

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 (6th Floor), Vazhuthacaud, Thiruvananthapuram

Telephone: 0471-2327881,2326883, Fax 0471-2326884, e-mail: tenders@ktdf(.com, web: www.ktdfc.com

AUCTION- CUM TENDER NOTICE

Tender Document (Pages 01 to 17 to be signed and submitted by the tenderer)

Tender No:KTDFC/BOTP/TMPNR/ACT/395/2024 dtd 04.02.2025

TENDER SCHEDULE

Last Date and Time for the submission of Tender	on or before 3 pm on 17/02/2025
Commencement of Auction cum Tender Process	at 11.30 am on 20/02/2025
Application Fee + GST	Rs.2360/-
Earnest Money Deposit (EMD)	At the rates mentioned in the tender

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, food courts, IT business, etc. in the Hi-tech KSRTC Bus Terminal Complex at Thiruvananthapuram (Thampanoor) 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

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 a Tender cum Auction procedure. Each space specified in the 'Floor Plan Sketch' & 'Rentable Area Details' will be allotted to the tenderer who offers the highest amount as monthly rent for the quoted space, subject to the rock bottom rent rate mentioned in the Annexure-I 'Rentable Area Details', in the tender/ auction process to the satisfaction of KTDFC. The successful tenderer shall also remit the Security Deposit amount, at the rates mentioned in the Annexure-I (Rentable Area Details), for the allotment of the space. 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 monthly rent 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 and further subject to the enhancement of rent as per the 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 monthly rent and other charges punctually in time (in addition to the interest free security deposit to be remitted.)

HOW TO PARTICIPATE IN THE TENDER CUM AUCTION:

The rock bottom monthly rent rates of spaces in each floor for this tender upon which the offers in the tender cum auction can be started for each space are detailed in Annexure-I (Rentable Area Details) of this Tender Document Set. The tenderer shall record the amount that it/he/she offers as monthly rent in **clause 4** of '**Tender Form for Financial Bid**'. If it is found that there occurs inconsistency in the amount quoted in figures and words, reliance will be given to the amount quoted in words. Every tenderer, on submission of the duly, completed tender with EMD & Application fee, becomes eligible for participating in both tender and auction processes. However, if the tenderer intends to participate in the auction process alone, then also it/he/she has to submit the tender documents along with all other relevant documents but without specifying any amount in the Tender Form in Financial Bid as monthly rent. It/he/she can raise its/ his/ her offer in the auction process. Similarly the tenderer, if intends, can participate in the tender process alone. In any case, the Spaces will be allotted to those tenderers who offer the maximum amount as monthly rent, for each, space, at or above the rock

bottom rates mentioned above, either in the tender or in the auction to the satisfaction of KTDFC. The amount quoted as monthly rent shall be at or above the rock bottom rent rates specified in the Annexure-I (Rentable Area Details) for the space quoted (If the highest amount of monthly rent offered for a particular space in the tender cum auction process is below the specified rock bottom rent rate, KTDFC shall have the right to cancel the tender process for the said space). In addition to the offered rent and other applicable charges, the successful tenderer shall also remit the security deposit amount, applicable at such rates as mentioned in Annexure-I (Rentable Area Details), in the manner mentioned herein. Similarly, offered month rent shall be enhanced on completion of every three years as elaborately mentioned in 26 of the 'Terms and conditions of Tender'':

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.
- Applicant shall specifically mention the Code No. of the space that it/ he/ she wants to avail on lease, in *clause 3 of Tender Form for Financial Bid*. Code numbers are given in the Rentable Area Details appended with this tender document as Annexure-I,
- The tenderer shall record the amount that it/he/she offers as-monthly rent in clause 4 of '*Tender Form for Financial Bid*'. Overwriting of amount should be avoided. Tenderer must initial any cutting/ rewriting/ overwriting of amounts.
- Put the copies of receipts , for the Application , & 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 (Envelop 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 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 X1-X2 space, the superscription on the Master envelope shall be as '*Tender for X1-X2 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), 6th Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695014, Ph: 0471-2326883", and the same shall reach at the above address, either by hand or by post/ courier, on or before **3 pm on 17/02/2025**.

- Any Tender received after due date & time shall not be entertained under any circumstances. KIDFC will not be responsible for any delay or misplacement of documents sent by post/ courier.

AUCTION AND OPENING OF TENDERS:

The Auction cum Tender process will commence at **11.30. am on 20/02/2025** at the Registered Office of KTDFC (Trans Towers Vazhuthacaud, Thiruvananthapuram), in the presence of those tenderers or their authorised representatives whoever are present [In the case of a representative, a proper authorization letter of the tenderer shall be produced by the representative along with the ID proof of the representative with a self attested copy thereof]. In the first phase, Envelope-I 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 Upon ensuring the same, the Applicants will be permitted to participate in the 'Auction Process'. The applicant can, if it/he/ she wishes to do so, raise orally its/ his/ her maximum offer of monthly rent in the auction process. If necessary, the auction will continue on the subsequent working days till the auction of all the valid tenders received are completed. After completing the auction process of each space, the Envelope-2 of the applicants will be opened and the amount offered as Monthly rent in clause 4 of 'Tender Form for Financial Bid' will be noted down. Thereafter, the amounts offered as Monthly rent in the auction process and in the tender forms will be examined and the Space will be allotted by KTDFC to the party who offered the maximum amount as Monthly rent (at or above the rock bottom monthly rent rate), subject to the condition that the amount offered shall be satisfiable to KTDFC .

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 and auction. The decision of the Managing Director, KTDFC on all matters arising out of this tender shall be final, conclusive and legally binding on all parties concerned.

Date: **04.02.2025**
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. 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 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.
3. 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.
4. Acceptance or non-acceptance of any tender shall rest with Managing Director, KTDFC at his/ her discretion.
5. 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.
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 submission/ opening of Tenders.
8. On acceptance of an offer, KTDFC will send a Letter of Provisional Allotment of space to the successful tenderer. Subsequently the interest free Security Deposit @ 18 times of the offered monthly rent shall be remitted by the party within 30 days of the receipt of Letter of Provisional Allotment.
9. EMD and Application Fee shall be paid by RTGS/NEFT/Account transfer to the KTDFC'S Bank Account No. 67225827664, SBI, PUTHENCHANTHAI, IFS Code:SBIN0070026 Kerala Transport Development Finance Corporation Ltd, Thiruvananthapuram,.
10. The Final Allotment Letter will be issued 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, its/his/her EMD shall be forfeited.

11. The Final Allotment Letter will be issued to the successful tenderer on remittance of the entire Interest Free Security Deposit amount. 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 its/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 25% of the Interest Free Security Deposit and the space will be reallocated otherwise. The space will be handed over to the Allottee only on execution of the agreement of lease. The agreed monthly rent shall become payable with effect from the date of execution of Agreement .
12. Only those who have remitted the EMD and application fee will be allowed to participate in the auction cum tender. The EMD of unsuccessful tenderers will be returned to the tenderers bank account. KTDFC will not be responsible for any loss of the document 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 either refunded or adjusted against the Interest Free Security Deposit to be remitted in respect of the space allotted for which EMD is remitted.
13. The allotment of each space will be made by KTDFC on the basis of the highest Monthly Rent at or above the rock bottom rent rates prefixed for the corresponding space (as specified in the Annexure-I 'Rentable Area Details') subject to the satisfaction of KTDFC.
14. 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 Lease Agreement to be executed and remits the agreed monthly rent 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, subject to the enhancement of rent by 15% on completion of every three years of lease. 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 it/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.

15. **Ten percentage (10%) of the monthly rent or such higher amounts as may be actually incurred, will also be charged from the lessees as the Common Facility Expenses** and added to the bill for payment, in every month. In addition to the monthly rent and Common facility Expenses, the lessees are also liable to pay the required GST/ 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.
16. The entire Interest Free Security Deposit remitted by the Lessee shall remain with KTDFC till the expiry of the lease period or its earlier termination, as the case may be, and thereafter the Interest Free Security Deposit shall be refunded to the Lessee, within three months, without any interest, after deducting any amount that may be due to KTDFC or to other institutions or parties not paid by the Lessee in relation with the allotted space. Similarly if a Lessee retreats from the contract before the expiry of the tenure of the lease period, 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 lease period, whichever comes earlier, subject to the deductions, if any. 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 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 lessee or if insufficient or absent, then by legal means including actions as per the provisions of the Kerala Revenue Recovery Act.
17. Lessee shall use the space only for the purpose of conducting the business for which it is applied for and allotted . 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.

18. 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.
19. 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.
20. It is to be specifically noted that the space is allotted on “as is where is and whatever there is basis” 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.
21. Lessee shall also 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 facility expenses, etc. from the date of allotment till the date of handing over of vacant possession of the space, back to KTDFC.
22. 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.
23. 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 cancelled 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. Lessee shall always be bound and responsible to KTDFC and others for all and every actions 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. In case of breach or violation by the Lessee 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 it/him/her by taking recourse to the procedure mentioned herein. Other than the using of the leased space for the permitted purpose, the lessee shall not have any other right over the leased space. The lessee 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 to the Lessor.

24. The Lessee 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 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.
25. 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 facility expense to be charged is not sufficient to cover the said expenses.
26. The agreed monthly rent shall become payable with effect from the date of execution of Agreement. The Lessee shall remit the monthly lease rent in advance on or before the 15th day of every month along with such other amounts billed and notified by KTDFC. The Lessee shall pay interest at the rate of **12% per annum** on the belated payment of lease rent and all other amounts due to KTDFC.
27. The offered monthly rent rate for the space is applicable for the period of first three years of lease, if renewed. The extension/ renewal of lease period, if allowed, shall be for a period of

one year or such period as may be determined by KTDFC. If the lease period is renewed from time to time in the manner mentioned herein exceeding a total period of 3 years, on completion of every such 3 years of lease period, the lease rent shall be increased by 15%. The Lessee shall bound to pay such enhanced rent on completion of every 3 years without any demur or protest. Over and above the above mentioned amounts, the lessee is also liable to bear the amounts required as GST/ 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.

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 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, personnels, 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.
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, 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.
31. 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.
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 space provided by KTDFC for this purpose at specific locations.

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. The lessee shall also comply with the terms and conditions included in the lease agreement.
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 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 . 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, 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 or its/his/her 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 above 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.
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 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 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.

37. The rock bottom monthly rent rate of spaces in each floor are detailed in the Annexure-I 'Rentable Area Details'. If the amount of the monthly rent offered in the e-Tender process for a space is not found satisfactory on evaluation, KTDFC has the absolute right to cancel the tender process of that space.
38. A person intending to tender for more than one space shall submit separate offers in the manner specified in the Tender process for each space designated in the Annexure - II 'Floor Plan Sketch'. In applicable cases, Lessees who take two or more spaces by separate offers 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 Plan Sketch, 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.
39. 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.
40. KTDFC will provide facility for obtaining water, electric connections, etc. for the space allotted. It will be the responsibility of the Lessee to obtain connections, observing the required formalities and to pay the required charges.
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 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.
43. KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal Complex at 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 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 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. 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 responsibility of the Lessee for the further payments of the agreed 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.

44. 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, for any matters arising out of or in the course of employment under Lessee, the same shall be paid by the Lessee. 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.
45. 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.
46. The prospective tenderers can visit the project during office hours after obtaining permission from the site office of KTDFC, if they desire so. Since this tender is invited on 'as is where is whatever there is basis', it shall be the duty of the prospective tenderers to verify and ascertain the conditions of the space beforehand for which they intend to submit tender
47. If any variation is found in the measurement of the space to be allotted, on subsequent physical verification after tender, the agreed monthly rent and security deposit amount will be revised proportionately.

48. 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.
49. 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.
50. 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.
51. 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 part of this tender. In case of any ambiguity or contradiction, the terms and conditions mentioned in English shall prevail.
52. 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.

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 cum auction process will remain firm and valid till the execution of Lease agreement with the successful tenderer for the quoted space through this tender. 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. The locations of rentable spaces, Code Numbers, Area as well as their rock bottom Monthly Rents are given in Annexure-I & Annexure-II (Rentable Area Details & Floor Plan Sketch). The applicants can quote only for those space units specified in the Annexure-I & Annexure-II Separate tenders shall be submitted for each space, if an applicant intends to quote for more than one space.*

TENDER FORM FOR FINANCIAL BID

Photo

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

2. **A. Permanent Address** :
.....
.....
.....
.....
.....

B. Address for Correspondence :
.....
.....
.....
.....

3.

- a. Code No. and Floor of the space required:*
- b. Purpose for which the space is required:

4. Monthly Rent: **

Amount offered as Monthly Rent: Rs..... (In figures)
Rupees

..... only (in words).

5. Details of Application Fee:

- c. Payment done through :
- d. Reference No:
- e. Date of Remittance:

6. Details of Application Fee:

- a. Payment done through:
- b. Reference No:.....
- c. Date of Remittance:

7. Permanent Account Number (PAN) of the Tenderer:

.....

Date:.....

Name and Signature of the Tenderer

**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.*

Please see 'Rentable Area Details' [Annexure-I] to find out the rock bottom monthly rent of the space quoted The monthly rent to be offered shall be at or above the said rock bottom monthly rent amount. The security deposit rate to be paid by the successful tenderer for the space is also specified in Annexure -I 'Rentable Area Details'. The offered monthly rent shall be subject to enhancement in accordance with the conditions regarding enhancement of rent mentioned In the tender documents. The successful tenderer shall remit the offered monthly rent and other applicable charges promptly every month, over and above the amount to be remitted as the Interest Free Security Deposit. The space will be allotted to that tenderer who offers the highest amount as monthly rent for the quoted space, either in tender or in the auction, to the satisfaction of KTDFC. Please read the tender document carefully for understanding the full details and terms and conditions of the tender.

Signature of Tenderer: