

*Tender Document Set - KSRTC Bus Terminal Complex, Kozhikode*

## **Kerala Transport Development Finance Corporation Ltd**

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

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

Telephone: 0471-2327881, 2326883, Fax 0471-2326884, e-mail: [tenders@ktdfc.com](mailto:tenders@ktdfc.com), web: [www.ktdfc.com](http://www.ktdfc.com)

### **TENDER NOTICE**

*Tender Document (Pages 01 to 19 to be signed and submitted by the Tenderer)*

TENDER No. **KTDFC/136/KKD/2015**

### **TENDER SCHEDULE**

Last Date and Time for the submission of Tender	on or before 03.00 pm on 15-10-2015
Tender opening date	at 11:00 am on 19-10-2015
Application Fee + VAT	₹. 10,500/-
Earnest Money Deposit (EMD)	₹. 5,00,000/-

18-09-2015

Sd/-

**Principal Project Consultant**

Kerala Transport Development Finance Corporation Ltd.

### **Tender for Allotment of Commercial Space in KSRTC Bus Terminal Complex at Kozhikode (As a Single Unit)**

Sealed competitive tenders are invited by **Kerala Transport Development Finance Corporation Ltd (KTDFC)** for the allotment of the entire commercial space in the **Hi-tech KSRTC Bus Terminal Complex at Kozhikode as a single unit** (suitable for shops, offices, super markets, multiplex theatres, food courts, IT business, etc.) on rent. The Tender Document Set can be obtained from the Head Office of KTDFC or the same can be downloaded from the website: **[www.ktdfc.com](http://www.ktdfc.com)**

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Applicant shall pay the Application Fee of ₹. 10,000/- + VAT @ 5% (ie. total amount of ₹. 10,500/-) by way of DD drawn in favour of the **Managing Director, Kerala Transport Development Finance Corporation Ltd**, payable at Thiruvananthapuram. Application Fee will not be returned/ refunded in any circumstances whatsoever. The Applicant shall also remit an amount of ₹. **5,00,000/-** (Rupees Five Lakhs only) as Earnest Money Deposit (EMD) for participating in the Tender. EMD shall be remitted by way of another DD drawn in favour of the **Managing Director, Kerala Transport Development Finance Corporation Ltd** payable at Thiruvananthapuram.

The DDs for the Application Fee and EMD shall be drawn separately and the originals of the same shall be enclosed with the Tender in the manner mentioned below.

### **CRITERIA FOR ALLOTMENT OF SPACE**

The whole commercial built up space of the Project is **2,18,716.23 sq.ft** (specified in detail in the Commercial Space Area Details & Floor Plan Sketch appended with this Tender Document as Annexure - I & II ) and the same will be allotted as a Single Unit on lease through a **Tender Procedure, if found satisfactory by KTDFC. Tenderer can offer his financial package (Rent, Security Deposit etc.) in the tender form for Financial Bid. The lessee can use the allotted space for its/ his/ her own use or sublease it, whether as a whole or in parts, to others with such rents and deposits as may be mutually agreed between them.** The space will be allotted by KTDFC on lease for a period of 30 (Thirty) years, subject to the terms and conditions specified herein. The expenses to be incurred for the registration of the Agreement of Lease, detailing the Terms and Conditions of the Lease, shall also be borne by the Lessee. The Allottee shall abide by the terms and conditions specified in this Tender and the Lease Agreement and shall remit the agreed amounts punctually in time.

### **HOW TO PARTICIPATE IN THE TENDER**

The applicant shall record the amounts that it/ he/ she offers as monthly rent and/ or lump

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sum payment and/or interest free security deposit, etc. (Financial Package) in the tender form for Financial Bid, for the allotment of the space on lease. (The rent holiday, if any, is desired to be claimed by the tenderer the same shall also be specified in the Financial Bid). Similarly the period and amount of enhancement in rent, if desired to be offered in the tender, can also be specified by the tenderer in the Financial Bid).

If it is found that there is inconsistency in the amounts quoted in figures and words, reliance will be given to the amount quoted in words. Evaluation will be based on maximum financial return to KTDFC. If none of the offers received through tender are found satisfactory/acceptable on evaluation, KTDFC reserves the right to cancel the tender without assigning any reason whatsoever.

For the sake of convenience of the interested applicants, the basic data are repeated below in a tabular form.

Application Fee + VAT	₹. 10,500/-
Earnest Money Deposit (EMD)	₹. 5,00,000/-

### **METHOD FOR SUBMISSION OF TENDERS**

- ➔ Applicant can obtain the tender documents from the Head Office of KTDFC or the same can be downloaded from the website [www.ktdfc.com](http://www.ktdfc.com)
- ➔ Fill in the Tender Documents and sign each pages (19 pages).
- ➔ **The Tenderer can record it/ his/ her offer in 'Tender Form for Financial Bid'**. Overwriting should be avoided. Tenderer must initial any cutting/ rewriting/ over writings.
- ➔ Put the original DDs, for the Application fee & EMD drawn separately, and the self attested copy of the Identity & Address proof of the Tenderer in a sealed envelope (Envelope-1) with a superscription '**EMD, Application Fee, ID & Address Proof**'.
- ➔ Put the duly filled Tender Document including 'Tender Form for Financial Bid', in another sealed envelope (Envelope-2) with a superscription '**Tender-Financial Bid**'.
- ➔ The above two sealed envelopes (Envelope 1 & 2) shall then be put in a sealed Master Envelope and superscribe "**Tender for Allotment of Commercial Space in KSRTC Bus Terminal Complex at Kozhikode**".

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- The above mentioned Sealed Master Envelope shall be addressed to “**The Principal Project Consultant, Kerala Transport Development Finance Corporation Ltd, 6<sup>th</sup> Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram, Pincode: 695014, Ph: 0471-2326883**”, and the same shall reach at the above address, either by hand or by post/ courier, on or before **03.00pm on 15-10-2015**.
- Any Tender received after due date & time will not be entertained. KTDFC will not be responsible for any delay or misplacement of documents sent by post/ courier.

**OPENING OF TENDERS**

The Tenders will be opened at **11:00 a.m on 19-10-2015** at the **Head Office of KTDFC at Vazhuthacaud, Thiruvananthapuram**, in the presence of those tenderers or their authorised representatives whoever are present [In the case of a representative, a proper authorization letter of the Tenderer shall be produced by the representative along with the ID proof of the representative with a self attested copy thereof].

In the first phase, Envelope-1 will be taken out by opening the Master Envelope and it will be verified that whether the Tenderer has furnished the requisite EMD, Application Fees and Identification Proof. Financial Bid of the qualified tenders only will be opened. Evaluation will be based on maximum financial return to KTDFC and the space will be allotted to the best offer, if the same be found satisfactory to KTDFC on evaluation. Offer shall be firm for a period of 6 months.

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.

Thiruvananthapuram  
18-09-2015

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

## **TERMS AND CONDITIONS OF TENDER**

1. Any tender received after due date and time shall not be entertained as a matter of right of the Tenderer. KTDFC will not be responsible for any delay or misplacement of documents sent by post/ courier.
2. In case the information submitted by the Tenderer is found to be incorrect/ false, at any stage, Tender of such party/ Agreement with such party will be rejected/ terminated at the absolute discretion of KTDFC.
3. Acceptance or non-acceptance of any tender shall rest with Managing Director, KTDFC at his/ her discretion.
4. KTDFC reserves to itself the right to reject any or all the Tenders without assigning any reason thereof and/ or to call for any other details or information from any of the Tenderer.
5. The decision of the Managing Director, KTDFC shall be final and binding on the Tenderers.
6. 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.
7. Managing Director, KTDFC shall have the right to postpone/ extend the date(s) and time of pre-bid meeting and/ or submission/ opening of Tenders.
8. On acceptance of an offer, KTDFC will send the 'Letter of Provisional Allotment of the space' to the successful Tenderer, in accordance with the terms of the accepted offer.
9. If the selected tenderer withdraws from the offer, his/her/its EMD shall be forfeited. The final allotment letter will be issued only after the compliance of the conditions of accepted offer, if any, with respect to the payment of security deposit / advance lump sum payment, etc.
10. The Allottee (successful Tenderer) shall then execute and register an Agreement of

Lease (Lease Deed), incorporating all the terms and conditions, within 20 days of the Final Allotment Letter, at its/ his/ her own expense. The space will be handed over to the lessee on execution of the agreement of lease. If the Tenderer fails to execute the agreement within the time fixed above, the allotment will be cancelled, forfeiting the EMD and the space will be re-allotted otherwise.

- 11.** EMD and Application Fee shall be paid by way of Demand Drafts in favour of the Managing Director, Kerala Transport Development Finance Corporation Ltd, Thiruvananthapuram, payable at Thiruvananthapuram, Kerala.
- 12.** The EMD of unsuccessful Tenderers will be returned to the Tenderers in the address given in the application form. KTDFC will not be responsible for any loss of the DD/ Cheque due to incorrect address. Any subsequent change in address of the Tenderer shall be intimated by Registered Post. The EMD of the second and third highest offered Tenderers will be returned only after the execution of the Lease Agreement with the successful Tenderer. The Application fee is not refundable. The EMD of the successful tenderer will be dealt with in accordance with the mutually agreed conditions.
- 13.** The allotment of space will be made by KTDFC on the basis of the **maximum financial return to the company**, subject to the condition that the financial package offered shall be satisfiable to KTDFC.
- 14.** The lease period shall be for a period of thirty (30) years, subject to the condition that the lessee shall abide by the terms and conditions specified in this tender and the lease agreement and shall make prompt remittance of the amounts offered in the financial package. The Lessee shall give vacant possession of the space immediately on expiry of the lease period/ termination of lease in the same condition as it was handed over to it/ him/ her, without challenging or disputing the decision of KTDFC. Lessee cannot raise any right or claim in this regard. The lease will be terminated at any time if the Lessee violates any of the Terms and Conditions of the lease as mutually agreed upon and the conditions of this tender

and the Lease Agreement to be executed.

- 15.**Over and above the amounts offered in the financial package payable, the Lessee is also liable to bear the amounts required as Service Tax/ other taxes as are applicable from time to time (except Land Tax, Building Tax and Property Tax for the Project Building), whether or not the responsibility for the payment of same is bestowed upon the Lessor or Lessee. The general up-keeping of the space (including that of Lifts, Escalators, Generators, etc.), painting of the leased space from time to time, housekeeping, security arrangements (including the engaging of sufficient number of security guards), etc. of the space allotted, subject to the directions and supervision of KTDFC, shall be the responsibility of the Lessee for the whole period of Lease, at his/ her/ its own expense and cost.
- 16.**Similarly if the Lessee retreats from the contract before the expiry of the tenure of the lease period, then, the lessee will be responsible for the financial loss to be incurred by KTDFC, till the successful subsequent allotment of space and the loss shall be recovered from any amount due to the lessee or if insufficient or absent, then by legal means against the lessee including actions as per the provisions of the Kerala Revenue Recovery Act.
- 17.**No business prohibited by the Government or detrimental to the interest of KTDFC or KSRTC will be allowed in the space under any circumstance. The Lessee/ Sub Lessees or its/ his/ her/ their 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 lease, any rules & regulations or cause any nuisance or annoyance or inconvenience to others, passengers, functioning of KSRTC and KTDFC & their operations and general public.
- 18.**Lessee shall not make or permit under any circumstance, any alteration or additions to the allotted space without obtaining prior written consent of KTDFC. If the Lessee is permitted to make any alterations or additions, it/ he/ she shall not be entitled to any compensation thereof. Similarly Lessee shall remove all such

permitted alterations/ additions, if directed by KTDFC, at his/ her/ its own cost on the expiry/ termination of lease and handover the vacant possession of the leased premises to KTDFC in the same manner as it was handed over to him/ her. The sub lessees, if any, shall be evicted by the Lessee at his/ its/ her own expense and responsibility in such circumstances.

19. It is to be specifically noted that the space is allotted without floor finishes and other interior finishes. These are to be done by Lessee at his/ her/ its own cost as per requirements and without causing any damage/ alteration to the structure.
20. Lessee shall bear, pay and discharge all existing and future taxes (except Land Tax, Building Tax and Property Tax), charges, assessment and out goings payable in respect of the said space and common area space including electricity, water charges, taxes, etc. from the date of allotment till the date of handing over of vacant possession of the space back to KTDFC. The Lessee shall also manage the operation and maintenance of the space including Common Areas like lifts, escalators, corridors, lobbies, toilet blocks, etc. at his/ its/ her own expense and responsibility.
21. The Lessee shall at his/ its/ her risk, cost and expenses make his/ its/ her own arrangements for taking electricity and water connection for the space including common area, from the Authority concerned. Prior permission of KTDFC shall be obtained for this and the layout of electric lines, pipelines, water tank, if any, etc. shall be done according to the advice and approval of the Authority and KTDFC.
22. **The Lessee can sublet the possession of the space allotted to him/ it/ her, if it/ he/ she wishes to do so, either in whole or in parts, to others with such rents and deposits as may be mutually agreed between them,** strictly subject to and in adherence of the terms and conditions stipulated herein and to be mutually agreed upon and the Lease Agreement between KTDFC and the Lessee. KTDFC shall not have any responsibility for any actions of the Sub Lessees. Instead, Lessee shall always be bound and responsible to KTDFC and others for all and every actions of

the Sub Lessees also and shall always indemnify and keep indemnified KTDFC if any loss, damage, expense, etc. that may be caused to KTDFC on account of the actions, inactions, breach, negligence, violations, etc. of the terms and conditions of the lease by the Lessee or Sub Lessees, as the case may be. In such cases of breach or violation by the Lessee or Sub Lessees, as the case may be, of the Terms and Conditions of the lease stipulated in this Tender and to be mutually agreed upon and in the Lease Agreement to be executed, the Lease Agreement with the Lessee will be cancelled and the space will be taken back by KTDFC. In such a circumstance, the lessee will be responsible for the financial loss incurred by KTDFC and the same will be recovered from him by taking recourse to the procedure earlier mentioned.

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

**24.** The Lessee shall keep the space 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 Lessee is prevented from keeping or storing in or upon the space, petrol or any other goods of combustible, hazardous or explosive nature or goods/ items not permitted under law. Other than the sub letting of the leased space or using the leased space for own purposes, as

permitted in the manner mentioned herein, the Lessee shall not have any other right over the leased space. The Lessee shall hand over the vacant possession of the leased space on completion of the lease period/ termination of lease after evicting the Sub Lessees, if any. The Lessee or Sub Lessee(s), as the case may be, shall not have any right to sell, mortgage, pledge, or in any way encumber or create any charge upon the leased space or the building in which the leased space is situated.

- 25.** The project is being handled by KTDFC on BOT basis in the property owned by Kerala State Road Transport Corporation (KSRTC). KSRTC has the absolute right over the areas earmarked for its operations and to do all actions necessary for its operation. The Lessee shall not have any right to do any business, activities, etc. in the area earmarked for KSRTC. The business activities of the Lessee is strictly confined to the commercial space so allotted. Similarly the area as may be earmarked for Police Aid Post, if any, will also be excluded from the commercial space. In addition, the area earmarked in the project building for the Branch cum Maintenance Office of KTDFC is also excluded from the space to be let out.
- 26.** The Lessee shall remit all the agreed amounts promptly and shall pay interest at the rate of 18% per annum on the belated payments of the amounts offered in the financial package, if any.
- 27.** If any variation is found in the measurement of the space to be allotted, on subsequent physical verification, the agreed amount will be revised proportionately.
- 28.** The Lessee 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. Lessee 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.
- 29.** The Lessee shall permit the Managing Director or any authorised officers of KTDFC to enter the space and inspect the conditions thereto and do the necessary works and repairs at all reasonable times at the cost of the Lessee, if the same are

found to be done due to the acts or omission of the Lessee or Sub Lessees, if any, engaged by the Lessee. They shall not use prohibited items and shall always try to have Eco-friendly measures adopted for the upkeep of the space and premises.

- 30.**It is the responsibility of the Lessee to obtain required license or permission, if any, from the Local Self Governments concerned/ Government Agencies for running the business/ functioning of office in the allotted space, if required.
- 31.**KTDFC reserves the right to maintain a Project Maintenance Team for the due supervision of the Project Building including the space to be allotted.
- 32.**All open spaces and entrances to the premises should be kept free from any obstruction and kept clean and tidy at all times. (No articles should be kept outside the area allotted to the Lessee).
- 33.**The name, advertisement, etc. of the shop/ office shall be displayed only in the allotted space.
- 34.**The Lessee shall abide by the Terms & Conditions of the lease included in this tender and to be mutually agreed upon and the Lease 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 Lessee.
- 35.**Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC shall have the right to terminate the Lease forthwith and to take back the leased commercial space, if anything is done by the Lessee or Sub Lessee(s), if any, or their employees, representatives, etc. contrary to the conditions mentioned herein, after giving prior notice of 45 days in writing and communicated to the Lessee by Registered Post with acknowledgement due. Within the said period of 45 days, the Lessee shall give vacant possession of the space to KTDFC in the same condition as it was handed over to him/her/it without any claim or excuse. If Lessee fails to hand over the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Lessee and Sub Lessees, if any. If any loss,

expense, damage, etc. is caused to KTDFC in this regard or on account of the actions, inactions, breach, negligence, violations, etc. of the Lessee or Sub Lessees, as the case may be, of the Terms and Conditions of the Lease, the same will also be recovered from the amounts due to the Lessee, if any and if the same is not sufficient/ if there be no such amounts, the amount/ balance amount will be recovered from the Lessee 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 found due from the Lessee by taking recourse to the procedure above mentioned.

**36.**Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC also reserves the right to terminate the lease and to take back the vacant possession of the allotted space, if the Lessee or Sub Lessees, as the case may be, commit any negligence, inadequacy of performance, violations, inactions, breach of terms, 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 lease at any time for any reason 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 Lessee from the amounts if any due to the lessee and if the same is not sufficient/if there be no such amounts, then by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. The Lessee shall always be fully responsible for any loss, damage, expenses, etc., if any, that may be caused to KTDFC due to any actions/ failure in taking actions on its/ his/ her/ Sub Lessee(s)' part in accordance with the terms of the lease and such amounts shall also be recovered from the Lessee by taking recourse to the procedure above mentioned.

**37.**KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal Complex at Kozhikode 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 by the Lessor to KSRTC on realisation of the entire project cost and applicable interest, in case the lease period is not completed at the time of such handing over, to terminate the lease, KTDFC reserves its right to terminate the lease by serving 45 days notice in writing, without payment of any compensation or damages. Within the said period of 45 days, the Lessee shall give vacant possession of the space to KTDFC in the same condition as it was handed over to it/ him/ her without any claim or excuse. If the Lessee fails to hand over the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Lessee and Sub Lessees, if any. The Lessee shall be responsible for any loss, expense, damage, etc., if any, that may be caused to KTDFC in this regard. However if the Lessee and KSRTC decide to continue the lease on mutual consent, the Lessee can continue the lease subject to the transfer of balance amounts to KSRTC, strictly subject to the other conditions specified in this agreement. In such a scenario, the rights and responsibilities of KTDFC as the Lessor shall be transferred to KSRTC, as if the space has been allotted by KSRTC.

**38.**The total area of the space to be allotted through this tender is **2,18,716.23 Sq.Ft** (specified in detail in the Commercial Space Area Details & Floor Plan Sketch appended with this tender document as Annexure I & II ). They selected tenderers shall remit all the agreed amounts promptly.

**39.**In applicable cases, the Lessee shall give necessary provisions from the space allotted to it/ him/ her for arranging provisions in accordance with the necessary/ obligatory/ statutory Fire and Safety Standards.

**40.**KTDFC will provide the facility for obtaining water/ electric connection for the space allotted. It will be the responsibility of the Lessee to obtain connections,

observing the required formalities.

- 41.**The breach/ violation by the Tenderer/ Lessee of any of the conditions mentioned herein or prescribed by KTDFC from time to time will lead to the rejection of tender/ termination of lease, as the case may be.
- 42.**The term 'KTDFC' shall also include its authorised officers, representatives, administrators, assigns & transferees of the Project, successors, heirs and KSRTC, if the circumstances so require.
- 43.**All terms and conditions of lease of the space detailed in this Tender and to be mutually agreed upon as well as in the Lease Agreement to be executed with the Lessee and such other directions that may be issued by KTDFC from time to time, shall be complied scrupulously by the Lessee. Similarly the Sub Lessee(s), in case the Lessee sub let the space as a whole or in parts to others, shall also be bound and responsible for the due compliance of the said Terms and Conditions and directions. The breach, violation or non observance by such Sub Lessee(s) of any of such terms and conditions of the lease of the space and directions of KTDFC, shall also lead to the termination of lease and taking back of vacant possession of the leased space by KTDFC from the Lessee without payment of any compensation or costs to anybody. As such, it is the absolute responsibility of the Lessee to supervise, control and ensure that all activities and businesses of the Sub Lessee(s), if any, of the space are strictly confined to and in compliance of the terms and conditions of lease of the space detailed in this Tender and to be mutually agreed upon as well as in the Lease Agreement to be executed with the Lessee and such other directions that may be issued by KTDFC from time to time. The Sublease agreements between Lessee and Sub Lessee(s), if any, shall always be strictly in compliance with the terms and conditions lease of the space by KTDFC to the Lessee as detailed in this Tender and to be mutually agreed upon as well as in the Lease Agreement to be executed with the Lessee and such other directions that may be issued by KTDFC from time to time. It shall be the absolute responsibility of lessee to ensure the same. If any

dispute occurs, the provisions of the Lease agreement to be executed between KTDFC and the Lessee shall always prevail over the Sub Lease Agreements.

**44.**The Lessee shall at its/ his/ her own cost and expense, insure and keep insured in the joint names of Lessee and KTDFC the project building in which the allotted space is situated (including the Lifts, Escalators, electrical equipments,etc.) at all times against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake, risks, short circuits and other acts of God and for such other risks for its full market value from time to time during the whole period of lease. The Lessee shall deliver copies of such insurance policies, cover notes, premium receipts, etc. to KTDFC. If the Lessee fail to effect such insurance, KTDFC will be at liberty, but not obliged, to insure the said Project Building to cover the above mentioned risks and recover the premium and other charges from the Lessee. KTDFC shall have the absolute right to receive all the money payable under any such policy or under any claim made thereunder from the Insurance Company and to give a valid receipt thereof and the balance of such received amount, if any, after adjusting the value of loss caused to KTDFC, will be paid to the Lessee. KTDFC is entitled to adjust, settle, compromise or refer to arbitration any dispute between the Insurance Company and the insured arising from or under or in connection with any such policy or policies of insurance and such adjustment, settlement, compromise or any award made on such reference to arbitration shall be valid and binding on the Lessee. Lessee shall not be entitled to raise any question that a larger sum might or ought to have been received or due or to dispute its/ his/ her liability.

**45.**Lessee shall be fully responsible for the life and security of persons including the public in the allotted space. The Lessee shall be responsible for the payment of compensation for any accidents, if any, that may occur in the Leased Space. 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 Lessee or Sub Lessee(s), if any, for any matters arising out of or in the course of

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employment under Lessee or Sub Lessee(s), the same shall be paid by the Lessee or Sub Lessee(s), as the case may be. 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 will be recovered by KTDFC from the Lessee.

**46.**The prospective tenderers can visit the project building during office hours after obtaining permission from the site office of KTDFC, if they desires so.

**47.**In the event of any date(s) specified for receipt of tenders and 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.

**48.**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.

**49.**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.

**N.B.:** *If any tenderer intends to take the operation of ancillary facilities also in the building (such as Pay & Use Toilet Facilities, Parking Facility and for utilising the advertisement possibilities like Hoardings, CCTV, Electronic Display Board, etc. at such places outside the areas earmarked for the operation of KSRTC), he/she/ it can submit the offers for the same also along with the financial bid. Offers exclusively for ancillary facilities alone will not be entertained.*

**Signature:**

Date :

**Name of the Tenderer:**

**DECLARATION**

I/ We hereby solemnly declare that all the information given by me/ us in this tender form are true and correct. I/ We have read and understood the terms and conditions for the allotment of the Space in the KSRTC Bus Terminal Complex at Kozhikode. In the event of acceptance of this tender, I/ we agree to observe and be bound by the terms and conditions mentioned in this Tender Document Set and attached documents which is subject to such modifications from time to time as deemed necessary by KTDFC and the same shall always be construed as agreed to be accepted and complied by me/ us. I/ We also agree that my/ our offer/ bid in the tender process will remain firm and valid till 6 months. I/ We enclose a signed copy of the Terms and Conditions as a token of having seen and accepted the same.

Place :

**Signature :**

Date :

**Name of the Tenderer :**

Allotment of Commercial Space in KSRTC Bus Terminal Complex at Kozhikode (As a single unit)

**TENDER FORM FOR FINANCIAL BID**

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

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

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

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

**3. Financial Package offered** :  
(Rent and/or lump payment(s) and/or interest free security deposit/ period & percentage of  
enhancement of rent, etc.)  
.....  
.....  
.....  
.....

*N.B.- Separate sheets can be attached if necessary*

*Tender Document Set - KSRTC Bus Terminal Complex, **Kozhikode***

**4. Rent holiday, if any, claimed :**

.....  
.....  
.....  
.....

*N.B:- Separate sheets can be attached if necessary*

**5. Optional**

Offer for Ancillary Facilities, if desired to be claimed by the applicant:

.....  
.....  
.....  
.....

*(The details of the amounts offered for the Operation and Maintenance of ancillary facilities, like parking, advertising etc. details of the ancillary facilities to be intended to taken, shall be specified in detail. Use separate sheets if necessary)*

**6. Details of Application fee**

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

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

**7. Details of EMD remitted**

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

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

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

.....

**N.B:** *Please read the tender documents carefully before filling the financial bid, for understanding the full details and the terms and conditions of the tender.*

Date : .....

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