

## **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 (6<sup>th</sup> Floor), Vazhuthacaud, Thiruvananthapuram**

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

### **TENDER NOTICE**

*Tender Document (Pages 01 to 23 to be signed and submitted by the Tenderer)*

*TENDER No. KTDFC/BOTP/KKD/127/2014*

**Tender Form for Sealed Competitive bid for Licence for Operation and Maintenance of Pay & Use Toilet facilities in KSRTC Bus Terminal Complex, Kozhikode.**

### **TENDER SCHEDULE**

Last Date and Time for the submission of Tender	on or before <b>03:00 pm</b> on <b>05-03-2016</b>
Date and Time for the Opening of Tender	at <b>11:00 am</b> on <b>08-03-2016</b>
Earnest Money Deposit (EMD)	<b>₹. 50,000/-</b>
Application Fee	<b>₹. 1,000/- + ₹. 50/- = ₹. 1,050/-</b>

Date: 22-02-2016  
Place: **Thiruvananthapuram**

Sd/-  
**Principal Project Consultant**  
Kerala Transport Development Finance Corporation Ltd.

**NOTICE INVITING TENDER**

1. Tenders in the prescribed form duly sealed are hereby invited by Kerala Transport Development Finance Corporation Limited (KTDFC) for granting Licence for the operation and maintenance of the following facility in '**KSRTC BUS TERMINAL COMPLEX, Kozhikode**', for a period of One Year.

Name of Facility & Location	EMD	Period of Licence	Security Deposit
<b>Pay &amp; Use Toilet facility, KSRTC Bus Terminal Complex, Kozhikode.</b>	<b>₹. 50,000/-</b>	<b>12 months</b> (Twelve months)	<b>₹. 2,00,000/-</b>

**Details of the Comfort Stations and Toilets:**

Sl No.	<b>Gents Toilet</b>	
1	Water Closet (Indian Type)	2
2	Water Closet (European Type)	2
3	Water Closet (Handicapped)	1
4	Urinals	10
5	Wash Basin	3
<b>Ladies Toilet</b>		
6	Water Closet (Indian Type)	2
7	Water Closet (European Type)	7
8	Water Closet (Handicapped)	1
9	Wash Basin	2

2. The parties fulfilling the following criteria are eligible to participate in the tender.
- (a) Three years experience of managing Licence agreement exclusively for operation and maintenance of pay and use toilets at Railway Stations, Bus Stations, Public Comfort Stations or equivalent.
- (b) The party should have a minimum annual turnover of ₹. 3,00,000/- (Rupees Three Lakhs only)

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. A declaration has to be given on a Non-judicial stamp paper of ₹. 200/-, indicating the following details, while submitting the tender documents.
  - The details of their contracts at other sites.
  - Liability of payment of disputed/ undisputed dues to clients.
  - 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.
  - 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. 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 each 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.
8. The selected tenderer shall remit 50% of the Licence fee in advance. The selected

tenderer shall start the work immediately after receiving the award of Licence (Acceptance letter), after remitting the security deposit of ₹. 2,00,000/- and first half of the Licence fee in advance, 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 Licence fee shall be remitted by the Licensee within 6 months from the payment of First Instalment. Licensee shall make payment of Licence fee etc. by cash/ demand drafts drawn on local banks payable at Thiruvananthapuram. No out station cheque shall be accepted in payment of Licence fee, etc. If the selected tenderer fails to deposit the security amount or remit half of the 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.

9. The security deposit amount shall remain in the account of the KTDFC till the expiry of the Licence period of one year or its earlier determination, 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. The Licence is not transferable. Similarly KTDFC reserves the right to revoke the Licence if the operation and maintenance of the toilet facilities 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 toilet facility due to the acts/ omission/ negligence/ default/ failure/ breach of conditions by the Licensee, 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.
10. Acceptance or non-acceptance of any tender shall rest with the Managing Director, KTDFC

at his/ her discretion. The tenderer shall hold the offer firm for a period of six months from the date of opening of the tender and the tenderer shall not withdraw his/ her offer within this period. In the event of such withdrawal, his/ their earnest money shall be forfeited by KTDFC.

11. In the event of the demise of the tenderer (in the case of individuals) after submission of the tender or after the acceptance of his tender, KTDFC should deem such tender 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.
12. The cost of stamp duty for the execution of the Licence Agreement shall be borne by the Licensee.
13. The Licence shall be valid for 1 (One) year from the date of execution of agreement. On the expiration of the said term of the period of the Licence or its earlier termination thereof, as the case may be, the Licensee shall hand over vacant and peaceful possession of the licensed property (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 property (Toilet facility) and its operation after such expiration or revocation will be deemed to be that of a trespasser.
14. KTDFC reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
15. 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.
16. Managing Director, KTDFC shall have the right to postpone/ extend the date(s) of submission/ opening of bids

Date: 22-02-2016  
Place: Thiruvananthapuram

Sd/-  
**Principal Project Consultant**  
Kerala Transport Development Finance Corporation Ltd.

**THE METHOD FOR SUBMISSION OF TENDERS:**

- Applicant can obtain the tender documents from the Head Office of KTDFC or the same can be downloaded from the website **www.ktdfc.com**
- Fill and sign each pages of the Tender Documents.
- The tenderer shall record the amount that it/ he/ she offers as Licence fee in clause 3 of '*Tender Form for Financial Bid*'. Overwriting of amount should be avoided. Tenderer must initial any cutting/ rewriting/ overwriting of amounts.
- Put the original DDs, for the Application fee & EMD drawn separately, as well as the following documents in a sealed envelope (Envelope-1) with a superscription '**EMD, Application Fee & Other details.**'
  1. Details of Gross Turnover of the tenderer certified by Chartered Accountant
  2. A copy of partnership deed if the tenderer is a partnership firm. Otherwise papers of incorporation of firm or any other papers certifying the ownership of the firm (in case of proprietorship firm)
  3. A copy of the Registration certificate and Memorandum and Articles of Association, if the tenderer is a company
  4. Power of Attorney/ Authorisation Letter, if any other person is authorised to represent/ sign the tender documents for partners/ directors in the case of partnership firm/ company.
  5. The details of similar works which the tenderer has undertaken within the last 3 (Three) years with quantity.
  6. Proof of address and identity such as attested copy of Ration Card, Passport, Driving Licence, Telephone bill, Electricity bill, Voters Identity Card, etc.
  7. Certified copy of the PAN Card.
  8. Declaration in Non-Judicial stamp paper of ₹. 200/- (Mentioned in Clause 5 of the Notice Inviting Tender)
- Put the duly filled tender document including '*Tender Form for Financial Bid*', in

another sealed envelope (Envelope-2) with a superscription '**Tender-Financial Bid**'.

- The above two sealed envelopes (Envelope-1 & Envelope-2) shall then be put in a sealed Master Envelope and superscribe “**Tender for Licence for Operation and Maintenance of Pay & Use Toilet facilities in KSRTC Bus Terminal Complex, Kozhikode.**”.
- The above mentioned Sealed Master Envelope shall be addressed to “**The Principal Project Consultant, Kerala Transport Development Finance Corporation Ltd (KTDFC), 6<sup>th</sup> Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram, Pincode: 695014, Ph: 0471-2326883**”, and the same shall reach at the above address, either by hand or by post/ courier, on or before **03:00 pm on 05-03-2016**.
- Applicant shall pay the specified application fee (as specified in the tender schedule) by way of DD drawn in favour of the Managing Director, Kerala Transport Development Finance Corporation Ltd., payable at Thiruvananthapuram. Application fee will not be returned/ refunded in any circumstances whatsoever.
- Any Tender received after due date & time shall not be entertained under any circumstances. KTDFC will not be responsible for any delay or misplacement of documents sent by post/ courier.

**OPENING OF TENDERS:**

The Tender opening process will commence at **11:00 am** on **08-03-2016** at the **KTDFC Head Office, Trans Towers, Vazhuthacaud, Thiruvananthapuram**, 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]. In the first phase, Envelope-1 will be taken out by opening the Master Envelope and it will be verified to ensure whether the applicant has furnished requisite EMD, Application fees and Other details. Upon ensuring the same, the Envelope-2 of the tenders will be opened and the amount offered as Licence fee in clause 3 of 'Tender Form for Financial Bid' will be noted down. Licence fee shall be quoted for one year. The Space will be allotted by KTDFC to the party who offered the highest amount as Licence fee, subject to the condition that the amount offered as Licence fee shall be satisfiable to KTDFC.

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.

Date: 22-02-2016  
Place: **Thiruvananthapuram**

Sd/-  
**Principal Project Consultant**  
Kerala Transport Development Finance Corporation Ltd.



**TERMS AND CONDITIONS:**

1. Any tender received after due date and time shall not be entertained as a matter of right of the tenderer. KTDFC will not be responsible for any delay or misplacement of documents sent by post/ courier.
2. In case the information submitted by the applicant is found to be incorrect/ false, at any stage, Tender of such party/ Agreement with such party will be rejected/ terminated at the absolute discretion of KTDFC.
3. Acceptance or non-acceptance of any tender shall rest with Managing Director, KTDFC at his/ her discretion.
4. 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.
5. 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.
6. Managing Director, KTDFC shall have the right to postpone/ extend the date(s) and time of submission/ opening of Tenders.
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 ₹. 2,00,000/- as Security deposit, with KTDFC within 15 days of the award of the Licence. Licence Fee shall be quoted for One Year. 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 Licence Fee 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 cash/ Demand Drafts drawn on local banks. 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 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,

<b>1<sup>st</sup> Instalment</b>	<i>50% of Licence Fee amount plus the Security deposit amount of Rs. 2 lakhs within 15 days of receipt of the letter of allotment.</i>
<b>2<sup>nd</sup> Instalment</b>	<i>Balance 50% of Licence Fee amount within 6 months from the payment of First Instalment.</i>

9. The earnest money of unsuccessful tenderers, other than the second and third highest bidders, will be refunded within 7 days of the finalisation 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. EMD & Application fee shall be paid by Demand Drafts drawn separately in favour of the Managing Director, Kerala Transport Development Finance Corporation Ltd, Thiruvananthapuram, payable at Thiruvananthapuram.
11. In case the successful tenderer fails to remit the security deposit amount or start the work as per clauses 7 & 8 above, within the prescribed period, the award of the

Licence in its/ his/ her favour will be cancelled forthwith without further notice and without any obligation whatsoever and in that event the EMD deposited by it/ him/ her or **25%** of the Security Deposit deposited by it/ him/ her, whichever is higher, will be forfeited. Balance amount of the deposit, if any, will be paid back to the party.

12. Upon award of the tender, the successful tenderer shall remit the entire Interest Free Security Deposit and the first half of the Licence fee 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.
13. Only those who have remitted the EMD will be allowed to participate in the tender. The EMD of unsuccessful tenderers will be returned to the tenderers in the address given in the application form. KTDFC will not be responsible for any loss of the DD/ Cheque due to incorrect address. Any subsequent change in address of the tenderer shall be intimated by Registered Post.
14. The Licence will be issued for the operation of the Pay & Use Toilet facility in the Ground Floor of KSRTC B.T.C at Kozhikode, for a period of One Year, subject to the collection of such fee as mentioned herein from the public.
15. The entire Interest Free Security Deposit remitted by the Licensee shall remain with KTDFC till the expiry of the Licence period or its earlier termination, as the case may be, and thereafter the Interest Free Security Deposit shall be refunded to the Licensee, within 30 days without any interest, after deducting any amount that may be due to KTDFC or to other institutions or parties not paid by the Licensee in relation with the Licence. Similarly if Licensee retreats from the contract before the expiry of the tenure of the Licence period, then, 25% of the Interest Free Security Deposit will be forfeited

and the balance 75% will be paid back, except in the case of termination after giving 60 days notice in advance, subject to the deductions, if any.

16. Licensee shall use only the space earmarked by KTDFC for the purpose of conducting the Pay & Use Toilet facility.
17. 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 earmarked space 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. Licensee shall not make or permit under any circumstance, 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 Licensee shall remove all such permitted alterations/ additions, if directed by KTDFC, at its/ his/ her own cost on the expiry/ termination of Licence 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.
19. The Licensee shall keep the earmarked space of Pay & Use Toilets 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 space/ premises, petrol or any other goods of combustible, hazardous or explosive nature or goods/ items not permitted under law.
20. 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.

21. The Licensee shall permit the Managing Director or any authorised officers of KTDFC to enter the earmarked Pay & Use Toilet 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.
22. It is the responsibility of the Licensee to obtain required Licence or permission, if any, from the Local Self Governments concerned/ Government Agencies for running the Pay & Use Toilet, if required. KTDFC will not in any way be responsible, in case the Local Authority/ Government Agencies do not permit the Licensee to carry out their function in the space earmarked for parking.
23. 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. 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.

24. Non-compliance with any of the conditions given herein may lead to the rejection of tender/ termination of Licence.
25. The Licensee shall intimate KTDFC the names of the persons to be employed by him for the operation and maintenance of the facility.
26. The cost of stamp duty for the execution of the Licence Agreement will be borne by the Licensee.
27. All the facilities should function for (24 x 7) twenty four hours a day and 7 days a week continuously.
28. 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 as mentioned in the succeeding clauses.
29. 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.
30. Scrub the wall tiles with sponge.
31. Minor plumbing works like removal and repairs of leaking taps, pipes etc to be attended by the Licensee.
32. Removal of all stains from the toilet floors, urinal walls, and other porcelain fittings in all the toilets and bathrooms.
33. Cleaning the drains, rain water drain, manholes using bleaching powder solution to keep them free from cockroaches and insects.
34. Periodical acid cleaning of toilets and buffing of vitrified floors.
35. Periodic machine scrubbing of floors of the toilet facility if required shall be attended by the Licensee.

36. Supply of all cleaning materials and consumables for the cleaning purpose.
37. All the facilities should function for twenty four hours a day and 7 days a week continuously.
38. The entire area given to the Licensee should be cleaned continuously with appropriate chemicals, and perfumed using quality liquid perfumes from 6.00 am to 10.00 pm.
39. All the chemicals and perfumes used by the Licensee should be got approved by KTDFC, before use.
40. The Licensee should take necessary steps to eradicate foul smell from the entire area at all times.
41. 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 ₹. 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 Licence).
42. The rate for use of the facility is fixed as follows:
- |         |                |
|---------|----------------|
| Latrine | ₹. 5/- per use |
| Urinal  | ₹. 2/- per use |
43. 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.
44. 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.
45. The Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the

operation of the subject Licence.

46. 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.
47. 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.
48. All the times during the currency of the Licence agreement, it shall be the responsibility of the Licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and KTDFC shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.
49. 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.

50. 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.
51. 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.
52. The Licensee shall not erect or display any advertisement or signboards without obtaining the prior approval in writing from KTDFC.
53. 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.
54. In the event of any default, failure, negligence or breach, in the opinion of KTDFC on the part of the Licensee in complying with all or any of the conditions of the Licence, KTDFC will be entitled and be at liberty to terminate the Licence forthwith and resume possession of the premises, by serving 15 days notice in writing, without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Licence.
55. Toilet and urinal facilities should be extended free of charges to KTDFC and KSRTC staff on production of their identity.
56. Salwar and coat is the prescribed dress code of the female workers.

57. 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.
58. 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.
59. The Licensee shall ensure good conduct, decent behaviors, cleanliness, etc. by the persons employed by Licensee.
60. 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 and to remit the same directly to the authorities concerned. There shall not be any employe-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.*

61. 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.
62. 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.
63. 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.
64. 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.
65. 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.
66. The Licence 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 Licence or its earlier termination thereof, as the case may be, the Licensee shall hand over vacant and peaceful possession of the Licenced Pay & Use Toilet space 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 Licenced Pay & Use Toilet space and its

- operation after such expiration or revocation will be deemed to be that of a trespasser.
67. The Licensee shall maintain 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.
68. For the purpose of tender, the interested parties can visit the Pay & Use Toilet facility in the Kozhikode Bus Terminal Complex during office hours after obtaining permission from the KTDFC Kozhikode site office, for analysing the area and location of the Pay & Use Toilet facilities.
69. In addition to the agreed Licence fee, the Licensee shall also be liable to pay the required Service tax and other taxes as are applicable from time to time, whether or not the responsibility for the same is bestowed upon the Licensee or KTDFC.
70. 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.

Date: 22-02-2016  
Place: **Thiruvananthapuram**

Sd/-  
**Principal Project Consultant**  
Kerala Transport Development Finance Corporation Ltd.

## **DECLARATION**

I/ We hereby solemnly declare that all the above information given by me/ us are true and correct. I/ We have read and understood the terms and conditions for allotment of Pay & Use Toilet Facility in the KSRTC Bus Terminal Complex, Kozhikode. 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 a period of six months from the date of opening of tenders. I enclose a signed copy of the terms and conditions as a token of having seen and accepted the same.

Place:

**Signature:**

Date :

**Name of the Tenderer:**

**TENDER FORM FOR FINANCIAL BID**

*Please affix a  
colour passport  
size photograph  
(for individual  
tenderers)*

**1. Name of the Tenderer** : .....  
(IN BLOCK LETTERS)

**2. a. Permanent Address** : .....  
.....  
.....  
.....

**b. Address for Correspondence** : .....  
.....  
.....  
.....

**3. Licence Fee for One year : \*\***  
Amount offered as Licence Fee : ₹. ....(in figures)  
Rupees .....  
.....  
.....only (in words)

**\*\*** Licence Fee for the operation and maintenance of Pay & Use Toilet facility at KSRTC Bus Terminal Complex, Kozhikode, shall be quoted in the manner mentioned in the tender documents. The rate mentioned above shall be the **fee for a period of One Year**. All applicable Taxes including Service Tax shall also be paid by Licensee over and above the quoted Licence fee.

**4. Details of Application fee remitted :**

a. DD No. : ..... Date .....

b. Name of Bank & Branch : .....  
.....

**5. Details of EMD remitted :**

a. DD No. : ..... Date .....

b. Name of Bank & Branch : .....  
.....

**6. Permanent Account Number (PAN) of the Tenderer : .....**

.....

Date : .....

**(Name and Signature of the Tenderer)**

Note:

- Overwriting of rates should be avoided. Tenderer must initial any correction/ rewriting/ overwriting of rates.
- The tenderer will be responsible to comply with statutory obligations.
- In the event of difference between the amount written in words and figures, the amount written in words would prevail.