

*E-Tender Document Set - KSRTC Bus Terminal Complex, **Thiruvalla***

Kerala Transport Development Finance Corporation Ltd

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

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TENDER DOCUMENT

Notification No. KTDFC/BOTP/e-tender/SM/309/2019/TVLA, dated.09.01.2024



**E-Tender for allotment of Commercial spaces on lease in
KSRTC Bus Terminal cum Shopping Complex at Thiruvalla**

*[As separate small individual spaces unit/segment wise (as specified in the
Floor Plan Sketch attached)].*

INTRODUCTION

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

With a view to augment non-operational income of KSRTC, the Government of Kerala has entrusted KTDFC to construct Bus Terminal cum Shopping complexes at certain KSRTC Bus Station locations on BOT basis, including one at Thiruvalla. KTDFC accordingly constructed the new KSRTC Bus Terminal Cum Shopping Complex at Thiruvalla on BOT basis by utilizing its own funds. KTDFC is permitted to operate the project on BOT basis till the total project cost and its applicable interest is realized by the management of the commercial space by way of allotting the commercial space to the interested parties on lease. This tender is notified for allotting the remaining unallotted commercial space (i.e. the spaces other than those spaces which were already rented out) in the KSRTC Bus Terminal Cum Shopping Complex at Thiruvalla.

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e-TENDER NOTICE

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

Notification No. KTDFC/BOTP/e-tender/SM/309/2019/TVLA

dated: 09.01.2024

e-Tender SCHEDULE

Last Date and Time for the submission of e-Tender	on or before 05:00 pm on 23.01.2024
Opening of e-Tender	at 11:30 am on 25.01.2024
For lease as individual units (unit/ segment wise as specified in the Floor Plan Sketch attached)	
a) Application Fee + GST @ 18% (for one individual unit)	Rs 2,000 + Rs.360 = Rs. 2,360/- for each demarcated unit
Earnest Money Deposit for individual units (for each demarcated unit) (Space code number and area details of each demarcated unit space are detailed in the 'Rentable Area Details' and 'Floor Plan Sketch' attached)	
a) Rentable space with an area up to 500 sq.ft.	Rs. 25,000/- for each demarcated unit
b) 501 sq.ft. to 2,500 sq.ft	Rs. 50,000/- for each demarcated unit
c) above 2,500 sq.ft	Rs. 100,000/- for each demarcated unit

Place: **Thiruvananthapuram**

Date:09.01.2024

Sd/-

Principal Project Consultant

Kerala Transport Development Finance Corporation Ltd

E-Tender for Allotment of Commercial Space in KSRTC Bus Terminal Complex at Thiruvalla.

Competitive e-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, Multiplex etc. in the Hi-tech KSRTC Bus Terminal Complex at Thiruvalla as separate individual units specified in the Floor Plan Sketch (Annexure - II) on lease as per the terms and conditions mentioned herein. The 8th floor is designed with double height for the operation of multiplex. The tenders are to be submitted by e-tendering process through *online e-procurement system of the Government of Kerala* (website: <https://www.etenders.kerala.gov.in>).

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

General Conditions for e-Tender:

This tender is an e-Tender and is being published online for the Allotment of Commercial Space in KSRTC Bus Terminal Complex at Thiruvalla. The tender

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is invited in one cover system from the individuals, firms, etc. through e-procurement portal.

1. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on “www.cca.gov.in”. Once the DSC is obtained, bidders have to register on “www.etenders.kerala.gov.in” website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

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

2. Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on “www.etenders.kerala.gov.in”. However, Application fee and EMD shall be payable at the time of bid submission as stipulated in the Tender Schedule.
- ii. **Publishing of Corrigendum:** All corrigenda shall be published on “www.etenders.kerala.gov.in” and shall not be available elsewhere.

iii. Bid submission: Bidders have to submit their bids as required in this tender

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document on “www.etenders.kerala.gov.in”. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

- i. **Opening of Bids** : Bids will be opened on the date and time mentioned in the Tender Schedule.
- ii. **Financial Bid**: The Bidder shall complete the Financial bid as per format given for download along with this tender.

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

3. Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of Rs. 2,360/- and Earnest Money Deposit of Rs.25,000/- , Rs.50,000/- and Rs.1,00,000/- respectively on the basis of area of the space code. The EMD is required to protect the purchaser against risk of Bidder’s conduct, which would warrant the forfeiture of security.

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

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A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank

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15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

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

(a) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.

(b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 55 Banks to proceed with its Net Banking Facility, for remitting tender payments.

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

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

opening.

4. SUBMISSION PROCESS:

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

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

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

CRITERIA FOR ALLOTMENT OF SPACE:

The remaining unallocated commercial spaces of the project (specified and demarcated in the Rentable Area Details & Floor Plan sketch appended with this tender document as Annexure-I & II respectively) will be allotted on lease through e-Tender procedure as separate individual units. **Each space specified in the 'Floor Plan Sketch' & 'Rentable Area Details' will be allotted to that tenderer who offers 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') in the tender to the satisfaction of KTDFC, subject to the condition that the successful tenderer shall also remit interest free Security Deposit @ 18 times of**

the offered rent upfront and further subject to the enhancement of offered monthly rent @ 15% on completion of every three years of lease. Similarly common facility expenses, etc. as detailed in the terms & conditions of the tender, shall also be remitted by the Lessee. 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 e-Tender process is found as not satisfactory for any reason whatsoever, then also KTDFC shall have the right to cancel the tender process for the said space). In addition to the offered rent, the successful tenderer shall also remit the security deposit amount @ 18 times of the offered monthly rent. Similarly, offered monthly rent shall be enhanced @ 15% on completion of every three years. 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. In case of necessity of registration of the lease agreement, if any, the said expenses shall also be borne by the Lessee.

HOW TO PARTICIPATE IN THE e-TENDER :

The tenderer shall record the amounts that it/he/she offers as monthly rent in the e-Tender process. 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.

Separate offers are to be submitted for each individual space as per the online procedure specified in the e-Tender process. **Evaluation will be based on 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') to the satisfaction of KTDFC. The tenderer who has been declared as satisfactorily quoted the highest rent as above, shall then remit interest free Security Deposit @ 18 times of the amount offered as rent and thereafter the lease deed will be executed detailing the terms and conditions of the lease and the space will then be handed over. The Lessee shall then be liable to promptly remit the agreed monthly rent, subject to the enhancement of the agreed rent @ 15% on completion of every three years of lease. If the offers in all or any of the tenders received are found not satisfactory on evaluation, KTDFC reserves the right to cancel all or any tenders without assigning any reasons whatsoever.

THE METHOD FOR SUBMISSION OF e-TENDERS:

- Applicant can apply for the spaces at the Project by recording his/its/her offer of monthly rent through *online e-procurement system of the Government of Kerala (website: www.etenders.kerala.gov.in)*. The detailed procedure for participating in the e-Tender (e-submission of bids online) are mentioned above as well as in the *website: “www.etenders.kerala.gov.in”*.
- Applicant shall pay the specified application fee and EMD (as specified in the tender schedule) online as per the directions in the above *e-procurement portal*. Application fee will not be returned/ refunded in any circumstances whatsoever. The EMD will be applied in the manner mentioned herein after.
- The prospective tenderers are requested to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, **(on or before 05:00 pm (23.01.2024))** in order to avoid any delay or technical problem during the tender submission process. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever.
- The prospective tenderers are advised to read the tender documents as well as the

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general instructions in the above *e-procurement portal* carefully before applying online.

- For any technical assistance or clarifications, prospective tenderers can contact *Kerala State IT Mission, e-Government Procurement PMU & Helpdesk, Uppalam Road, Statue, Thiruvalla* **Tel:** 0471 - 2577088, 0471 - 2577188, 0471 - 2577388 (On all Government working days from 9:30 am to 5:30 pm) **E-Mail:** “*etendershelp@kerala.gov.in*”.

OPENING OF e-TENDERS:

Opening of e-tenders will commence at **11:30 am on 25.01.2024 at the Head office of KTDFC**, in the presence of those tenderers or their authorised representatives whoever are present [In the case of a representative, a proper authorization letter of the tenderer shall be produced by the representative along with the ID proof of the representative with a self attested copy thereof]. **Evaluation will be based on the highest offered Monthly Rent at or above the rock bottom rent rates prefixed for the corresponding space (as specified in the Annexure - I 'Rentable Area Details') to the satisfaction of KTDFC.** Each space will be so allotted to the best offer, if the same be found satisfactory and acceptable to KTDFC as above on evaluation. KTDFC reserves to itself the absolute right to cancel any tender if the offer(s) are not satisfactory on evaluation.

A person intending to tender for more than one individual space shall submit separate offers for each space in the manner as provided in the online e-Tender process.

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

Place: **Thiruvalla**
Date: 09.01.2024

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

FURTHER TERMS AND CONDITIONS OF e-TENDER FOR ALLOTMENT OF COMMERCIAL SPACES ON LEASE IN KSRTC BUS TERMINAL CUM SHOPPING COMPLEX AT Thiruvalla.

1. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever. Hence the prospective tenderers are requested to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, in order to avoid any delay or technical problem during the tender submission process.
2. 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 E-Tenders.
7. EMD and Application Fee shall be paid (the amounts are specified in the tender schedule) online as per the directions in the above *e-procurement*

portal. Application fee will not be returned/ refunded in any circumstances whatsoever. The EMD will be applied in the manner mentioned herein after.

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 30days of the receipt of Letter of Provisional Allotment.
9. 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.
10. 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 .
11. The EMD of unsuccessful tenderers will be returned to the accounts of the concerned tenderers online. 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.

- 12.** 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.
- 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 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.

- 14. 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, 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.
- 15.** 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.

- 16.** 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.
- 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.

- 19.** 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.
- 20.** 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.
- 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.** 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.

23. 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.

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 facility expense to be charged is not sufficient to cover the said expenses.

25. 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.

26. 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.

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, 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.
- 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 . 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.

- 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 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.
- 36.** 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.
- 37.** A person intending to tender for more than one space shall submit separate offers in the manner specified in the online e-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.

38. 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.
39. 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.
40. 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.
41. 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.
42. KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal Complex at Thiruvalla in the land owned by KSRTC, on BOT basis, on the basis of the orders issued by the Government of Kerala. As per the Government Orders, KTDFC shall operate the Project on BOT basis till the total project cost spent by KTDFC along with its applicable interest is realised fully from the Project and thereafter to hand over the Project to KSRTC. Hence, notwithstanding anything, if any, to the contrary contained in any other clauses, if it has been directed by the KSRTC, at the time of handing over of the Project to KSRTC on realisation of the entire project

cost and applicable interest or on handing over of the Project by KTDFC to KSRTC on making any alternate arrangements for the realisation of the entire project cost and applicable interest from KSRTC by any other means, in case the 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.

- 43.** 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

E-Tender Document Set - KSRTC Bus Terminal Complex, Thiruvalla

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.

44. 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.
45. The prospective tenderers can visit the project during office hours after obtaining permission from the site office of KTDFC, if they desires so. Since this tender is invited on 'as is where is 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.
46. 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.
47. 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.
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. 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.
50. 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

*E-Tender Document Set - KSRTC Bus Terminal Complex, **Thiruvalla***

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

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

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.

Place: **Thiruvananthapuram**
Date: 09.01.2024

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

DECLARATION

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

LIST OF DOCUMENTS TO BE UPLOADED.

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

Place: **Thiruvavthapuram**

Date: 09.01.2024

Sd/-

Principal Project Consultant

Kerala Transport Development Finance Corporation Ltd