

# **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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## **e-TENDER DOCUMENT**

*Notification No. KTDFC/BOTP/e-tender/333/OMPP/TVLA/2023, dated: 23.09.2023*



***e-Tender for Competitive bid for Licence for Operation and Maintenance of Pay & Park facilities in KSRTC Bus Terminal cum Shopping Complex at Thiruvalla for a period of One year.***

## **INTRODUCTION**

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

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

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## **e-TENDER NOTICE**

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

Notification No. KTDFC/BOTP/e-tender/333/OMPP/TVLA/2023, dated: 23.09.2023

### **TENDER SCHEDULE**

Last Date and Time for the submission of e-Tender	on or before <b>06:00 pm</b> on <b>06.10.2023</b>
Opening of e-Tender	At <b>11.30 a.m.</b> on <b>09.10.2023</b>
Application Fee + GST (@ 18 %)	₹. 1,000 + ₹. 180 = <b>₹. 1,180/-</b>
Earnest Money Deposit	<b>₹. 50,000/-</b>
Validity of Tender	<b>6 months</b>

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

Place: **Thiruvananthapuram**

Date: **23.09.2023**

**Principal Project Consultant**

Kerala Transport Development Finance Corporation Ltd.

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

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

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

**General Conditions for e-Tender:**

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

in this tender shall necessarily register themselves with above mentioned e-procurement portal.

**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.

**1. 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.

## **2. Tender Document Fees and Earnest Money Deposit (EMD)**

The Bidder shall pay, a tender document fees of Rs. 1,180/- and Earnest Money Deposit of Rs. 50,000/-. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

- **Online Payment modes**: The tender document fees 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

*e-Tender Document Set – Pay & Park - KSRTC Bus Terminal cum Shopping Complex , Thiruvalla*

9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		

**B) Internet Banking Options (Corporate)**

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



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

- (a) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- (b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 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.

### **3. 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 Licence for the Operation and Maintenance of the Pay & Park facility in 'KSRTC BUS TERMINAL COMPLEX at Thiruvalla', for a period of One Year including GST and all taxes.

Sl. No.	Name of Facility	EMD	Tender Validity	Period of Licence	Interest Free Security Deposit
1	<b>Pay &amp; Park</b>	<b>₹. 50,000/-</b> (Fifty Thousand only)	<b>6 months</b>	<b>12 Months</b> (Twelve months)	<b>Rs. 3 Lakhs</b> (Rupees Three Lakhs only ) or three times the monthly quoted amount whichever is higher

**Details of Pay & Park Facilities:**

- **Approximately 150 Two wheelers.**
- **Approximately 237 Four wheelers** (Two wheelers parking at Ramp/ passages etc are prohibited).

**The Parking areas will be reallocated to the tenants who occupy the commercial spaces in KSRTC Bus Terminal Complex at Thiruvalla as follows.**

- 2 two wheeler spaces may be earmarked without any charges to those tenants who have occupied commercial space up to 1000 sq.ft.
- Those who have occupied commercial space above 1000 sq.ft, parking space for 1 four wheeler and 2 two wheeler for each 1000 sq.ft of space may be earmarked free of charges.
- Those tenants who need additional Parking Space, the same can be given upon

payment of Rs.500/- per month for each four wheeler and Rs. 200/- per month for each two wheeler.

- Deduction of License fee may be given to the Licensee as and when the allottees occupy the parking space in KSRTC Bus Terminal Complex at Thiruvalla.

2. The parties fulfilling the following criteria are eligible to participate in the tender.

- The party should have minimum annual turnover of **₹. 3,00,000/-** (Three Lakhs).
- Experience of managing Licence agreement exclusively for Vehicle Parking licence at any star hotels, hospitals, airports, seaports, railways, bus terminals, approved public vehicle park area of Municipal corporations, reputed malls, or shopping complexes is desirable.

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

3. Only one tender shall be submitted by a single party, either a firm or an individual. The proprietor of more than one firm will be considered as single party and one legal entity.

4. Any Party falling under the following categories is not eligible to participate in the tender.

- De-barred/ black listed by CBI or Undertakings/ Departments like Railways, Defense 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.

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 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.
  - a) Experience Certificate.
  - b) Turnover Certificate.

c) Declaration in stamp paper.

d) PAN /GST.

e) Identify Proof.

Place: **Thiruvananthapuram**

**Principal Project Consultant**

Date: **23.09.2023**

Kerala Transport Development Finance Corporation Ltd.

### **Criteria for Awarding the Licence:**

The Licence for Operation and Maintenance of Pay & Park facilities in KSRTC Bus Terminal Complex at Thiruvalla will be allotted through e-Tender procedure for a period of 12 months to those tenderer who quote the highest monthly fee, subject to the condition that the same shall be satisfiable to KTDFC.

In addition to the payment of the amount quoted as monthly Licence fee in the e-tender process, successful tenderer shall also remit the interest free security deposit amount of **3 Lakhs only or three times the monthly quoted amount whichever is higher**.

The expenses to be incurred for the due execution of the Agreement of Licence, detailing the terms and conditions of Licence, shall also be borne by the Licensee. The Licensee shall abide by the terms and conditions specified in this tender and the Licence agreement and shall remit the agreed amounts punctually in time. In case of necessity of registration of the Licence agreement, if any, the said expenses shall also be borne by the Licensee.

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

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

**Evaluation will be based on the highest Annual Licence Fee offered to the satisfaction of KTDFC. The tenderer who has been declared as satisfactorily quoted the highest Licence fee as above, shall then be directed to remit interest free Security Deposit of amount of *Rs. 3 Lakhs only or three times the monthly quoted amount whichever is higher* and thereafter the Licence deed will be executed detailing the terms and conditions of the Licence and the operation of pay & park facility will then be handed over. The Licensee shall then be liable to promptly remit the agreed monthly Licence fee on or before the 15<sup>th</sup> day of succeeding months. If the offers in all or any of the tenders received are found not satisfactory on evaluation, KTDFC reserves the right to cancel all or any tenders without assigning any reasons whatsoever.**

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

- Applicant can apply for the Licence for the facility by recording its/his/her offer of Licence fee through *online e-procurement system of the Government of Kerala* (website: [www.etenders.kerala.gov.in](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 **06.00 pm on 06.10.2023** in order to avoid any delay or technical problem during the tender submission process. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever.
- The prospective tenderers are advised to read the tender documents as well as the general instructions in the above *e-procurement portal* carefully before applying online.
- For any technical assistance or clarifications, prospective tenderers can contact *Kerala State IT Mission, e-Government Procurement PMU & Helpdesk, Uppalam Road, Statue, Thiruvananthapuram. Tel: 0471 - 2577088, 0471 - 2577188, 0471 - 2577388 (On all Government working days from 9:30 am to 5:30 pm) E-Mail: “etendershelp@kerala.gov.in”*.

**Opening of e-Tenders:**

Opening of e-tenders will commence at **11.30 a.m. on 09.10.2023 at the Head office of KTDFC**, in the presence of those tenderers or their authorised representatives whoever are present [In the case of a representative, a proper authorization letter of the tenderer shall be produced by the representative along with the ID proof of the representative with a self attested copy thereof].

**Evaluation will be based on the highest offered Monthly Licence Fee to the satisfaction of KTDFC.** The Licence will be so allotted to the best offer, if the same be found satisfactory and acceptable to KTDFC as above on evaluation. KTDFC reserves to itself the absolute right to cancel any tender if the offer(s) are not satisfactory on evaluation.

Managing Director, KTDFC shall have the right to cancel/ postpone/ extend the date(s) and time for submission/ opening of tenders. The decision of the Managing Director, KTDFC on all matters arising out of this tender shall be final, conclusive and legally binding on all parties concerned. In case the highest quoted bidder withdraws/cancel his offer the 2<sup>nd</sup>/3<sup>rd</sup> highest bidders will be considered for acceptance. However the mode of acceptance will rest with the discretion of the Chairman and Managing Director, KTDFC.

Place: **Thiruvananthapuram**  
Date: **23.09.2023**

**Principal Project Consultant**  
Kerala Transport Development Finance Corporation Ltd.



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

1. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever. Hence the prospective tenderers are requested to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, in order to avoid any delay or technical problem during the tender submission process.
2. Acceptance or non-acceptance of any tender shall rest with Managing Director, KTDFC at his/ her discretion.
3. KTDFC reserves to itself the right to reject any or all the Tenders without assigning any reason thereof and/ or to call for any other details or information from any of the tenderers. The decision of the Managing Director, KTDFC shall be final and binding on the tenderers.
4. Non-compliance with any of the conditions given in the tender document set may result in the rejection of Tender. The decision taken by KTDFC, at its absolute discretion, in this regard shall be absolute and binding.
5. Managing Director, KTDFC shall have the right to postpone/ extend the date(s) and time of submission/ opening of e-Tenders.
6. EMD and Application Fee shall be paid (the amounts are specified in the tender schedule) online as per the directions in the above *e-procurement portal*. Application fee will not be returned/ refunded in any circumstances

whatsoever. The EMD will be applied in the manner mentioned herein after.

7. Tender will be awarded to the highest bidder, subject to the condition that the amount offered shall be satisfiable to KTDFC. **The selected tenderer shall remit an amount of *Rupees 3 Lakhs only or three times the monthly quoted amount whichever is higher* - as Interest Free Security Deposit, with KTDFC within 15 days of the award of the Licence.**

Licence Fee shall be quoted for One month. The selected tenderer shall start the work immediately after receiving the award of Licence (Provisional Acceptance letter), after remitting the Security Deposit, within 15 days of the date of receipt of Acceptance Letter. The selected tenderer shall execute an agreement with KTDFC before starting the work. Licensee shall make payment of License fee etc. by cheque/ Demand Drafts drawn on local banks or through online transfer. No out station cheque shall be accepted in payment of Licence fee, etc. If the selected tenderer fails to deposit the security deposit amount 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. The License Agreement will be executed only after the compliance of the

conditions of the tender with respect to the payment of Security deposit, etc.

If the selected tenderer withdraws from the offer or fails to deposit the Interest Free Security Deposit as above, its/his/her EMD shall be forfeited.

9. 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 Licence Agreement with the successful tenderer. Application fee is not refundable. The EMD of the successful tenderer will be dealt with the mutually agreed conditions.
10. The awarding of Licence will be made by KTDFC on the basis of the highest Monthly Licence fee to the satisfaction of KTDFC. Licence fee shall be quoted per month.
11. In addition to the monthly Licence fee, the Licensee shall also be liable to pay the required GST and other taxes as are applicable from time to time, whether or not the responsibility for the payment of the same is bestowed upon the Licensee or KTDFC.
12. Upon award of the tender, the successful **“tenderer shall remit the entire Interest Free Security Deposit and execute an Agreement of Licence incorporating all the terms and conditions, within 15 days of the provisional acceptance letter, at his/her own expense”**. If the Tenderer fails to execute the agreement within the time fixed above, the allotment

will be cancelled, forfeiting 25% of the Interest Free Security Deposit. The agreed Licence fee shall become computable w.e.f the date of execution of Agreement.

13. The security deposit amount shall remain in the account of the KTDFC till the expiry of the Licence period of twelve months or its earlier termination, as the case may be, and thereafter security amount shall be refunded to the Licensee without any interest within 30 days, after deducting any amount that may be due to KTDFC or to other institutions/parties not paid by the licensee in relation with the Licence. The Licence is not transferable. Similarly KTDFC reserves the right to revoke the Licence if the operation and maintenance of the facility by the Licensee is not satisfactory or if the Licensee commits breach of any terms and conditions, by serving 15 days notice in writing. Licence can also be terminated by giving 60 days notice in writing from either side without assigning any reason. If there occurs any damage to the fittings/ structure/ articles in the facility due to the acts/ omission/ negligence/ default/ failure breach of conditions, the value of such damaged things will be deducted from the security deposit and if the same is not sufficient, the balance amount will be recovered from the Licensee by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly KTDFC shall also have the right to recover any other amounts due from the Licensee by taking recourse to the

procedure above mentioned.

14. If a Licensee retreats from the Licence before the expiry of the tenure of the Licence period, otherwise than in accordance with the preceding clause with respect to the sending of 60 days notice, then, 25% of the Interest Free Security Deposit will be forfeited and the balance 75% will be paid back after subsequent successful allotment of the space or the expiry of the Licence period, whichever comes earlier, subject to the deductions, if any. If a Licensee retreats from the Licence before the expiry of the tenure of the Licence period, the Licensee will be responsible for the financial loss to be incurred by KTDFC, till the subsequent allotment of the Licence and if the amount forfeited from the security deposit is insufficient to cover the loss, then the balance amount shall be recovered from any amounts due to the Licensee or if insufficient or absent, then by legal means including actions as per the provisions of the Kerala Revenue Recovery Act.
15. The Licensee shall intimate the names of persons to be employed by him for the operation and maintenance of the facility. The Licensee shall not conduct or permit to conduct any other business in the space earmarked for Pay & Park facility for the public. The Licensee and its/his/her employees shall have to take all required precautions to see that none of their actions within the allotted premises shall amount to violation of terms and conditions of Licence, any rules and regulations or cause any nuisance or

annoyance or inconvenience to others, passengers, functioning of KTDFC & KSRTC and their operations and general public.

16. The Licensee shall pay all taxes in time including GST, TDS and Statutory Fees payable to the local bodies and fee/ subscription/ contribution payable to various Central/State Authorities/Departments like the EPF, Labour Departments, etc. as the case may be, during the period of Licence. Quarterly TDS Certificates in the prescribed forms under Income Tax Rules 1962, or such other rules/law from time to time, evidencing the TDS/ TCS remitted has to be furnished to KTDFC by the Licensee in time. Similarly Licensee shall indemnify KTDFC against any damage, expenses or loss of fee arising due to deduction of amounts as tax from Licence fee or due to short payment of tax deducted from fee to Government. KTDFC shall not be responsible for any expenses that may be incurred by the Licensee due to any delay caused in the payment of taxes.

17. The Licence will be issued for the operation of the Pay & Park facility in the Basement and Ground Floors of the Bus Terminal Complex at Thiruvalla (Approximately 150 Two wheeler & approximately 237 cars) for a period of One Year, subject to the collection of such fee as mentioned herein from the public. If the licensee charge any amount above the rate fixed by KTDFC for the parking facility, KTDFC will impose fine for such actions of the licensee.

18. The Licensee shall keep the space earmarked for Pay & Park facilities and premises clean at all times and shall make its/his/her own arrangements for proper disposal of garbage/wastes, otherwise, KTDFC will have the right to impose penalty. The Licensee is prevented from keeping or storing in or upon the allotted space/premises, petrol or any other goods of combustible, hazardous or explosive nature or goods/items not permitted under law.
19. The Licensee shall not cause or permit to do any act, which in the opinion of KTDFC, would disfigure and/ or damage the stability, life and strength of the building. Licensee shall always keep the exterior and the interiors in good and tenable condition and carry out necessary repairs and maintenance in time as may be directed by KTDFC.
20. Licensee shall not make or permit under any circumstance, any alteration or additions to the earmarked space without obtaining prior written consent of KTDFC. If the Licensee is permitted to make any alterations or additions, it/ he/ she shall not be entitled to any compensation thereof. Similarly Licensee shall remove all such permitted alterations/ additions, if directed by KTDFC, at its/ his/ her own cost on the expiry/ termination of Licence and handover the possession of the space earmarked for Pay & Park facilities to KTDFC in the same manner as it was handed over to it/ him/ her.
21. The Licensee shall permit the Managing Director or any authorised officers of KTDFC to enter the premises and spaces and inspect the conditions

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

22. It is the responsibility of the Licensee to obtain required license or permission, if any, from the Local Self Governments concerned/ Government Agencies for the operation & maintenance of Pay & Park facilities, if required. KTDFC will not in any way be responsible, in case the Local Authority/ Government Agencies do not permit the Licensee to operate the Pay & Park facility.
23. The Licensee shall abide by the Terms & Conditions of the Licence included in this tender and to be mutually agreed upon and the Licence agreement to be executed and rules in force. KTDFC shall at any time and from time to time be entitled to revise the terms and conditions and such revised terms and conditions shall always be construed as agreed to be accepted by the Licensee.
24. Notwithstanding any thing, if any, to the contrary contained in any other clauses, KTDFC shall have the right to terminate the Licence forthwith and to take back the Pay & Park facility, if anything is done by the Licensee contrary to the conditions mentioned herein. In such cases, if the Licensee



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

25. Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC also reserves the right to terminate the Licence and to take

back the Pay & Park facility, if the Licensee commits any negligence, inadequacy of performance, violations, inactions, breach of terms and conditions of the Licence, etc., or act detrimental to the interests of KTDFC in the opinion of KTDFC, or if it has been directed by the Government of Kerala to terminate the Licence at any time for any reasons whatsoever, by serving 45 days notice in writing, without payment of any compensation or damages. In such cases, the loss and damage caused to KTDFC, if any, will also be recovered from such terminated Licensee by taking recourse to the procedure earlier mentioned. The Licensee shall always be fully responsible for any loss, damage, expenses, if any, that may be caused to KTDFC due to any actions/failure in taking actions from the part of Licensee in accordance with the terms of Licence and such amounts shall also be recovered from the Licensee by taking recourse to the procedure earlier mentioned. Similarly if there occurs any damage to the fittings/structure/articles in the facility due to the acts/omission/negligence of the Licensee or his employees, the same shall also be recovered from the Licensee.

26. The breach/violation by the Tenderer/ Licensee of any of the conditions mentioned herein or prescribed by KTDFC from time to time will lead to the rejection of tender/termination of Licence as the case may be. KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal Complex at Thiruvalla in the land owned by KSRTC, on BOT basis, on the

basis of the orders issued by the Government of Kerala. As per the Government Orders, KTDFC shall operate the Project on BOT basis till the total project cost spent by KTDFC along with its applicable interest is realised fully from the Project and thereafter to hand over the Project to KSRTC. Hence, notwithstanding anything, if any, to the contrary contained in any other clauses, if it has been directed by the KSRTC, at the time of handing over of the Project to KSRTC on realisation of the entire project cost and applicable interest or on handing over of the Project by KTDFC to KSRTC on making any alternate arrangements for the realisation of the entire project cost and applicable interest from KSRTC by any other means, in case the Licence period is not completed at the time of such handing over, to terminate the Licence, KTDFC reserves its right to terminate the Licence by serving 45 days notice in writing, without payment of any compensation or damages. Within the said period of 45 days, the Licensee shall give vacant possession of the space to KTDFC in the same condition as it was handed over to it/his/her without any claim or excuse. If the Licensee fails to hand over the Pay & Park facility voluntarily after directing so by KTDFC, KTDFC shall have the absolute right to take actions to evict the Licensee. The Licensee shall be responsible for any loss, expense, damage, etc., if any, that may be caused to KTDFC in this regard. However if the Licensee and KSRTC decide to continue the Licence on

mutual consent, the Licensee can continue the Licence subject to the transfer of responsibility of the Licensee for the further payments of the agreed amounts to KSRTC, strictly subject to the other conditions specified in this tender. In such a scenario, the rights and responsibilities of KTDFC as the Licensor shall be transferred to KSRTC, as if the Licence has been granted by KSRTC.

27. Licensee shall be fully responsible for the life and security of persons including the public in the allotted Pay & Park facility. The Licensee shall be responsible for the payment of compensation for any accidents, if any, that may occur in the earmarked space for Pay & Park operations. Similarly, in case of necessity of making payment of compensation under the Workmen Compensation Act or under any law to any personnel engaged by the Licensee, for any matters arising out of or in the course of employment under Licensee, the same shall be paid by the Licensee. KTDFC shall not have any responsibility in the above matters. If KTDFC has been directed by any authority to make any payment in the above matters, then such amount along with applicable interest shall be recovered by KTDFC from the Licensee.

28. If the Licensee fails to pay the Licence fee and other charges by due dates, simple interest @ 18% per annum shall be payable on all delayed payments without prejudice to KTDFC's other rights and remedies.

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 Pay & Park facility beforehand for which they intend to submit e-tender.
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 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 Facility (Pay and Park) 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 space and its operation after such expiration or revocation will be deemed to be that of a trespasser.
32. All the times during the currency of the Licence agreement, it shall be the

responsibility of the Licensee to obtain proper insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed space and KTDFC shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.

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

34. Licensee shall use the designated space only for the bonafide purpose, of the operation and maintenance of the Pay & Park facility for the use of all passengers/ public and bonafide visitors to the Complex and officers of KTDFC, KSRTC and State/ Central Government and for no other purpose.

35. The Licensee shall not erect or display any advertisement or signboards without obtaining the prior approval in writing from KTDFC.
36. 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.
37. Parking facilities should be extended free of charges to KTDFC and KSRTC staff (limited to 3 Cars and 50 Two wheeler at Basement Floor), on production of their identity.
38. For the purpose of tender, the interested parties can visit the Pay & Park facility in the Thiruvalla Bus Terminal Complex during office hours after obtaining permission from the KTDFC Thiruvalla site office, for analysing the area and location of the Pay & Park facilities.
39. 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.
40. 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.
41. Defaulters of payment due to KTDFC on account of Rent, Interest Free

Security Deposit, Licence/Contract Fee, etc. are not eligible to participate in this e-tender and the tenders received from such defaulters will be rejected, unless they clears the dues on or before the date of submission of tender.

42. 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: **23.09.2023**

**Principal Project Consultant**  
Kerala Transport Development Finance Corporation Ltd.

**THE GENERAL CONDITIONS FOR PAY & PARK FACILITIES:**

1. The Licensee shall regulate the parking of vehicles at the designated parking areas at the premises of KSRTC Bus Terminal, Thiruvalla and charge parking fees not exceeding at the following rates:-

**Two Wheeler Parking:**

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

**Light Motor Vehicle Parking:**

Sl No.	Time (in Hours)	Amount (in Rupee)
1	<b>Upto 2 hrs</b>	<b>₹. 20/-</b>
2	<b>Upto 4 hrs</b>	<b>₹. 30/-</b>



3	<b>Upto 8 hrs</b>	<b>₹. 40/-</b>
4	<b>Upto 16 hrs</b>	<b>₹. 50/-</b>
5	<b>Upto 24 hrs</b>	<b>₹. 80/-</b>
6	<b>Max 30 days</b>	<b>₹. 75/- per day</b>

2. Notice should be fixed at conspicuous places near the facilities depicting the rates as fixed along with the name of the Licensee. If the licensee charge any amount higher than the above mentioned fixed rates for the use of the parking facility KTDFC will impose fine for such actions of the licensee.
3. Licensee shall under no circumstances collect the parking fee from the users of the parking space in excess of the above prescribed fee.
4. The Licensee shall be solely responsible for the safe keeping of vehicles parked in the parking area.
5. The Licensee shall be solely answerable for 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 manner mentioned in this tender with respect to the recovery of damage from the Licensee.
6. All the facilities should function for twenty four hours a day and 7 days a week continuously.
7. The Licensee shall intimate KTDFC the names of the persons to be employed by him for the operation and maintenance of the facilities.
8. The License will be issued for the operation of the Pay & Park facility in the Basement and Ground Floors of the Bus Terminal Complex at Thiruvalla

(Approximately 150 Two wheelers and approximately 237 cars ), for a period of one year. Licensee shall use only the space earmarked by KTDFC for the purpose of operating pay & park facility.

9. If **KTDFC** has been directed by any authorities for payment of any compensation, fine, damage etc. for any reason whatsoever with respect to pay & park facility, the same shall be charged on the Licensee and recovered from the Licensee.
10. 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.
11. Parking facility should be extended free of charges to KSRTC staff of Thiruvalla Bus Depot (limited to 3 Cars and 50 Two wheeler at Basement Floor), and KTDFC staff on proof of their identity.
12. It shall be the duty of the Licensee to pay the salary and other payments to the personnel engaged by the Licensee for the operation and maintenance of the pay & park facilities. There shall not be any employer-employee relationship between KTDFC and the personnel to be engaged by the Licensee. All responsibilities, Liabilities, etc. w.r.to the personnel engaged by the Licensee shall be absolutely and exclusively vested with the Licensee. KTDFC shall not have any responsibility in this regard. If KTDFC has been directed by any authorities for payment of any compensation, fine, etc. in this regard, the same shall be charged and recovered from the Licensee by taking recourse to the procedure mentioned

herein before.

13. The Parking areas was reallocated to the tenants who occupy the commercial spaces in KSRTC Bus Terminal Complex at Thiruvalla as follows.

- 2 two wheeler spaces may be earmarked without any charges to those tenants who have occupied commercial space up to 1000 sq.ft.
- Those who have occupied commercial space above 1000 sq.ft, parking space for 1 four wheeler and 2 two wheeler for each 1000 sq.ft of space may be earmarked free of charges.
- Those tenants who need additional Parking Space, the same can be given upon payment of Rs.500/- per month for each four wheeler and Rs. 200/- per month for each two wheeler.
- Deduction of License fee may be given to the licensee as and when the allottees occupy the parking space in KSRTC Bus Terminal Complex at Thiruvalla.

14. 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.

15. 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.

16. Two wheelers parking at Ramp/ passages etc is prohibited.

Place: **Thiruvananthapuram**

Date: **23.09.2023**

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

**LIST OF DOCUMENTS TO BE UPLOADED.**

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

Place: **Thiruvananthapuram**

Date: **23.09.2023**

Sd/-

**Principal Project Consultant**

Kerala Transport Development Finance Corporation Ltd.