

Kerala Transport Development Finance Corporation Ltd

6th Floor (Level 8), "Trans Towers", Vazhuthacaud, Thiruvananthapuram

Telephone: 0471 2327881, 2327882, Fax: 0471 2326884

e-mail: ktdfc@vsnl.com Visit us: www.ktdfc.kerala.gov.in

TENDER No./KTDFC/BOTP/TPR/127 /2014

**Tender Form for Sealed Competitive bid for
Licence for Operation and Maintenance of Pay and Use Toilet Facilities in
KSRTC Bus Terminal Complex, Thiruvananthapuram Central (Thampanoor)**

TENDER SCHEDULE

Last Date and Time for the submission of Tender	:	16.09.2014	at 3.00 PM
Date of opening of Technical Bid	:	16.09.2014	at 4.30 PM
Date of opening of Financial Bid	:	16.09.2014	at 4.30 PM

Managing Director

Signature of Tenderer(s)

**Notice inviting Tender for Licence for
Operation and Maintenance of Pay and Use Toilets at KSRTC Bus Terminal
Complex, Thiruvananthapuram Central, (Thampanoor)**

1. Tenders in the prescribed form duly sealed are hereby invited by Kerala Transport Development Finance Corporation Ltd (KTDFC) for granting licence for Operation and Maintenance of the following facility in "KSRTC BUS TERMINAL COMPLEX, Thiruvananthapuram Central, (Thampanoor)"

Sl No	Name of Facility & location	EMD	Period of licence	Description	Security Deposit
A	Pay and Use Toilet Facility in KSRTC Bus Terminal Complex, Thiruvananthapuram Central,(Thampanoor)	₹. 50,000/-	One Year	Comfort Station and toilets attached to gents and ladies waiting room in Ground Floor	₹. 2,50,000/-

1. A. Details of the Comfort Stations and Toilets

Gents Toilet: Water Closer (Indian Type) - 4 Nos
Wash Hand Basin - 3 Nos
Lipped Urinals - 7 Nos

Ladies Toilet: Water Closet (Indian Type) - 3 Nos
Water Closet (European Type) - 1 No.
Wash Hand Basin - 3 Nos

Physically challenged Person's Toilet:
Water Closet (European Type) - 1 No.
Wash Hand Basin - 1 No.

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 Lakh only)

Turnover

- (a) The turnover criteria should be in any of the last 3 financial years.
- (b) 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:

- (a) De-barred/black listed by CBI or Undertakings/Departments like Railways, Defence or any other Department of Government of India, State Governments, Corporations, Municipalities.
 - (b) Parties facing action under Public Premises (Eviction of Unauthorized Occupants)Act,1971.
 - (c) Undischarged insolvent
5. **A declaration has to be given on a Non-judicial stamp paper of ₹. 100/-, indicating the following details, while submitting the tender documents.**
- (a) The details of their contracts at other sites.
 - (b) Liability of payment of disputed/undisputed dues to clients.
 - (c) Details of whether de-barred/black listed by CBI or undertakings / Departments like Railways, Defence or any other departments of Government of India, State Governments, Corporations, Municipalities.
 - (d) 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/contract of such party will be rejected and Earnest Money Deposit (EMD) will be forfeited. Such party will be debarred from participating in KTDFC's tenders for a period of 3 (Three) years.
8. KTDFC reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
9. KTDFC reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other details or information from any of the tenderers.
10. Managing Director, KTDFC shall have the right to postpone/extend the date(s) of submission/opening of bids

Managing Director

Signature of the Tenderer(s)

Terms and Conditions

1. Tender documents can be obtained from the Head Office of Kerala Transport Development Finance Corporation Limited, Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695014 or the same can be downloaded from the web site of KTDFC -www.ktdfc.kerala.gov.in and Tender documents made on such forms shall be considered valid for participation in the Tender process. Tender form is FREE OF COST.
2. Tender documents (Sealed Master Envelope having the technical bid in Envelope 'A' and Financial Bid in Envelope 'B' separately) duly completed in all respects should reach either by post or by courier or delivered in person at the address given below before 3.00 PM on 16.09.2014. The tender will be opened at the Registered Office of KTDFC (Address given below) on 16.09.2014 at 4.30 PM in the presence of the interested Tenderers or their authorised representatives.

Address for submitting tender.

Managing Director

Kerala Transport Development Finance Corporation Limited,
Level 8 (6th floor), Trans Towers
Vazhuthacaud, Thiruvananthapuram - 695014.

The Technical Bid (Envelope 'A') and Financial Bid (Envelope 'B') of the tenderers will be opened as per Tender Schedule given above. Any tenders received after due date and time stated above shall not be entertained under any circumstances. KTDFC will not be responsible for any postal delay or misplacement of Tender documents sent by post.

3. Sealed Master Envelope shall contain **Envelope A** and **Envelope B**. The Master Envelope shall have the superscription "TENDER FOR LICENCE FOR OPERATION AND MAINTENANCE OF PAY & USE TOILETS AT KSRTC BUS TERMINAL COMPLEX, Thiruvananthapuram Central, (Thampanoor)". Envelopes A & B shall contain the following documents:

3 (A) Envelope – A shall contain the following documents:

- a. Tender documents [Signed by Tenderer(s) on all pages]
- b. Technical Bid in Annexure – A [Signed by Tenderer(s)]
- c. D.D No Dated for ₹. 50,000/- drawn in favour of Managing Director, Kerala Transport Development Finance Corporation Limited payable at Thiruvananthapuram (EMD). In the absence of EMD the Tender will be summarily rejected
- d. Details of Gross Turnover of the tenderer certified by Chartered Accountant for fulfilling the eligibility criteria.
- e. Declaration in stamp paper mentioned in clause 5 of the notice inviting tender.
- f. 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)
- g. A copy of the Registration certificate and Memorandum and Articles of Association, if the tenderer is a company
- h. 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.
- i. The details of similar works which the tenderer has undertaken within the last 3 (Three) years with quantity.
- j. Proof of address and identity such as attested copy of Ration Card, Passport, Driving Licence, Telephone bill, Electricity bill, Voters Identity card, etc.
- k. Certified copy of the PAN Card, if available.

3 (B) **Envelope – B shall contain the following document:**

Financial Bid in Annexure – B [Signed by Tenderer(s)] The license fee quoted in Annexure B shall be enclosed. In normal circumstances, the tender will be awarded to the bidder who offer the highest amount in the financial bid as the license fee to KTDFC.

General Conditions

1. The selected tenderer shall remit half of the quoted 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/- (EMD can be adjusted in the security deposit) 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 on or before the 15th day of the fourth month of the Licence. 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. In addition to licence fee etc., Licensee is liable to pay the required electricity and water charges, etc as are necessary for the operation and maintenance of the toilet facilities and Service Tax/VAT and other applicable taxes and statutory dues as may be decided by Central/State Governments from time to time. 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.
2. 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.
3. 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, 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.
4. Acceptance or non-acceptance of any tender shall rest with the Managing Director, KTDFC at his/her discretion. The tenderer shall hold the offer open for a period of 90 (Ninety days)

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.

5. 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 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.
6. The cost of stamp duty for the execution of the Licence Agreement shall be borne by the Licensee.
7. The Licence shall be valid for 1 (One) year from the date of award of the Licence. On the expiration of the said term of the period the license or its earlier termination thereof, as the case may, 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.
8. In addition to the licence fee, Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by KTDFC. Such charges shall be paid within the date(s) specified in the bill(s). In 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 premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
9. Non-compliance with any of the conditions given herein may lead to the rejection of tender.

Terms and Conditions

1. The Licensee should ensure that the toilets, urinals etc are kept spotlessly clean and free of insects, rodents and pests at all times.
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.
3. Scrub the wall tiles with sponge.
4. Minor plumbing works like removal and repairs of leaking taps, pipes etc to be attended by the Licensee.
5. Removal of all stains from the toilet floors, urinal walls, and other porcelain fittings in all the toilets and bathrooms.
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 from 6.00 am to 10.00 pm.
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 ₹. 500/- at a time for unsatisfactory cleanliness and up to ₹. 1000/- at a time for lack of proper upkeep of facilities may be imposed.
15. The rate for use of the facility is fixed as follows:

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

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 rate fixed for the purpose from the users of the facility.

16. If the Licensee fails to pay the license 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.
17. **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.**
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. 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 and State/Central Government and for no other purpose.
24. The Licensee shall not erect or display any advertisement or signboards without obtaining the prior approval in writing from KTDFC.
25. 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.
26. 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 determine 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 License.
27. Toilet and urinal facilities should be extended free of charges to KSRTC staff on production of their identity
28. Salwar and coat is the prescribed dress code of the female workers.
29. The person 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.
30. 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.
31. The Licensee shall ensure good conduct, decent behaviors, cleanliness etc by the persons employed by Licensee.
32. The Licensee shall ensure that the persons employed by him are covered under the various status 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.

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 for the purpose of securing their safety.

33. 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.
34. It shall be the responsibility of the Licensee to personally supervise the operation and maintenance of Pay and Use Toilet facilities and to keep under the safe custody of the cleaning materials / equipments etc required for the execution of the said work.
35. All the materials and equipments used for cleaning mentioned in the tender documents, shall be produced at site and be approved by the Company or its authorized personnel.
36. 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.
37. 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.
38. Only the Courts in Thiruvananthapuram will have the jurisdiction to settle the dispute arising out of this Contract.

Managing Director

Signature of the Tenderer(s)

TECHNICAL BID

1. Signature of the Tenderer :
 2. Name of Tenderer (In full) :
 3. Father's name (in case of individuals) :
 4. Address :
 5. Business or occupational address :
 6. Other relevant information, if any :
 7. Whether the documents mentioned in Clause 3 : Yes/No
of the 'Terms and Conditions' are enclosed
 8. Details of earnest money deposit :
Separate sheets may be attached, if necessary
- Signature of the Tenderer(s) :**

FINANCIAL BID

1. I/We
.....
..... hereby tender for the Licence for the operation and maintenance of Pay and Use Toilet facility at KSRTC Bus Terminal Complex, Thiruvananthapuram Central, Thampanoor for one year at the terms and conditions embodied in the tender documents.

2. I/We shall pay to the Kerala Transport Development Finance Corporation Ltd a License fee of ₹./- (Rupees
.....
..... only) exclusive of all applicable taxes, **for a period of one year** for the Licence for the operation and maintenance of Pay and Use Toilet facility at KSRTC Bus Terminal Complex, Thiruvananthapuram Central, (Thampanoor) in the manner mentioned in the tender documents. We agree to abide by all terms and conditions of the tender. [The applicable taxes, if any, shall be fully borne by the Licensee, whether payable by the Licensee or KTDFC, over and above the quoted License Fee].

Signature of Tenderer :

Name :

Address :

Note

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

Tender Form for Sealed Competitive Bids for Maintenance and Operation of Pay and Use Toilets at KSRTC Bus Terminal Complex, Thiruvananthapuram Central (Thampanoor)

Dated:.....

To

Managing Director
Kerala Transport Development Finance Corporation Limited,
Level-8 (6th Floor), Trans Towers, Vazhuthacaud,
Thiruvananthapuram – 695 014.

Dear Sir,

1. I/We
.....
..... hereby submit the tender to obtain licence for the work of Operation and Maintenance of Pay and Use Toilets at KSRTC BUS TERMINAL COMPLEX, Thiruvananthapuram Central,(Thampanoor)
2. I/We have quoted my/our rates (License Fee) in the financial bid (Annexure-B) in the tender form
3. 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 form and attached documents which is subject to such modifications from time to time as deemed necessary by the Managing Director, KTDFC and the same shall always be construed as agreed to be complied by me/us.
4. I/We agree to abide by the conditions and stipulations explicitly or implicitly laid down in the instructions to the tenderers attached to the tender form/given by KTDFC from time to time.
5. The tender documents received from Kerala Transport Development Finance Corporation Limited are returned herewith duly accepted and signed by me/us on each page of the tender documents.
6. An amount of ₹. 50,000/- (Rupees Fifty Thousand only) is paid towards EMD (Earnest Money deposited) by me/us as specified in the tender notification as D.D No..... dt..... drawn in favour of the Managing Director, Kerala Transport Development Finance Corporation Limited which is enclosed in **Envelope – A**

Enclosures:

- **Envelope – A** (Documents mentioned in Clause 3(A) of the 'Terms and Conditions')

- **Envelope – B** (Documents mentioned in Clause 3(B) of the 'Terms and Conditions' [Financial Bid]).

[Note: Both the above mentioned envelopes shall be sealed separately and shall be superscribed as 'Envelope A' and 'Envelope B' respectively and thereafter the same shall be enclosed in a master envelope along with this tender form with a superscription "TENDER FOR LICENCE FOR OPERATION AND MAINTENANCE OF PAY & USE TOILET FACILITIES AT KSRTC BUS TERMINAL COMPLEX, Thiruvananthapuram Central, (Thampanoor)"]

Yours faithfully,

Signature of the Tenderer(s) (Seal if any) :

Name of the Tenderer(s) & Full Address :