

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

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

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

### **TENDER SCHEDULE**

Last Date and Time for the submission of Tender	on or before 03.00 pm on 15-10-2015
Opening of Tender	at 11:00 am on 21-10-2015
Application Fee + VAT for individual units	2,000 + 100 = ₹. 2,100/-
Earnest Money Deposit for individual units	At the rates mentioned in the tender documents
Application Fee + VAT for lease as single unit	10,000 + 500 = ₹. 10,500/-
Earnest Money Deposit for lease as single unit	₹. 3,00,000/-

Sd/-

**Principal Project Consultant**

Kerala Transport Development Finance Corporation Ltd.

Date: **18-09-2015**

Place: **Thiruvananthapuram**

### **Tender for Allotment of Commercial Space in KSRTC Bus Terminal Complex at Thiruvananthapuram (Thampanoor).**

Sealed competitive tenders are invited by Kerala Transport Development Finance Corporation Ltd (KTDFC) for the allotment of the unallocated spaces suitable for shops, offices, super markets, food courts, IT business, etc. in the Hi-tech KSRTC Bus Terminal Complex at Thiruvananthapuram (Thampanoor) either unallotted space as single unit or as separate individual units specified in the Floor Plan Sketch (Annexure - II) on

lease as per the terms and conditions mentioned herein. The tender document set can be obtained from the Head Office of KTDFC or the same can be downloaded from the following website: **[www.ktdfc.com](http://www.ktdfc.com)**

Applicant shall pay the specified application fee (as specified in the tender schedule) by way of DD drawn in favour of the **Managing Director, Kerala Transport Development Finance Corporation Ltd.**, payable at Thiruvananthapuram. Application fee will not be returned/ refunded in any circumstances whatsoever. The Earnest Money Deposit (EMD) to be remitted for individual spaces specified in the floor plan sketch are at the following rates for participating in the tender:

Extent of space required (in sq.ft)	EMD amount to be remitted
Rentable space with an area up to 500 sq.ft.	<b>₹. 25,000/-</b>
501- 2,500 sq.ft.	<b>₹. 50,000/-</b>
2,501 sq.ft. and above	<b>₹. 1,00,000/-</b>

For applying for allotment of the entire commercial space in the floor plan sketch as a single unit, the EMD to be remitted is **₹. 3 lakhs** as mentioned in the tender schedule.

EMD can be remitted by way of 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 remaining unallocated commercial spaces of the project (specified in the Rentable Area Details & Floor Plan sketch appended with this tender document as Annexure-I & II) will be allotted on lease through the Tender procedure either as a single unit or separate individual units. The space specified in the 'Floor Plan Sketch' & 'Rentable Area Details' will be allotted to the tenderer who offers the best financial package (Rent, Security Deposit, etc.) in the tender form for financial bid in the tender to the satisfaction of KTDFC. (Preference will be given to those tenderers who quote for the whole space as single unit). The space will be initially allotted on lease for a period of One year. If the allottee abides by the terms and conditions specified in this

tender and the Lease Agreement and remits the agreed amounts punctually in time, they may, subject to the decision of KTDFC, be permitted to renew the Lease Agreement yearly, subject to a maximum period of **15 years** as per Terms and Conditions of this tender, at the sole discretion of KTDFC.

The expenses to be incurred for the due execution of the Agreement of Lease, detailing the terms and conditions of 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 tenderer shall record the amounts that it/ he/ she offers as monthly rent and/ or/ lump sum payment and/ or interest free security deposit, etc (Financial Package) in the tender form for financial bid. The rent holiday, if any, is desired to be claimed by the tenderer, the same shall also be specified in the tender. Similarly the period and percentage of enhancement of rent, if desired to be offered in the tender, can also be specified in the financial bid. If it is found that there occurs inconsistency in the amounts quoted in figures and words, reliance will be given to the amount quoted in words.

The tenderer shall specify in the tender whether he/ she quoted for the whole space as a single unit or for individual spaces mentioned in the Floor Plan Sketch. In the case of the individual spaces, space code shall also be specified (space codes are provided in the Annexure-I, Rentable Area Details). Separate tenders are to be submitted for each individual space. Evaluation will be based on the maximum financial return to KTDFC. (Preference will be given to those tenderers who quote for the whole space as single unit). 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.

There shall be subleasing facility in case of allotment of the whole space as a single unit. However this facility will not be available in the case of allotment of the space as separate individual units.

## **THE METHOD FOR SUBMISSION OF TENDERS:**

- Applicant can obtain the tender documents from the Head Office of KTDFC or the same can be downloaded from the website **www.ktdfc.com**
- Fill and sign each pages of the Tender Documents.
- The tenderer can record its/ his/ her offer in the '*Tender Form for Financial Bid*'. Overwriting of amount should be avoided. Tenderer must initial any cutting/ rewriting/ overwriting of amounts.
- Put the original DDs, for the Application fee & EMD drawn separately, 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 & Envelope-2) shall then be put in a sealed Master Envelope and superscribe "**Tender for ..... space at Thiruvananthapuram (Thampanoor) KSRTC Bus Terminal Complex**". [Kindly note that if the tenderer quotes for an individual space, the Code number for the space quoted shall be specified in the superscription in the blank space provided. For example, if the applicant intends to quote for **G-4** space, the superscription on the Master envelope shall be as '*Tender for G-4 space at Thiruvananthapuram (Thampanoor) KSRTC Bus Terminal Complex*'. Similarly if the quote is for the whole space as a single unit, it has to be specified as "**Tender for whole space at Thiruvananthapuram (Thampanoor) KSRTC Bus Terminal Complex**".]
- The above mentioned Sealed Master Envelope shall be addressed to "**The Principal Project Consultant, Kerala Transport Development Finance Corporation Ltd (KTDFC), 6<sup>th</sup> Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram – 695 014, Ph: 0471-2326883**", and the same shall reach at the above address , either by hand or by post/ courier, on or before **3.00 pm on 15-10-2015**.
- Any Tender received after due date & time shall not be entertained under any circumstances. KTDFC will not be responsible for any delay or misplacement of documents sent by post/ courier.

**OPENING OF TENDERS:**

Opening of tenders will commence at **11:00 am** on **21-10-2015** 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]. In the first phase, Envelope-1 will be taken out by opening the Master Envelope and it will be verified to ensure whether the applicant has furnished requisite EMD, Application fees and Identification proof. There after the Financial Bid will be opened. Evaluation will be based on the maximum financial return to KTDFC (preference will be given to the tenders, if any, who quote for the whole space as a single unit). The space will be so allotted to the best offer, if the same be found satisfactory and acceptable to KTDFC on evaluation. KTDFC reserves to itself the absolute right to cancel any tender if the offer(s) are not satisfactory on evaluation.

A person intending to tender for more than one space shall submit separate tenders for each space.

MD, 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.

Date: **18-09-2015**  
Place: **Thiruvananthapuram**

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 applicant is found to be incorrect/ false, at any stage, Tender of such party/ Agreement with such party will be rejected/ terminated at the absolute discretion of KTDFC.
3. Acceptance or non-acceptance of any tender shall rest with Managing Director, KTDFC at his/ her discretion.
4. KTDFC reserves to itself the right to reject any or all the Tenders without assigning any reason thereof and/ or to call for any other details or information from any of the tenderers. The decision of the Managing Director, KTDFC shall be final and binding on the tenderers.
5. Non-compliance with any of the conditions given in the tender document set may result in the rejection of Tender. The decision taken by KTDFC, at its absolute discretion, in this regard shall be absolute and binding.
6. Managing Director, KTDFC shall have the right to postpone/ extend the date(s) and time of submission/ opening of Tenders.
7. On acceptance of an offer, KTDFC will send a letter of provisional allotment of space(s) to the successful tenderer(s), in accordance with the terms of the accepted offer.
8. EMD and Application Fee shall be paid by separate Demand Drafts drawn in favour of the Managing Director, Kerala Transport Development Finance Corporation Ltd, Thiruvananthapuram, payable at Thiruvananthapuram.
9. The final allotment letter will be issued only after the compliance of the conditions of the accepted offer, if any, with respect to the payment of Security deposit/ advance lump sum payment, etc. If the selected tenderer withdraws from the offer, its/ his/ her EMD shall be forfeited.

- 10.** The successful tenderer shall then execute an Agreement of lease (Lease Deed) incorporating all the terms and conditions, within 20 days of the final allotment 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 and the space will be reallocated otherwise. The space will be handed over to the Allottee on execution of the agreement of lease.
- 11.** Only those who have remitted the EMD and application fee will be allowed to participate in the tender. The EMD of unsuccessful tenderers will be returned to the tenderers in the address given in the application form. KTDFC will not be responsible for any loss of the DD/ Cheque due to incorrect address. Any subsequent change in address of the tenderer shall be intimated by Registered Post. The EMD of the second and third highest offered tenderers will be returned only after the execution of lease 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 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 the company. If not satisfactory, the tender(s) will be rejected by the company.
- 13.** The lease period shall be initially for a period of One year. If the Lessee abides by the terms and conditions specified in this tender and the mutually agreed conditions and the Lease Agreement and remits the agreed amount promptly, they may, subject to the decision of KTDFC, be permitted to renew the Lease Agreement yearly, subject to a maximum period of **15 years**, at the sole discretion of KTDFC. If the lessee is willing to extend the lease period as above, but where it has been decided by KTDFC not to extend/ renew the lease, the Lessee shall give vacant possession of the space immediately on expiry of the lease period in the same condition as it was handed over to him/ her, without challenging or disputing the decision of KTDFC. Similarly, after the completion of the said maximum period of 15 years, if

allowed by KTDFC to be continued till the completion of that period in the manner mentioned above, any further renewal shall be at the absolute discretion of KTDFC even if the lessee abides by the terms and conditions specified in the tender and Lease Agreements and remit the agreed amounts promptly. Lessee cannot raise any right or claim in this regard. If it has been decided by KTDFC not to extend/ renew the lease thereafter, the Lessee shall give vacant possession of the space immediately on expiry of the lease period in the same condition as it was handed over to it/ him/ her. It/ He/ She shall not challenge or dispute the decision of KTDFC. Where it is decided to extend/ renew a lease, a fresh Agreement with the same conditions or with such other conditions as may be fixed by KTDFC from time to time shall be executed within the time specified and the period, rent, etc. of such renewal shall be as per the decision of KTDFC at its absolute discretion and right. Similarly the decision regarding the extension/ renewal of lease shall be at the sole discretion of KTDFC with such terms & conditions as may be decided from time to time.

**14.10% of the monthly rent or such amounts as may be mutually agreed will be charged from the lessees as the Common Area Expenses** and added to the bill for payment, every month. In addition to the monthly rent and Common Area Expenses, the lessees are also liable to pay the required Service Tax/ other taxes as are applicable from time to time, whether or not the responsibility for the payment of the same is bestowed upon the Lessor or Lessee.

**15.**If a Lessee retreats from the contract before the expiry of the tenure of the lease period, the lessee will be responsible for the financial loss to be incurred by KTDFC, till the subsequent allotment of the space and the loss shall be recovered from any amounts due to the lessee or if insufficient or absent, then by legal means including actions as per the provisions of the Kerala Revenue Recovery Act.

**16.**Lessee shall use the space only for the purpose of conducting the business for which it is applied for and allotted (in case of individual separate spaces). Change of the business other than the purpose for which the space was allotted, without prior



permission of KTDFC, will result in the termination of the lease, at the absolute discretion of KTDFC.

- 17.**No business prohibited by the Government or detrimental to the interest of KTDFC or KSRTC will be allowed in the spaces under any circumstance. The Lessee 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 lease, 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.**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 its/ his/ her 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 it/ him/ her. The sub lessees if any (in the case of allotment of whole space as single unit), shall be evicted by the lessee at its/ his/ her own expense and responsibility on the expiry/ termination of the lease.
- 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 its/ his/ her own cost as per requirements and without causing any damage/ alteration to the structure. Walls separating the individual spaces will be done by KTDFC by brick/ solid concrete block masonry of approximately 12 cm thickness, both sides plastered with cement mortar (in the case of allotment of space as individual separate units).
- 20.**Lessee shall bear, pay and discharge all existing and future taxes, charges, assessment and out goings payable in respect of the allotted space including electricity, telephone, water charges, taxes, common area expenses, etc. from the date of allotment till the date of handing over of vacant possession of the space,

back to KTDFC.

- 21.**The Lessee shall at its/ his/ her risk, cost and expenses make its/ his/ her own arrangements for taking water connection, electricity, etc. exclusively for the business, subject to feasibility, from the Authority concerned. Prior permission of KTDFC shall be obtained for this and the layout of pipelines, water tank, if any, etc shall be done according to the advice and approval of the Authority and KTDFC.
- 22.**In the case of allotment of space as individual separate units, the Lessee shall not sublet or handover the possession of the space allotted to it/ him/ her to anybody under any circumstances. If the Lessee acts contrary to this, the lease agreement will be canceled without any notice and the financial loss till the subsequent allotment will be recovered from the lessee by taking recourse to the procedure earlier mentioned. However, in the case of allotment of the whole remaining space as a single unit, the lessee can sublet the possession of the space allotted, if it/ he/ she desires to do so, either in whole or in parts, to others with such rents and deposits as may be 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 case 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 to be incurred by KTDFC and the same will be recovered from him by taking recourse to the procedure earlier mentioned. Other than the using of

the leased space for the permitted purpose, the lessee or the sub lessee shall not have any other right over the leased space. The lessees or the sub lessees 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. The lessee shall handover the vacant possession of the leased space on completion of the lease period/ termination of lease after evicting the sub lessees, if any.

**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, Labour Departments, 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 allotted 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 leased space/ premises, petrol or any other goods of combustible, hazardous or explosive nature or goods/ items not permitted under law. The lessee shall also remit the share of recurring expenditure of operation and maintenance charges as per the bills to be issued, if the common area expense to be charged is not sufficient to cover the said expenses.

**25.**The lessee shall pay interest @ 18% per annum on the belated payments of amounts offered in the financial package (in financial bid)/ mutually agreed between KTDFC and lessee..

- 26.**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 the same is bestowed upon the lessor or lessee.
- 27.**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.
- 28.**The Lessee 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 lessee if the same are found to be done due to the acts or omission of the lessee or his employees, personnel's, etc. They shall not use prohibited items and shall always try to have Eco-friendly measures adopted for the upkeep of the space and premises.
- 29.**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, if required. KTDFC will not in any way be responsible, in case the Local Authority/ Government Agencies do not permit the Lessee to carry out their business/ function in the space allotted.
- 30.**In case any additional facilities are required for running the intended business in the allotted space, the same can be provided by the Lessee without encroaching upon any space or area allotted to/ earmarked for other persons or earmarked for specific purposes, after getting statutory or other approvals as required, at its/ his/ her own risk and cost, subject to the prior written consent of KTDFC.
- 31.**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).

- 32.**The name, advertisement, etc. of the shop/ office shall be displayed only in the space provided by KTDFC for this purpose at specific locations.
- 33.**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.
- 34.**Notwithstanding any thing, 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 space, if anything is done by the Lessee contrary to the conditions mentioned herein. In such cases, if the Lessee fails to handover the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Lessee (and sub lessee(s), if any, in the case of allotment of space as a single unit). Any loss, expense, damage, etc. if any caused in this regard or on account of the actions, inactions, breach, negligence, violations, etc. of the terms and conditions by the lessee or sub lessee, as the case may be, will be recovered from the amounts due to 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 if any loss, expense, damage, etc. is caused to KTDFC, on account of the actions, inaction, breach, negligence, violations, etc. of the lessee, sub lessee(s) (in applicable cases) or its/ his/ her/ other employees, representatives, etc., as the case may be, of the terms and conditions of the Lease mentioned in this tender, Lease 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 Lessee (in addition to the termination of Lease) in the manner mentioned. 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.

- 35.**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, commits 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 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 lessee by taking recourse to the procedure earlier mentioned. The Lessee 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 lessee/ sub lessee in accordance with the terms of Lease and such amounts shall also be recovered from the lessee by taking recourse to the procedure earlier mentioned.
- 36.**A person intending to tender for more than one space (in case of applying for individual units), shall submit separate tenders for each space. In applicable cases, Lessees who take two or more spaces by separate tenders can make use of the area in between the spaces/ adjacent to such spaces, including passages, corridors, lobbies, etc. currently shown as common area in Floor Area Plan, exclusively for their use, if agreed in writing by KTDFC, provided that they shall pay rent for the above areas also. The decision of KTDFC shall be final in this regard.
- 37.**In applicable cases, the Lessee shall give necessary provisions from the rentable area allotted to them for arranging provisions in accordance with the necessary/ obligatory/ statutory Fire and Safety Standards.
- 38.**KTDFC will provide 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.
- 39.**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.

**40.**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 operations. 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 space so allotted.

**41.**KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal Complex at Thiruvananthapuram (Thampanoor) 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 by way of lease of commercial space 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 him/ her/ it 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.

**42.** 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 lessees if any, for any matters arising out of or in the course of employment under Lessee, or sub lessees, the same shall be paid by the Lessee or sub lessees. 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 Lessee.

**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 (in the case of allotment of the whole space as single unit to the lessee), 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 of 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. [Notwithstanding any thing if any to the contrary contained in any other clauses, the sub leasing of the space mentioned in this tender is permissible only in the case of allotment of the whole space as a single unit by KTDFC to the lessee. The term 'sub lessee' used in this tender are applicable and valid only in such a circumstance. If the space has been allotted as individual units (separate unit/ segment wise), neither the sub lease nor the sub lessees are applicable or permissible under this tender]

- 44.**The prospective tenderers can visit the project during office hours after obtaining permission from the site office of KTDFC, if they desires so.
- 45.**If any variation is found in the measurement of the space to be allotted, on subsequent physical verification after tender, the agreed monthly rent will be revised proportionately.
- 46.**In the event of any date(s) specified for receipt 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.
- 47.**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.
- 48.**The term 'KTDFC' shall also include its authorised officers, representatives, administrators, successors, assigns and transferees of the project and KSRTC, if the circumstances so require.
- 49.**A brief description on how to submit the tender is given in Malayalam as

Annexure-III for the limited purpose of giving a general idea to the applicants. However the same is neither conclusive nor be presumed as a part of this tender. In case of any ambiguity or contradiction, the terms and conditions mentioned in English shall prevail.

**50.**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:

**Signature:**

Date :

**Name of the Tenderer:**

## **DECLARATION**

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

Place:

**Signature:**

Date :

**Name of the Tenderer:**

***NB:** The applicant shall fill the tender form only after clearly understanding the details of the spaces that KTDFC intends to rent out as a single unit/ separate individual units. The locations of rentable spaces, Code Numbers, Area are given in Annexure-I & Annexure-II (Rentable Area Details & Floor Plan Sketch).*

Allotment of Commercial Space in KSRTC Bus Terminal Complex at Thiruvananthapuram (Thampanoor)

**TENDER FORM FOR FINANCIAL BID**

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

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

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

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

3.

i. Whether the whole space is required as Single unit :  Yes  No

(if No)

ii. (a). Code No. and floor of the space required: \*

.....

(b). Purpose for which the space is required:

.....

4. **Financial Package offered :**

(Rent and/ or lump sum payment(s) and/ or interest free security deposit/ period and percentage of enhancement of rent, etc.)

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

*NB : Separate sheets can be attached if necessary.*

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

.....  
.....

*NB : Separate sheets can be attached 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 : .....**

.....

Date : .....

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

*\* In the case of tender for separate individual unit, please see the 'Rentable Area Details' in Annexure-I and 'Floor Plan Sketch' in Annexure-II to find out the Code No., Floor and area of the space required. Tenders can be submitted only for those units of spaces specified in the above Annexures.*

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