quoted as License fee for 12 months in the e-tender process, successful tenderer shall also remit the interest free security deposit amount of **₹. 3 Lakhs or three times the monthly quoted amount whichever is higher**. The expenses to be incurred for the due execution of the Agreement of Licence, detailing the terms and conditions of Licence, shall also be borne by the Licensee. The Licensee shall abide by the terms and conditions specified in this tender and the Licence agreement and shall remit the agreed amounts punctually in time. In case of necessity of registration of the Licence agreement, if any, the said expenses shall also be borne by the Licensee.

How to Participate in the e-Tender:

The tenderer shall record the amounts that it/he/she offers as Licence fee for one month in the e-tender process.

Evaluation will be based on the highest Licence Fee offered to the satisfaction of KTDFC. The tenderer who has been declared as satisfactorily quoted the highest Licence fee as above, shall then be directed by issuing Acceptance letter to remit interest free Security Deposit of amount of ₹. 3 lakhs or three times the monthly quoted amount whichever is higher and one half of the agreed annual Licence fee with applicable GST and thereafter the Licence deed will be executed detailing the terms and conditions of the Licence and the operation of Pay & Use Toilet facility will then be handed over. If the offers in all or any of the tenders received are found not satisfactory on evaluation, KTDFC reserves the right to cancel all or any tenders without assigning any reasons whatsoever.

The Method for Submission of e-Tenders:

- Applicant can apply for the Licence for the facility by recording its/his/her offer of **Licence fee** through *online e-procurement system of the Government of Kerala* (website: www.etenders.kerala.gov.in). The detailed procedure for participating in the e-tender (e-submission of bids online) are mentioned earlier as well as in the website: “www.etenders.kerala.gov.in”.
- Applicant shall pay the specified application fee and EMD (as specified in the tender schedule) online as per the directions in the above *e-procurement portal*. Application fee will not be returned/ refunded in any circumstances whatsoever. The EMD will be applied in the manner mentioned herein after.
- The prospective tenderers are requested to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, i.e. on or before 6:00 pm on 03.10.2023 in order to avoid any delay or technical problem during the tender submission process. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time

for any reason whatsoever.

- The prospective tenderers are advised to read the tender documents as well as the general instructions in the above *e-procurement portal* carefully before applying online.
- For any technical assistance or clarifications, prospective tenderers can contact *Kerala State IT Mission, e-Government Procurement PMU & Helpdesk, Uppalam Road, Statue, Thiruvananthapuram Tel: 0471 - 2577088, 0471 - 2577188, 0471 - 2577388 (On all Government working days from 9:30 am to 5:30 pm) E-Mail: “etendershelp@kerala.gov.in”*.

Opening of e-Tenders:

Opening of e-tenders will commence at 11.30 a.m. on 06.10.2023 at the **Head office of KTDFC**, in the presence of those tenderers or their authorised representatives whoever are present. In the case of a representative, a proper authorization letter of the tenderer shall be produced by the representative along with the ID proof of the representative with a self attested copy thereof. **Evaluation will be based on the highest offered Licence Fee to the satisfaction of KTDFC.** The Licence will be so allotted to the best offer, if the same be found satisfactory and acceptable to KTDFC as above on evaluation. KTDFC reserves to itself the absolute right to cancel any tender if the offer(s) are not satisfactory on evaluation. Managing Director, KTDFC shall have the right to cancel/ postpone/ extend the date(s) and time for submission/ opening of tenders. The decision of the Managing Director, KTDFC on all matters arising out of this tender shall be final, conclusive and legally binding on all parties concerned. In case the highest quoted bidder withdraws bidder withdraws/cancel his offer the 2nd/3rd highest bidders will be considered for acceptance. However the mode of acceptance will rest with the discretion of the Chairman and Managing Director, KTDFC.

Place: **Thiruvananthapuram**
Date: **21.09.2023**

Principal Project Consultant
Kerala Transport Development Finance Corporation Ltd.

Terms and Conditions of e-Tender :

1. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever. Hence the prospective tenderers are requested to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, in order to avoid any delay or technical problem during the tender submission process.
2. Acceptance or non-acceptance of any tender shall rest with Managing Director, KTDFC at his/ her discretion.
3. KTDFC reserves to itself the right to reject any or all the Tenders without assigning any reason thereof and/or to call for any other details or information from any of the tenderers. The decision of the Managing Director, KTDFC shall be final and binding on the tenderers.
4. Non-compliance with any of the conditions given in the tender document set may result in the rejection of Tender. The decision taken by KTDFC, at its absolute discretion, in this regard shall be absolute and binding.
5. Managing Director, KTDFC shall have the right to postpone/ extend the date(s) and time of submission/ opening of e-Tenders.
6. EMD and Application Fee shall be paid (the amounts are specified in the tender schedule) online as per the directions in the above e-procurement portal. Application fee will not be returned/ refunded in any circumstances whatsoever. The EMD will be applied in the manner mentioned herein after.
7. Tender will be awarded to the highest bidder, subject to the condition that the amount offered shall be satisfiable to KTDFC. The selected tenderer shall remit an amount of ₹. 3 lakhs or three times the monthly quoted amount whichever is higher as Interest Free Security Deposit and one half

of the agreed annual Licence fee with applicable GST, with KTDFC within 15 days of the award of the Licence. Licence Fee shall be quoted for One month. The selected tenderer shall start the work immediately after receiving the award of Licence (Provisional Acceptance letter), after remitting the Security Deposit and first half of the annual Licence Fee with applicable GST in advance, within 15 days of the date of receipt of Acceptance Letter. The selected tenderer shall execute an agreement with KTDFC before starting the work. Licensee shall make payment of Licence fee etc. by cheque/ Demand Drafts drawn on local banks or through online transfer. No out station cheque shall be accepted in payment of Licence fee, etc. If the selected tenderer fails to deposit the security deposit amount and the first half of the agreed annual Licence fee within 15 days from the date of award of the Licence, KTDFC shall be entitled to cancel the award/ offer given to the tenderer and forfeit the earnest money deposited by him/ them along with the tender forms without giving any notice and without any obligation whatsoever and make alternative arrangements for the said work.

8. On acceptance of an offer, KTDFC will send a letter of provisional acceptance of the offer to the successful tenderer. Subsequently the Licence fee should be remitted as under,

1st Instalment	<i>50% of annual License Fee amount with applicable GST plus the Security deposit amount of ₹. 3 lakhs or three times the monthly quoted amount whichever is higher within 15 days of receipt of the letter of provisional allotment.</i>
Balance 50%	<i>Balance 50% of annual License Fee amount with applicable GST in equal monthly installments following from the month of payment of first installment</i>

9. The earnest money of unsuccessful tenderers, other than the second and third highest bidders, will be refunded within 7 days of the finalization of the tender. As regards the second and third highest bidders, earnest money

will be refunded within 10 days from the date of commencement of the operation by the selected tenderer after complying the required conditions above mentioned.

10. The Licence Agreement will be executed only after the compliance of the conditions of the tender with respect to the payment of Security deposit, and half of the annual Licence Fee with applicable GST. If the selected tenderer withdraws from the offer or fails to deposit the amount above, its/his/her EMD shall be forfeited.
11. The EMD of unsuccessful tenderers except 2nd and 3rd highest will be returned to the accounts of the concerned tenderers. The EMD of the second and third highest offered tenderers will be returned only after the execution of Licence Agreement with the successful tenderer. Application fee is not refundable. The EMD of the successful tenderer will be dealt with the mutually agreed conditions.
12. The awarding of Licence will be made by KTDFC on the basis of the highest Licence fee to the satisfaction of KTDFC. Licence fee shall be quoted per month.
13. In addition to the Licence fee, the Licensee shall also be liable to pay the required GST and other taxes as are applicable from time to time, whether or not the responsibility for the payment of the same is bestowed upon the Licensee or KTDFC.
14. Upon award of the tender, the successful tenderer shall remit the entire Interest Free Security Deposit and the first half of the annual Licence fee with applicable GST and execute an Agreement of Licence incorporating all the terms and conditions, within 15 days of the provisional acceptance letter, at his/ her own expense. If the Tenderer fails to execute the agreement within the time fixed above, the allotment will be cancelled, forfeiting **25%**

of the Interest Free Security Deposit. The agreed Licence fee shall become computable w.e.f the date of execution of Agreement.

15. The security deposit amount shall remain in the account of the KTDFC till the expiry of the Licence period of twelve months or its earlier termination, as the case may be, and thereafter security amount shall be refunded to the Licensee without any interest within 30 days, after deducting any amount that may be due to KTDFC or to other institutions/parties not paid by the licensee in relation with the Licence. The Licence is not transferable. Similarly KTDFC reserves the right to revoke the Licence if the operation and maintenance of the facility by the Licensee is not satisfactory or if the Licensee commits breach of any terms and conditions, by serving 15 days notice in writing. Licence can also be terminated by giving 60 days notice in writing from either side without assigning any reason. If there occurs any damage to the fittings/ structure/ articles in the facility due to the acts/ omission/ negligence/ default/ failure breach of conditions, the value of such damaged things will be deducted from the security deposit and if the same is not sufficient, the balance amount will be recovered from the Licensee by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly KTDFC shall also have the right to recover any other amounts due from the Licensee by taking recourse to the procedure above mentioned.
16. If a Licensee retreats from the Licence before the expiry of the tenure of the Licence period, otherwise than in accordance with the preceding clause with respect to the sending of 60 days notice, then, 25% of the Interest Free Security Deposit will be forfeited and the balance 75% will be paid back after subsequent successful allotment of the space or the expiry of the Licence period, whichever comes earlier, subject to the deductions, if any. If

a Licensee retreats from the Licence before the expiry of the tenure of the Licence period, the Licensee will be responsible for the financial loss to be incurred by KTDFC, till the subsequent allotment of the Licence and if the amount forfeited from the security deposit is insufficient to cover the loss, then the balance amount shall be recovered from any amounts due to the Licensee or if insufficient or absent, then by legal means including actions as per the provisions of the Kerala Revenue Recovery Act.

17. The Licensee shall intimate the names of persons to be employed by him for the operation and maintenance of the facility. The Licensee shall not conduct or permit to conduct any other business in the space earmarked for Pay & Use Toilet facility for the public. The Licensee and its/his/her employees shall have to take all required precautions to see that none of their actions within the allotted premises shall amount to violation of terms and conditions of Licence, any rules and regulations or cause any nuisance or annoyance or inconvenience to others, passengers, functioning of KTDFC & KSRTC and their operations and general public.
18. The Licensee shall pay all taxes in time including GST, TDS and Statutory Fees payable to the local bodies and fee/ subscription/ contribution payable to various Central/State Authorities/Departments like the EPF, Labour Departments, etc. as the case may be, during the period of Licence. Quarterly TDS Certificates in the prescribed forms under Income Tax Rules 1962, or such other rules/law from time to time, evidencing the TDS/ TCS remitted has to be furnished to KTDFC by the Licensee in time. Similarly Licensee shall indemnify KTDFC against any damage, expenses or loss of fee arising due to deduction of amounts as tax from Licence fee or due to short payment of tax deducted from fee to Government. KTDFC shall not be responsible for any expenses that may be incurred by the Licensee due to

any delay caused in the payment of taxes.

19. The Licence will be issued for the operation of the Pay & Use Toilet facility in the Ground Floor of KSRTC B.T.C at Thiruvalla, for a period of One Year, subject to the collection of such fee as mentioned herein from the public. **If the licensee charge any amount above the rate fixed by KTDFC for the use of Pay & Use toilet facility, KTDFC will impose fine for such actions of the licensee.**
20. The Licensee shall keep the space earmarked for pay and use toilet facilities and premises clean at all times and shall make its/his/her own arrangements for proper disposal of garbage/wastes, otherwise, KTDFC will have the right to impose penalty. The Licensee is prevented from keeping or storing in or upon the allotted space/premises, petrol or any other goods of combustible, hazardous or explosive nature or goods/items not permitted under law.
21. The Licensee shall not cause or permit to do any act, which in the opinion of KTDFC, would disfigure and/ or damage the stability, life and strength of the building. Licensee shall always keep the exterior and the interiors in good and tenable condition and carry out necessary repairs and maintenance in time as may be directed by KTDFC.
22. Licensee shall not make or permit under any circumstances, any alteration or additions to the earmarked space without obtaining prior written consent of KTDFC. If the Licensee is permitted to make any alterations or additions, it/he/she shall not be entitled to any compensation thereof. Similarly License shall remove all such permitted alterations/additions, if directed by KTDFC, at its/his/her own cost on the expiry/termination of License and handover the possession of the space earmarked for Pay & Use Toilet facilities to KTDFC in the same manner as it was handed over to it/him/her.
23. The Licensee shall permit the Managing Director or any authorised officers

of KTDFC to enter the premises and spaces and inspect the conditions thereto and do the necessary work and repairs at all reasonable times at the cost of the Licensee if the same are found to be done due to the acts or omission of the Licensee or his employees, personnels, etc. They shall not use prohibited items and shall always try to have Eco-friendly measures adopted for the upkeep of the Pay & Use Toilet space.

24. It is the responsibility of the Licensee to obtain required license or permission, if any, from the Local Self Governments concerned/ Government Agencies for the operation & maintenance of Pay & Use Toilet facilities, if required. KTDFC will not in any way be responsible, in case the Local Authority/ Government Agencies do not permit the Licensee to operate the pay & use facility.
25. The Licensee shall abide by the Terms & Conditions of the Licence included in this tender and to be mutually agreed upon and the Licence agreement to be executed and rules in force. KTDFC shall at any time and from time to time be entitled to revise the terms and conditions and such revised terms and conditions shall always be construed as agreed to be accepted by the Licensee.
26. Notwithstanding any thing, if any, to the contrary contained in any other clauses, KTDFC shall have the right to terminate the Licence forthwith and to take back the Pay & Use Toilet facility, if anything is done by the Licensee contrary to the conditions mentioned herein. In such cases, if the Licensee fails to handover the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Licensee. Any loss, expense, damage, etc. if any caused to KTDFC in this regard or on account of the actions, inactions, breach, negligence, violations, etc. of the terms and conditions by the Licensee as the case may be, will be recovered from the

amounts due to the Licensee if any, and if the same is not sufficient/if there be no such amounts, the amount/balance amount will be recovered from the Licensee by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly if any loss, expense, damage, etc. is caused to KTDFC, on account of the actions, inaction, breach, negligence, violations, etc. of the Licensee or its/his/her other employees, representatives, etc., as the case may be, of the terms and conditions of the Licence mentioned in this tender, Licence agreement to be executed, or such other directions to be issued by KTDFC from time to time or the rules applicable from time to time, the same will also be recovered from the Licensee (in addition to the termination of Licence) in the manner above mentioned. Similarly KTDFC shall also have the right to recover any other amounts found due from the Licensee by taking recourse to the procedure above mentioned.

27. Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC also reserves the right to terminate the Licence and to take back the Pay & Use Toilet facility, if the Licensee commits any negligence, inadequacy of performance, violations, inactions, breach of terms and conditions of the Licence, etc., or act detrimental to the interests of KTDFC in the opinion of KTDFC, or if it has been directed by the Government of Kerala to terminate the Licence at any time for any reasons whatsoever, by serving 45 days notice in writing, without payment of any compensation or damages. In such cases, the loss and damage caused to KTDFC, if any, will also be recovered from such terminated Licensee by taking recourse to the procedure earlier mentioned. The Licensee shall always be fully responsible for any loss, damage, expenses, if any, that may be caused to KTDFC due to any actions/failure in taking actions from the part of Licensee in accordance

with the terms of Licence and such amounts shall also be recovered from the Licensee by taking recourse to the procedure earlier mentioned. Similarly if there occurs any damage to the fittings/structure/articles in the facility due to the acts/omission/negligence of the Licensee or his employees, the same shall also be recovered from the Licensee.

28. The breach/violation by the Tenderer/ Licensee of any of the conditions mentioned herein or prescribed by KTDFC from time to time will lead to the rejection of tender/termination of Licence as the case may be. KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal Complex at Thiruvalla in the land owned by KSRTC, on BOT basis, on the basis of the orders issued by the Government of Kerala. As per the Government Orders, KTDFC shall operate the Project on BOT basis till the total project cost spent by KTDFC along with its applicable interest is realised fully from the Project and thereafter to hand over the Project to KSRTC. Hence, notwithstanding anything, if any, to the contrary contained in any other clauses, if it has been directed by the KSRTC, at the time of handing over of the Project to KSRTC on realisation of the entire project cost and applicable interest or on handing over of the Project by KTDFC to KSRTC on making any alternate arrangements for the realisation of the entire project cost and applicable interest from KSRTC by any other means, in case the Licence period is not completed at the time of such handing over, to terminate the Licence, KTDFC reserves its right to terminate the Licence by serving 45 days notice in writing, without payment of any compensation or damages. Within the said period of 45 days, the Licensee shall give vacant possession of the space to KTDFC in the same condition as it was handed over to it/his/her without any claim or excuse. If the Licensee fails to hand over the Pay & Use Toilet facility voluntarily after

directing so by KTDFC, KTDFC shall have the absolute right to take actions to evict the Licensee. The Licensee shall be responsible for any loss, expense, damage, etc., if any, that may be caused to KTDFC in this regard. However if the Licensee and KSRTC decide to continue the Licence on mutual consent, the Licensee can continue the Licence subject to the transfer of responsibility of the Licensee for the further payments of the agreed amounts to KSRTC, strictly subject to the other conditions specified in this tender. In such a scenario, the rights and responsibilities of KTDFC as the Licensor shall be transferred to KSRTC, as if the Licence has been granted by KSRTC.

29. Licensee shall be fully responsible for the life and security of persons including the public in the allotted Pay & Use Toilet facility. The Licensee shall be responsible for the payment of compensation for any accidents, if any, that may occur in the earmarked space for Pay & Use Toilet operations. Similarly, in case of necessity of making payment of compensation under the Workmen Compensation Act or under any law to any personnel engaged by the Licensee, for any matters arising out of or in the course of employment under Licensee, the same shall be paid by the Licensee. KTDFC shall not have any responsibility in the above matters. If KTDFC has been directed by any authority to make any payment in the above matters, then such amount along with applicable interest shall be recovered by KTDFC from the Licensee.
30. If the Licensee fails to pay the Licence fee and other charges by due dates, simple interest @ 18% per annum shall be payable on all delayed payments without prejudice to KTDFC's other rights and remedies.
31. The prospective tenderers can visit the project site during office hours after obtaining permission from the site office of KTDFC, if they desires so.

Since this tender is invited on 'as is where is and whatever there is basis', it shall be the duty of the prospective tenderers to verify and ascertain the conditions of the Pay & Use Toilet facility beforehand for which they intend to submit e-tender.

32. In the event of the demise of the tenderer after submission of the tender or after the acceptance of his tender, KTDFC should deem such tender of contract as cancelled. In the event of the demise of a partner after submission of the tender or after the acceptance of his tender, in the case of partnership firms, KTDFC should deem such tender or contract as cancelled unless the firm retains its original character.
33. The License shall be valid for 12 months (Twelve months) from the date of execution of Agreement. On the expiration of the said term of the period of the License or its earlier termination thereof, as the case may be, the Licensee shall hand over vacant and peaceful possession of the Licenced Facility (Toilet facility) to KTDFC in the same condition in which the same was handed over to the Licensee subject to normal wear and tear. The Licensee's occupation of the Licensed space and its operation after such expiration or revocation will be deemed to be that of a trespasser.
34. All the times during the currency of the Licence agreement, it shall be the responsibility of the Licensee to obtain proper insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed space and KTDFC shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.
35. KTDFC shall provide bare space for the subject services. Other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of

the services shall be provided by KTDFC, subject to the payment of applicable charges. In addition to the Licence fee, the Licensee shall pay all charges towards consumption of electricity and water for operating the Pay & Use Toilet facility as may be billed and notified by KTDFC. Such charges shall be paid within the date(s) specified in the bill(s). In the event of default of payment of said charges, KTDFC may, without prejudice to its other rights, disconnect or cause to be disconnected the water and electricity to the said facilities without any notice and the Licensee shall not be entitled for any compensation whatsoever on account of any such disconnection.

36. Licensee shall use the designated space only for the bonafide purpose, of the operation and maintenance of the pay and use toilet facility for the use of all passengers and bonafide visitors to the Complex and officers of KTDFC, KSRTC and State/ Central Government and for no other purpose.
37. The Licensee shall not erect or display any advertisement or signboards without obtaining the prior approval in writing from KTDFC.
38. The Licensee shall not unilaterally terminate the Licence before the expiry of the period of the Licence except by giving 60 days notice in writing as earlier mentioned. Otherwise the Licensee shall be liable to pay to KTDFC (without any demur or question) such amount of money as KTDFC may decide as damages to it by the Licensee.
39. Toilet and urinal facilities should be extended free of charges to KTDFC and KSRTC staff and tenants at the ground floor on production of their identity.
40. For the purpose of tender, the interest parties can visit the Pay & Use Toilet facility in the Thiruvalla Bus Terminal Complex during office hours after obtaining permission from the KTDFC Thiruvalla site office, for analysing the area and location of the Pay & Use Toilet facilities.

41. In the event of any date(s) specified for opening of tenders being declared as a holiday for KTDFC, the due date(s) will be the following working day(s) without any change in time and place.
42. The words denoting one gender shall include other or both genders or firms or body corporates and singular shall include plural, wherever the context so requires/permits.
43. Disputes if any, arising out of and/or relating to this Tender shall be subject to the exclusive jurisdiction of Courts of competence in Thiruvananthapuram, Kerala.

Place: **Thiruvananthapuram**
Date: **21.09.2023**

Principal Project Consultant
Kerala Transport Development Finance Corporation Ltd.

THE GENERAL CONDITIONS FOR PAY & USE TOILET FACILITIES:

The Licensee should undertake to perform all cleaning works of the specified areas every day in the Pay & Use toilet facility in the KSRTC Bus Terminal Complex, Thiruvalla to the satisfaction of **KTDFC** including the supply of best quality cleaning materials and equipments as per requirement and direction, from time to time.

1. The Licensee should ensure that the toilets, urinals etc are kept spotlessly clean and free of insects, rodents and pests at all times and shall regularly perform the cleaning activities.
2. Cleaning and perfuming all toilets, wash basins, urinals at regular intervals (continuously) with detergents. This includes keeping air freshers, naphthalene balls, etc. in urinals and toilets (intervals as above)
3. Scrub the wall tiles with sponge (once in a day)
4. Minor plumbing works like removal and repairs of leaking taps, pipes etc to be attended by the Licensee (whenever required).
5. Removal of all stains from the toilet floors, urinal walls, and other porcelain fittings in all the toilets and bathrooms. Removal of debris,waste papers, decaying substances etc from the facilities promptly (as and when required)
6. Cleaning the drains, rain water drain, manholes using bleaching powder solution to keep them free from cockroaches and insects.
7. Periodical acid cleaning of toilets and buffing of vitrified floors.
8. Periodic machine scrubbing of floors of the toilet facility if required shall be attended by the Licensee.
9. Supply of all cleaning materials and consumables for the cleaning purpose.
10. All the facilities should function for twenty four hours a day and 7 days a week continuously.
11. The entire area given to the Licensee should be cleaned continuously with appropriate chemicals, and perfumed using quality liquid perfumes.
12. All the chemicals and perfumes used by the Licensee should be got approved by

KTDFC, before use.

13. The Licensee should take necessary steps to eradicate foul smell from the entire area at all times.
14. KTDFC may impose a fine on the Licensee, if the desired level of cleanliness is not maintained and for lack of proper upkeep, etc. Fine up to Rs 500/- at a time for unsatisfactory cleanliness and up to ₹. 1,000/- at a time for lack of proper upkeep of facilities may be imposed (In addition to its rights with respect to the termination of License).
15. The rate for use of the facility is fixed as follows:

Latrine	₹. 5/- per use
Urinal	₹. 2/- per use

16. Notice should be affixed at conspicuous places near the toilet facilities depicting the rates as fixed along with the name of the Licensee. Licensee shall not charge any amounts other than the rates fixed for the purpose from the users of the facility. If the licensee charge any amount higher than the above mentioned fixed rates for the use of pay & use toilet facility KTDFC will impose fine for such actions of the licensee.
17. The Licensee shall maintain such regular and proper account books along with other supporting documents regarding the service rendered by the Licensee in the said premises and said accounts/ documents shall at all times be kept open for inspection by KTDFC. The Licensee shall provide to KTDFC, if required by KTDFC, statements of audited accounts in such manner and within such period that KTDFC may prescribe.
18. Licensee shall operate the subject facility by charging the fixed rate from users as mentioned above. KTDFC reserves to itself the right to modify the fixed charges from time to time and the Licensee shall not have any right to claim any modification of the fixed charges.
19. KTDFC reserves to itself the right to change the location of the toilet facilities in

the premises at any time and may at its discretion call upon the Licensee to vacate the site and may give him alternative premises for the purpose of this Licence. In such a case, the Licensee shall be bound to vacate the existing sites immediately and accept the said alternative places in the premises.

20. The Licensee shall use the premises for the bonafide purpose, for the operation and maintenance of the toilet facility for the use of all passengers and bonafide visitors to the Complex and officers of KTDFC, KSRTC and State/ Central Government and for no other purpose.
21. Salwar and coat is the prescribed dress code of the female workers.
22. The persons so deployed shall be medically and physically fit to perform the cleaning service and the Licensee shall produce a Fitness Certificate to this effect from the Medical Officer duly authorized by the Company.
23. The Licensee shall pay the wages and other statutory benefits of the persons employed by him and the Company shall not be responsible or liable in any manner for any payment to the persons employed by the Licensee.
24. The Licensee shall ensure good conduct, decent behaviors, cleanliness, etc. by the persons employed by Licensee.
25. The Licensee shall ensure that the persons employed by him are covered under the various statutes like ESI, EPF Acts and such other Rules and Regulations as may be applicable and shall accordingly make monthly contributions directly to the authorities for the salary of the persons employed by him. The Licensee shall submit receipts of the remittances of the above mentioned contributions to the Company in every month. If it be found that the Licensee has committed default or negligence in making prompt payments of the statutory contributions, taxes etc. company will be entitled to deduct the same from any amounts that may be payable to the Licensee . There shall not be any employer - employee relationship between KTDFC and the persons engaged by the Licensee. If KTDFC sustain any losses, damages, etc. due to the default or negligence of the Licensee in making prompt payments of the statutory contributions, taxes, etc. company will also be

entitled to recover the same along with applicable interest from the movable and immovable assets of the Licensee by taking appropriate legal actions including actions as per the provisions of the Kerala Revenue Recovery Act, 1968.

(a) It shall be absolutely be the duty of the Licensee to ensure that the persons employed by him are doing their work with proper safety measures, which are to be provided by the Licensee.

(b) It shall be the duty of the Licensee to ensure that the persons employed by him are not under the influence of drink or drugs at the time of work and to ensure that the persons employed by him are obeying the orders given to them.

- 26.** If the conduct, medical condition or cleanliness of any of the persons employed by the Licensee is found unsatisfactory, the Licensee shall replace 'such person' forthwith and all dues forward to the persons so replaced shall be paid immediately by the Licensee and he shall forward a copy of such settlement to the Company as proof.
- 27.** It shall be the responsibility of the Licensee to personally supervise the operation and maintenance of Pay & Use Toilet facilities and to keep under the safe custody of the cleaning materials/ equipments etc required for the execution of the said work.
- 28.** All the materials and equipments used for cleaning mentioned in the tender documents, shall be produced at site and be approved by the authorized personnel of KTDFC.
- 29.** The Licensee and his personnel shall strictly comply with the rules and regulations laid down by the Company with regard to entry and exit. The Licensee shall ensure that the persons engaged shall confine their activities strictly to the areas specified by the Company.

30. The Licensee shall also be responsible for the maintenance of the muster roll, wage register etc of the persons employed by him and shall produce the same to the Company as and when called for.

Place: **Thiruvananthapuram**
Date: **21 .09.2023**

Principal Project Consultant
Kerala Transport Development Finance Corporation Ltd.

DECLARATION

I/We hereby solemnly declare that all the information given by me/ us in the e-tender are true and correct. I/We have read and understood the terms and conditions for granting the Licence of Pay & Use Toilet facility in the KSRTC Bus Terminal Complex, Thiruvalla and accepted all terms & conditions in the tender document. In the event of acceptance of this tender, I/We agree to observe and be bound by the terms and conditions mentioned in this tender document set and attached documents which is subject to such modifications from time to time as deemed necessary by KTDFC and the same shall always be construed as agreed to be complied by me/us. I/We also agree that my/our offer/ bid in the tender process will remain firm and valid for acceptance till Six (6) months from the date of opening of tender and that my/our offer cannot be withdrawn before the firm period is over. I/We agree that in case of withdrawal of my/our offer before the end of the firm period, the same will attract the risk of the EMD being forfeited to the Corporation.

LIST OF DOCUMENTS TO BE UPLOADED.

1. Financial Bid (BOQ).
2. Address Proof.
3. PAN Card.
4. Aadhaar/ Voter ID/ GST registration (which ever are available/ applicable).
5. Certificate of incorporation/ registration documents, etc, if the bidder is a Company/Firm.
6. Such other supporting documents as required in the tender.
7. GST Registration Certificate.

Place: **Thiruvananthapuram**
Date: 21.09.2023

Principal Project Consultant
Kerala Transport Development Finance Corporation Ltd