

## **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 19 to be signed and submitted by the Tenderer)*

*TENDER No. KTDFC/BOTP/TMPR/126/2014*

**Tender Form for Sealed Competitive bid for Licence for Operation and Maintenance of Pay and Park facilities in KSRTC Bus Terminal Complex, Thiruvananthapuram, Thampanoor.**

### **TENDER SCHEDULE**

Last Date and Time for the submission of Tender	on or before <b>03.00 pm</b> on <b>28-12-2015</b>
Date and Time for the Opening of Tender	at <b>12:00 pm</b> on <b>31-12-2015</b>
Earnest Money Deposit (EMD)	<b>₹. 50,000/-</b>
Application Fee	<b>₹. 1,000/- + ₹. 50/- = ₹. 1,050/-</b>

Date: **05-12-2015**  
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, Thiruvananthapuram, Thampanoor', for a period of One Year.

Name of Facility & location	EMD	Period of Licence	Security Deposit
Pay & Park facility, KSRTC Bus Terminal Complex, Thiruvananthapuram, (Thampanoor)	₹. 50,000/-	12 months (Twelve months)	Two months quoted Licence fee

2. The parties fulfilling the following criteria are eligible to participate in the tender.
- Three years experience of managing Licence agreement exclusively for vehicle parking contract at any star hotels, hospitals, airports, seaports, railways, bus terminals, approved public vehicle park area of municipal corporations, reputed malls, or shopping complexes.
  - The party should have minimum annual turnover of ₹. 3,00,000/- ( Three Lakhs).

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.
  - 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. 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/ or 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

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**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 monthly 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 Rs. 200/- (Mentioned in Clause 5 of the Notice Inviting Tender)

- \* *The documents mentioned above should be attached with the tender, in absence of which, the tender will be summarily rejected.*
- 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 and Park facilities in KSRTC Bus Terminal Complex, Thiruvananthapuram, Thampanoor.**”.
  - 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-695 014, Ph: 0471-2326883**”, and the same shall reach at the above address, either by hand or by post/ courier, on or before **3.00 pm** on **28-12-2015**.
  - 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 **12:00 pm** on **31-12-2015** 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 Monthly Licence fee in clause 3 of 'Tender Form for Financial Bid' will be noted down. The Space will be allotted by KTDFC to the party who offered the highest amount as Monthly Licence fee, subject to the condition that the amount offered as Licence fee shall be satisfiable to KTDFC.

MD, KTDFC shall have the right to cancel/ postpone/ extend the date(s) and time for submission/ opening of tenders and auction. 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: **05-12-2015**  
Place: **Thiruvananthapuram**

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**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 satisfied to KTDFC. The selected tenderer shall remit an amount equivalent to two months' quoted Licence fee as Security deposit, with KTDFC within 15 days of the award of the Licence. Licence Fee shall be quoted per month. The selected tenderer shall start the work immediately after receiving the award of Licence (Provisional Acceptance letter), after remitting the Security Deposit and Licence Fee for the first month 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. Thereafter, the selected tenderer shall remit monthly Licence fee in Advance on or before the 7<sup>th</sup> day of every calender month. 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 amount and the first month's 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 Interest Free Security Deposit should be remitted as mentioned above, ie. 2 months quoted Licence fee If requested by the tenderer, EMD can be adjusted towards the Security Deposit and the balance amount, if any, need be remitted by the party.
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 clause 7 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 Interest Free 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 Licence fee for the first month and execute an Agreement of License 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 monthly Licensee 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 & Park facility in the Basement, Second & Third Floors of KSRTC B.T.C at Thampanoor, Thiruvananthapuram (suitable for parking of 52 two wheelers and 186 cars) for a period of One Year, subject to the collection of such seen as mentioned here in from the vehicle owners.
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 & Park facility.
17. Licensee shall not conduct or permit to conduct any other business in the space earmarked for parking facility for vehicles. 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 parking to KTDFC in the same manner as it was handed over to it/ him/ her.
19. The Licensee shall keep the earmarked space of parking 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 remit the monthly License fee in advance on or before the 7<sup>th</sup> day of every month along with such other amounts billed and notified by KTDFC. The Licensee shall pay interest at the rate of 18% per annum on the belated payment of amounts due to KTDFC.

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.
22. The Licensee shall permit the Managing Director or any authorised officers of KTDFC to enter the earmarked parking 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 parking space.
23. 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 & Parking, 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.
24. 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.

25. 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.
26. Non-compliance with any of the conditions given herein may lead to the rejection of tender/ termination of Licence.
27. The Licensee shall intimate KTDFC the names of the persons to be employed by him for the operation and maintenance of the facility.
28. The cost of stamp duty for the execution of the Licence Agreement will be borne by the Licensee.
29. All the facilities should function for twenty four hours a day and 7 days a week continuously.
30. The Licensee shall regulate the parking of vehicles at the designated parking areas at the premises of KSRTC Bus Terminal, Thiruvananthapuram, Thampanoor and charge parking fees strictly at the following rates:-

**Two Wheeler:**

Sl No.	Time (in Hours)	Amount (in Rupee)
1	Upto 4 hrs	₹. 10/-
2	Upto 8 hrs	₹. 12/-
3	Upto 16 hrs	₹. 15/-
4	Upto 24 hrs	₹. 20/-
5	Max 30 days	₹. 15/- per day

**Light Motor Vehicle:**

Sl No.	Time (in Hours)	Amount (in Rupee)
1	Upto 2 hrs	₹. 20/-
2	Upto 4 hrs	₹. 30/-
3	Upto 8 hrs	₹. 40/-
3	Upto 16 hrs	₹. 50/-
4	Upto 24 hrs	₹. 80/-
5	Max 30 days	₹. 75/- per day

A notice should be as fixed at conspicuous places near the facilities depicting the rates as fixed along with the name of the Licensee. Licensee shall under no circumstances collect the parking fee from the users of the parking space in excess of the above prescribed fee. The Licensee shall be solely responsible for the safe keeping of vehicles parked in the parking area. The Licensee shall be solely answerable to all loss and damages caused to any vehicles or stealing of any vehicles parked in the parking area and also to the parking space provided. KTDFC shall not have any responsibility in this regard. If KTDFC has been directed by any authorities for payment of any compensation, fine, damage etc. in this regard, the same shall be charged on the Licensee and recovered from the Licensee in the same mentioned in clause 24 above.

31. 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 Parking 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 Parking space and its operation after such expiration or revocation will be deemed to be that of a trespasser.

32. 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. The Licensee shall also keep proper records of the vehicles parked in the facility.
33. 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 parked/ 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.
34. 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.
35. Licensee shall use the designated space for the bonafide purpose, for the operation and maintenance of the parking 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. Parking facilities shall be extended free of charges to KTDFC staff on proof of their identity.
36. The Licensee shall not erect or display any advertisement or signboards without obtaining the prior approval in writing from KTDFC.
37. The Licensee shall not unilaterally terminate the Licence agreement 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 in accordance with the other provision of this tender.

38. 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 parking spaces, 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.
39. Parking facility should be extended free of charges to KSRTC staff of Thampanoor Bus Depot also on production of their identity.
40. 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 best owned upon the Licensee or KTDFC.
41. 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: **05-12-2015**  
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 & Park Space in the KSRTC Bus Terminal Complex, Thiruvananthapuram (Thampanoor). 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:**



Licence for Operation and Maintenance of Pay and Park facilities in KSRTC Bus Terminal Complex, Thiruvananthapuram, Thampanoor.

**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** : .....

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.....

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

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**3. Monthly Licence Fee : \*\***

Amount offered as Monthly License Fee: ₹. ....(in figures)

Rupees .....

.....

.....only (in words)

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

**4. Details of Application 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:

1. *Overwriting of rates should be avoided. Tenderer must initial any correction/ rewriting/ overwriting of rates.*
2. *The tenderer will be responsible to 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.*