

# **Kerala Transport Development Finance Corporation Ltd**

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

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## **TENDER DOCUMENT**

**Notification No. KTDFC/BOTP/e-tender/STP/TVLA/291/2024 dated: 22.02.2024**



**E-Tender for Competitive bid for Annual Maintenance contract for  
the existing STP at Thiruvalla Bus  
Terminal Complex for a period of one year.**

## **INTRODUCTION**

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

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

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## **TENDER NOTICE**

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

Notification No. KTDFC/BOTP/e-tender/STP/TVLA/291/2024, dated: 22.02.2024

### **TENDER SCHEDULE**

Last Date and Time for the submission of e-Tender	on or before 03:00 pm on 02.03.2024
Opening of e-Tender	At 11.30 a.m. On 05.03.2024
Application Fee + GST	₹.1,000 + ₹.180 = ₹.1,180/-
Earnest Money Deposit	₹. 50,000/-
Validity of the Tender	6 months

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

Place: **Thiruvananthapuram**  
Date: **22.02.2024**

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

**e-Tender for Competitive bid for Annual Maintenance contract for the existing STP in KSRTC Bus Terminal Complex at Thiruvalla for a period of one year.**

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

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

**General Conditions for e-Tender:**

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

**1. Online Bidder registration process:**

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

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

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

## **2. Online Tender Process:**

### **The tender process shall consist of the following stages:**

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

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

upload the same back to the website.

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

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

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

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

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

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

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



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

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

**SUBMISSION PROCESS:**

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

For page by page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click “Bidders Manual Kit” link on the home page.

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

## **Notice Inviting e-TENDER:**

1. e-Tenders in the above prescribed manner are hereby invited by Kerala Transport Development Finance Corporation Limited (KTDFC) for granting Annual Maintenance contract for the existing STP in 'KSRTC BUS TERMINAL COMPLEX, Thiruvalla', for a period of one year including GST and all taxes

Sl. No.	Name of Facility	EMD	Period of License	Security Deposit
1	Annual Maintenance contract for the existing STP in KSRTC Bus Terminal Complex at Thiruvalla for a period of one year	<b>₹. 50,000/-</b> (Fifty Thousand only)	<b>12 Months</b> (Twelve months)	<b>Rs.50,000/-</b> (Fifty thousand only)

2. The parties fulfilling the following criteria are eligible to participate in the tender.
  - One year of experience of managing Annual Maintenance contract for the STP
3. Only one tender shall be submitted by a single party, either a firm or an individual. The proprietor of more than one firm will be considered as single party and one legal entity.
4. Any Party falling under the following categories is not eligible to participate in the tender.
  - De-barred/ black listed by CBI or Undertakings/Departments like Railways, Defence or any other Department of Government of India, State Governments, Corporations, Municipalities.
  - Parties facing action under Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
  - Undischarged insolvent.
5. The successful bidder shall give a declaration on a **Non-Judicial stamp paper of ₹. 200/-**, indicating the following details, before executing the agreement

- i. The details of their contracts at other sites.
- ii. Liability of payment of disputed/ undisputed dues to clients.
- iii. Details of having been de-barred/ black listed by CBI or undertakings/ Departments like Railways, Defence or any other departments of GOI, State Governments, Corporations, Municipalities, etc.
- iv. Whether facing any action under Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

The above declaration has to be given for 'NIL' information also.

6. The tender is liable to be rejected in case of non-submission of the above declaration by the parties.
7. The copies of identity proof & PAN Card and GST registration certificate shall also be uploaded in the e-Tender.
8. In case the information submitted by the tenderer is found to be incorrect/ false, at any stage, tender of such party will be rejected/ Agreement with such party will be terminated and Earnest Money Deposit (EMD)/ Security Deposit will be forfeited. Such party will be debarred from participating in KTDFC's tenders for a period of 3 (Three) years.
9. Acceptance or non acceptance of any tender shall rest with the Managing director, KTDFC at his/her discretion. The tenderer's shall hold the offer given for a period of six months from the date of opening of the tender and the tenderer shall not withdraw the offer within this period. In the event of such withdrawal, his/her earnest money will be forfeited by KTDFC.
10. **KTDFC** reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
11. **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.
12. **Managing Director**, KTDFC shall have the right to postpone/ extend the date(s) of submission/ opening of bids.

13. The Following documents (scanned copies) shall be uploaded in the e-tender along with the financial bid.
- Experience Certificate
  - PAN
  - Identify Proof
  - GST registration certificate

Date: 22.02.2024  
Place: Thiruvananthapuram

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

### **Criteria for Awarding e-Tender:**

The Annual Maintenance contract for the existing STP in KSRTC Bus Terminal Complex at Thiruvalla will be allotted through e-Tender procedure for a period of 12 months to those tenderer who quote the lowest Contract fee for 12 months, subject to the condition that the same shall be satisfiable to KTDFC. The expenses to be incurred for the due execution of the Agreement of Contract, detailing the terms and conditions of contract, shall also be borne by the contractor. The Contractor shall abide by the terms and conditions specified in this tender and the contract agreement and shall remit the agreed security deposit amount punctually in time. In case of necessity of registration of the contract agreement, if any, the said expenses shall also be borne by the contractor.

### **How to Participate in the e-Tender:**

The tenderer shall record the amounts that it/he/she offers as Contract fee for 12 months in the e-tender process.

Evaluation will be based on the lowest contract fee offered to the satisfaction of KTDFC. The tenderer who has been declared as satisfactorily quoted the lowest contract fee as above, shall then be directed to execute the agreement by issuing Acceptance letter of the Annual Maintenance contract for the existing STP and it be

handed over after the execution of the agreement. If the offers in all or any of the tenders received are found not satisfactory on evaluation, KTDFC reserves the right to cancel all or any tenders without assigning any reasons whatsoever.

### **The Method for Submission of e-Tenders:**

- Applicant can apply for the Licence for the facility by recording its/his/her offer of **Contract fee** through *online e-procurement system of the Government of Kerala* (website: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)). The detailed procedure for participating in the e-tender (e-submission of bids online) are mentioned earlier as well as in the website: “[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)”.
- Applicant shall pay the specified application fee and EMD (as specified in the tender schedule) online as per the directions in the above *e-procurement portal*. Application fee will not be returned/ refunded in any circumstances whatsoever. The EMD will be applied in the manner mentioned herein after.
- The prospective tenderers are requested to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, i.e. on or before **3:00 pm on 02.03.2024** in order to avoid any delay or technical problem during the tender submission process. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever.
- The prospective tenderers are advised to read the tender documents as well as the general instructions in the above *e-procurement portal* carefully before applying online.
- For any technical assistance or clarifications, prospective tenderers can contact *Kerala State IT Mission, e-Government Procurement PMU & Helpdesk, Uppalam Road, Statue, Thiruvananthapuram Tel: 0471 - 2577088, 0471 - 2577188, 0471 - 2577388 (On all Government working days from 9:30 am to 5:30 pm) E-Mail: “etendershelp@kerala.gov.in”*.

### **Opening of e-Tenders:**

Opening of e-tenders will commence at **11.30 a.m. On 05.03.2024 at the Head office**

of KTDFC, in the presence of those tenderers or their authorised representatives whoever are present. In the case of a representative, a proper authorization letter of the tenderer shall be produced by the representative along with the ID proof of the representative with a self attested copy thereof. **Evaluation will be based on the lowest offered Contract Fee to the satisfaction of KTDFC.** The Contract will be allotted to the lowest offer, if the same be found satisfactory and acceptable to KTDFC as above on evaluation. KTDFC reserves to itself the absolute right to cancel any tender if the offer(s) are not satisfactory on evaluation. Managing Director, KTDFC shall have the right to cancel/ postpone/ extend the date(s) and time for submission/ opening of tenders. The decision of the Managing Director, KTDFC on all matters arising out of this tender shall be final, conclusive and legally binding on all parties concerned.

In case lowest quoted bidder withdraws/cancel his offer the 2<sup>nd</sup> lowest bidder/3<sup>rd</sup> lowest bidder will be considered for acceptance. However the mode of acceptance will rest with the discretion of the Managing Director, KTDFC.

Place: **Thiruvananthapuram**  
Date: **22.02.2024**

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

**Terms and Conditions of e-Tender :**

1. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever. Hence the prospective tenderers are requested to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, in order to avoid any delay or technical problem during the tender submission process.
2. Acceptance or non-acceptance of any tender shall rest with Managing Director, KTDFC at his/ her discretion.
3. KTDFC reserves to itself the right to reject any or all the Tenders without

assigning any reason thereof and/or to call for any other details or information from any of the tenderers. The decision of the Managing Director, KTDFC shall be final and binding on the tenderers.

4. Non-compliance with any of the conditions given in the tender document set may result in the rejection of Tender. The decision taken by KTDFC, at its absolute discretion, in this regard shall be absolute and binding.
5. Managing Director, KTDFC shall have the right to postpone/ extend the date(s) and time of submission/ opening of e-Tenders.
6. EMD and Application Fee shall be paid (the amounts are specified in the tender schedule) online as per the directions in the above e-procurement portal. Application fee will not be returned/ refunded in any circumstances whatsoever. The EMD will be applied in the manner mentioned herein after.
7. Tender will be awarded to the lowest bidder, subject to the condition that the amount offered shall be satisfiable to KTDFC. Contract Fee shall be quoted for One Year. The selected tenderer shall remit an amount of Rs.50000/- as Interest Free Security Deposit. The selected tenderer shall start the work immediately after receiving the award of Contract (Provisional Acceptance letter), after remitting the Security Deposit of Rs.50,000/- (Rupees fifty thousand only) within 5 days of the date of receipt of Acceptance Letter. The selected tenderer shall execute an agreement with KTDFC before starting the work. Contractor shall make payment of Security deposit etc. by cheque/ Demand Drafts drawn on local banks or through online transfer. No out station cheque shall be accepted. If the selected tenderer fails to deposit the prescribed security deposit amount within 5 days from the date of award of the Contract, 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.
9. The earnest money of unsuccessful tenderers, other than the second and third highest bidders, will be refunded within 7 days of the finalization of the tender. As regards the second and third highest bidders, earnest money will be refunded within 10 days from the date of commencement of the operation by the selected tenderer after complying the required conditions above mentioned.
10. The Contract Agreement will be executed only after the compliance of the conditions of the tender with respect to the payment of Security deposit. If the selected tenderer withdraws from the offer or fails to deposit the amount above, its/his/her EMD shall be forfeited.
11. The EMD of unsuccessful tenderers except 2<sup>nd</sup> and 3<sup>rd</sup> highest will be returned to the accounts of the concerned tenderers. The EMD of the second and third highest offered tenderers will be returned only after the execution of Contract Agreement with the successful tenderer. Application fee is not refundable. The EMD of the successful tenderer will be dealt with the mutually agreed conditions.
12. The awarding of Contract will be made by KTDFC on the basis of the lowest contract fee to the satisfaction of KTDFC. Contract fee shall be quoted per year.
13. In addition to the Contract fee, the Contractor shall also be liable to pay the required GST and other taxes as are applicable from time to time, whether or not the responsibility for the payment of the same is bestowed upon the



contractor or KTDFC.

14. Upon award of the tender, the successful tenderer shall remit the entire Interest Free Security Deposit of Rs. 50,000/- (Rupees Fifty thousand only) and execute an Agreement of Licence incorporating all the terms and conditions, within 5 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 the EMD. The agreed contract fee shall become computable w.e.f the date of execution of Agreement.
15. The security deposit amount shall remain in the account of KTDFC till the expiry of the contract period of twelve months or its earlier termination, as the case may be, and thereafter security amount shall be refunded to the contractor without any interest, after deducting any amount that may be due to KTDFC or to other institutions/parties not paid by the licensee in relation with the contractor. The Contract is not transferable. Similarly KTDFC reserves the right to revoke the contract if the operation and maintenance of the facility by the contract is not satisfactory or if the contractor commits breach of any terms and conditions, by serving 15 days notice in writing. Contract 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 Contractor 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 Contractor by taking recourse to the

procedure above mentioned.

16. If a Contractor retreats from the contract before the expiry of the tenure of the contract period, otherwise than in accordance with the preceding clause with respect to the sending of 60 days notice, then, Interest Free Security Deposit will be forfeited. If a Contractor retreats from the contract before the expiry of the tenure of the contract period, the contractor will be responsible for the financial loss to be incurred by KTDFC, till the subsequent allotment of the contract and if the amount forfeited from the security deposit is insufficient to cover the loss, then the balance amount shall be recovered from any amounts due to the Contractor or if insufficient or absent, then by legal means including actions as per the provisions of the Kerala Revenue Recovery Act.
17. The Contractor shall intimate the names of persons to be employed by him for the operation and maintenance of the facility. The Contractor and its/his/her employees shall have to take all required precautions to see that none of their actions within the allotted premises shall amount to violation of terms and conditions of contract, any rules and regulations or cause any nuisance or annoyance or inconvenience to others, passengers, functioning of KTDFC & KSRTC and their operations and general public.
18. The Contractor shall pay all taxes in time including GST, TDS and Statutory Fees payable to the local bodies and fee/ subscription/ contribution payable to various Central/State Authorities/Departments like the EPF, Labour Departments, etc. as the case may be, during the period of contract. Quarterly TDS Certificates in the prescribed forms under Income Tax Rules 1962, or such other rules/law from time to time, evidencing the TDS/ TCS remitted has to be furnished to KTDFC by the Contractor in time. Similarly Contractor shall indemnify KTDFC against any damage,

expenses or loss of fee arising due to deduction of amounts as tax from Licence fee or due to short payment of tax deducted from fee to Government. KTDFC shall not be responsible for any expenses that may be incurred by the Contractor due to any delay caused in the payment of taxes.

19. The Contractor shall keep the space earmarked for Annual Maintenance contract for the existing STP 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 Contractor is prevented from keeping or storing in or upon the allotted space/premises, petrol or any other goods of combustible, hazardous or explosive nature or goods/items not permitted under law.
20. The Contractor 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. Contractor shall always keep the exterior and the interiors in good and tenable condition and carry out necessary repairs and maintenance in time as may be directed by KTDFC.
21. Contractor shall not make or permit under any circumstances, any alteration or additions to the earmarked space without obtaining prior written consent of KTDFC. If the Contractor is permitted to make any alterations or additions, it/he/she shall not be entitled to any compensation thereof. Similarly Contractor shall remove all such permitted alterations/additions, if directed by KTDFC, at its/his/her own cost on the expiry/termination of Contract and handover the possession of the space earmarked for existing STP to KTDFC in the same manner as it was handed over to it/him/her.
22. The Contractor shall permit the Managing Director or any authorised officers of KTDFC to enter the premises and spaces and inspect the conditions thereto and do the necessary work and repairs at all reasonable

times at the cost of the Contract if the same are found to be done due to the acts or omission of the Contractor 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 Annual Maintenance contract for the existing STP.

23. It is the responsibility of the Contractor to obtain required licenses, if any, from the Local Self Governments concerned/ Government Agencies for the Annual Maintenance contract for the existing STP, if required. KTDFC will not in any way be responsible, in case the Local Authority/ Government Agencies do not permit the Contractor to implement Annual Maintenance contract for the existing STP.
24. The Contractor shall abide by the Terms & Conditions of the contract included in this tender and to be mutually agreed upon and the contract agreement to be executed and rules in force. KTDFC shall at any time and from time to time be entitled to revise the terms and conditions and such revised terms and conditions shall always be construed as agreed to be accepted by the Contractor.
25. Notwithstanding any thing, if any, to the contrary contained in any other clauses, KTDFC shall have the right to terminate the contract forthwith and to take back the Annual Maintenance contract for the existing STP, if anything is done by the Contractor contrary to the conditions mentioned herein. Any loss, expense, damage, etc. if any caused to KTDFC in this regard or on account of the actions, inactions, breach, negligence, violations, etc. of the terms and conditions by the Contractor as the case may be, will be recovered from the amounts due to the Contractor if any, and if the same is not sufficient/if there be no such amounts, the amount/balance amount will be recovered from the Contractor by taking

legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly if any loss, expense, damage, etc. is caused to KTDFC, on account of the actions, inaction, breach, negligence, violations, etc. of the Contract or its/his/her other employees, representatives, etc., as the case may be, of the terms and conditions of the contract mentioned in this tender, contract agreement to be executed, or such other directions to be issued by KTDFC from time to time or the rules applicable from time to time, the same will also be recovered from the Contractor (in addition to the termination of Contract) in the manner above mentioned. Similarly KTDFC shall also have the right to recover any other amounts found due from the Contractor by taking recourse to the procedure above mentioned.

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

Similarly if there occurs any damage to the fittings/structure/articles in the facility due to the acts/omission/negligence of the contract or his employees, the same shall also be recovered from the Contractor.

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

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

28. Contractor shall be fully responsible for the life and security of persons including the public in the allotted Annual Maintenance contract for the existing STP. The contractor shall be responsible for the payment of compensation for any accidents, if any, that may occur in the earmarked space for the existing STP operations. Similarly, in case of necessity of making payment of compensation under the Workmen Compensation Act or under any law to any personnel engaged by the Contractor, for any matters arising out of or in the course of employment under contract, the same shall be paid by the contractor. KTDFC shall not have any responsibility in the above matters. If KTDFC has been directed by any authority to make any payment in the above matters, then such amount along with applicable interest shall be recovered by KTDFC from the contractor.
29. The prospective tenderers can visit the project site during office hours after obtaining permission from the site office of KTDFC, if they desires so. Since this tender is invited on 'as is where is and whatever there is basis', it shall be the duty of the prospective tenderers to verify and ascertain the conditions of the existing STP beforehand for which they intend to submit e-tender for the operation and maintenance of STP.
30. 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.

31. The contract 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 contract or its earlier termination thereof, as the case may be, the contractor shall hand over STP with the Contractor to KTDFC in the same condition in which the same was handed over to the contractor subject to normal wear and tear.
32. All the times during the currency of the contract agreement, it shall be the responsibility of the contractor to obtain proper insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed space and KTDFC shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.
33. 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 Contractor. 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 contract fee, the contractor shall pay all charges towards consumption of electricity and water for operating the Annual Maintenance contract for the existing STP 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 Contractor shall not be entitled for any compensation whatsoever on account of any such disconnection.

34. Contractor shall use the designated space only for the bonafide purpose, of the operation and maintenance of the existing STP and for no other purpose.
35. The Contractor shall not erect or display any advertisement or signboards without obtaining the prior approval in writing from KTDFC.
36. The Contractor shall not unilaterally terminate the contract before the expiry of the period of the contract except by giving 60 days notice in writing as earlier mentioned. Otherwise the Contractor 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 Contractor.
37. For the purpose of tender, the interested parties can visit the existing STP in the Thiruvalla Bus Terminal Complex during office hours after obtaining permission from the KTDFC Thiruvalla site office, for analysing the area and location of the existing STP.
38. In the event of any date(s) specified for opening of tenders being declared as a holiday for KTDFC, the due date(s) will be the following working day(s) without any change in time and place.
39. The words denoting one gender shall include other or both genders or firms or body corporates and singular shall include plural, wherever the context so requires/permits.
40. Disputes if any, arising out of and/or relating to this Tender shall be subject to the exclusive jurisdiction of Courts of competence in Thiruvananthapuram, Kerala.

Place: **Thiruvananthapuram**  
Date: **22.02.2024**

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

**THE GENERAL CONDITIONS FOR ANNUAL MAINTENANCE**

**CONTRACT FOR THE EXISTING STP:**

- 1.Full time 24 Hour operation of the plant for one year including keeping log book and connected records so as to ensure the required level of treatment as per KSPCB Norms with an average of single shift ( 1 person/shift ) 8 hours working of the plant per day, including chemicals for the day to day operation.
2. Work should be handled by experienced and qualified personnel.
3. Duration of the contract is for one year (15.03.2024 to 14.03.2025)
4. Contractor will be responsible for the quality of workmanship.
5. Contractor shall clean the collection well once in three months
6. Contractor shall submit waste water analysis report in every quarter from KSPCB, Regional laboratory or KSPCB approved water testing laboratories.
7. Contractor shall ensure that no damage is caused to existing structure or person or properties of other parties working at site.
8. Contractor shall ensure that no damage is caused to existing structure. If any damage is caused, it is the responsibility of the contractor to make good the losses or compensate the same.
9. Contractor shall remit the security deposit of Rs. 50,000/- after the work is awarded and execute an agreement in stamp paper worth Rs.200/-.
10. Contractor shall furnish documents showing minimum 1 years experience in operating STP.
11. Contractor shall submit waste water analysis report in every quarter from KSPCB, Regional laboratory or KSPCB approved water testing laboratories.
12. The Contractor should take necessary steps to eradicate foul smell from the entire area at all times.
13. 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.

14. The persons deployed for the operation and maintenance of STP 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.

15. The Contractor 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.

16. The Contractor shall ensure good conduct, decent behaviours, cleanliness, etc. by the persons employed by Contractor.

17. The Contractor 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 Contractor 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 Contractor . There shall not be any employer - employee relationship between KTDFC and the persons engaged by the Contractor.

18. 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 Contractor 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 Contractor to ensure that the persons employed by him are doing their work with proper safety measures,*

*which are to be provided by the Contractor.*

*(b) It shall be the duty of the Contractor 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.*

19. 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.

20. It shall be the responsibility of the Contractor to personally supervise the operation and maintenance of Existing STP and to keep under the safe custody of the cleaning materials/ equipments etc required for the execution of the said work.

21. The Contractor and his personnel shall strictly comply with the rules and regulations laid down by the Company with regard to entry and exit. The Contractor shall ensure that the persons engaged shall confine their activities strictly to the areas specified by the Company.

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

Place: **Thiruvananthapuram**  
Date: **22.02.2024**

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

## **DECLARATION**

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

**LIST OF DOCUMENTS TO BE UPLOADED.**

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

Place: **Thiruvananthapuram**  
Date: **22.02.2024**

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