



Kerala Maritime Board
(A Statutory Board of Govt. of Kerala)

Request For Proposal (RFP)
for
**Leasing out Beach Front Building and Premises
adjacent to Alappuzha Port Office**

HOKMB-TVM/05/1357-C3/2024-25

Dated 16-10-2024

DISCLAIMER

1. This RFP document is neither an agreement nor an offer by Kerala Maritime Board (KMB), Government of Kerala to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. KMB does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP document and it is not possible for KMB to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by KMB in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. KMB will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that KMB is bound to select an Applicant or to award work to the selected Applicant, as the case may be, for the project and KMB reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. KMB also reserves the right to withhold or withdraw the process at any stage with or without intimation to all who submitted proposals in response to this RFP.
4. The information contained is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KMB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. KMB reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of KMB.

DEFINITIONS

Sl.No.	Term	Definition
1.	Authority/Board/KMB	Kerala Maritime Board (A Statutory Board of Govt. of Kerala) having its office at Alappuzha Port Office, Beach Road, Bazar PO, Alappuzha - 688012 and head office at HO TC XXII/1666 (4&5), 1st Floor, Mulamoottil Building, Pipinmoodu, Sasthamangalam, PIN: 695010 and shall include their legal representatives, employees and permitted assigns.
2.	Bidder	Eligible organization bidding for the space to be taken on lease rent under the contract and shall include the legal personal representative or such individual or the authorized persons representing such eligible organizations.
3.	CEO	Chief Executive Officer
4.	Contract	The documents forming the RFP document and acceptance thereof and the formal agreement executed between the competent authority on behalf of KMB and the bidder, together with the documents referred to therein including these conditions and instructions issued from time to time by the authority and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
5.	LOI	Letter of Intent
6.	Property/Premise/Site	The vacant space/building/property or any area which is to be given on lease rent.
7.	Port Officer/Port Officer in Charge or PO	Officer who shall be in-charge of the Property/Premise/Site (Estate Officer)
8.	Successful Bidder	The bidder who submits the highest evaluated bid meeting all tender requirements will be considered as a Successful Bidder.

TENDER NOTICE



Kerala Maritime Board
(A statutory Board of Govt. of Kerala)



TENDER NOTICE

HOKMB-TVM/05/1357-C3/2024-25

Date: 16-10-2024

Request for Proposal (RFP) for Leasing out Beach Front Building and Premises adjacent to Alappuzha Port Office.

Kerala Maritime Board (KMB), invites **Proposals** from competent and eligible parties who fulfill the eligibility criteria prescribed in the RFP document, for **Leasing out Beach Front Building and Premises adjacent to Alappuzha Port Office** .

Bid form consisting of eligibility criteria, terms and conditions, and the Proforma of the RFP can be downloaded from the website <https:kmb.kerala.gov.in>

The bid should be submitted in hardcopy to the address specified in the RFP on or before 15-11-2024, 4 PM.

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SECTION-I: NOTICE INVITING REQUEST FOR PROPOSAL

RFP No:- HOKMB-TVM/05/1357-C3/2024-25

Dated 16-10-2024

1. Request for Proposals (hereinafter called RFP) for leasing out the beachfront building and premises adjacent to Alappuzha Port Office, is hereby invited in two cover system in the prescribed Proforma.
2. The following organizations are eligible to submit their bids:
 - a) Private Organizations with average annual turnover not less than 10 lakhs for the last three financial years
 - b) Public Sector Undertakings/Government Organizations etc.
3. Bid form consisting of eligibility criteria, terms and conditions, and the proforma of the RFP can be downloaded from the website <https://kmb.kerala.gov.in/> Details for obtaining bid forms, receipt and opening thereof shall be as follows: -

Critical Dates		
Sl. No.	Stage	Date and Time
a.	Date of issue of RFP document	16-10-2024
b.	Due date of submission of queries	30-10-2024, 4 PM through e-mail to ceo.kmb@kerala.gov.in
c.	Pre – bid Meeting	04-11-2024, 11.30 PM
d.	Due date for submission of bid	15-11-2024, 4 PM
e.	Eligibility-cum-Technical bid opening	16-11-2024, 11.30 AM
f.	Financial bid opening	Will be informed to the eligible cum technically qualified bidders

4. The Eligibility-cum-Technical Bid will be opened in the presence of the bidders/representatives of the bidders on date as mentioned above.
5. Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the bidders/representatives of the bidders. The opening date of Financial Bid shall be intimated to the qualified bidders.
6. A non-refundable tender fee of Rs. 3300 (Rupees Three Thousand and Three Hundred Only), inclusive of GST shall be remitted through DD drawn on the name of KMB or through RTGS/NEFT to KMBs account as mentioned in the data sheet. An Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only), shall be remitted through DD drawn on the name of KMB or through RTGS/NEFT to KMBs account as mentioned in the data sheet. The Screen Shot of remittances shall be enclosed with the tender. The EMD of all unsuccessful bidders would be refunded within 30 days of finalisation of the selection process (bidder selection).
7. In case of the attested copies of the documents/testimonials/certificates original copies thereof should be produced on demand at the time of opening of the Bid.
8. The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.

9. The bid submitted shall become invalid if.
 - a. The bidder is found ineligible.
 - b. The bidder does not submit all the documents as stipulated in the bid document.
 - c. If multiple bids are found in the name of same bidder.
 - d. Any discrepancy is noticed, regarding the documents/ credentials/ proofs submitted.
10. Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidder who resorts to canvassing shall be liable to rejection.
11. The bid shall remain open for acceptance for a period of One Hundred & Twenty (120) days from the due date of submission of bid.
12. Reference to any gender includes a reference to all other genders.
13. KMB reserves the right to not accept any bids without assigning any reasons.

-Sd/-

**Chief Executive Officer
KMB.**

SECTION-II: TERMS OF REFERENCE

1 INTRODUCTION

The Kerala Maritime Board (KMB) a statutory board of the Governmental of Kerala was established in 2017 under the Kerala Maritime Board Act, 2017. Erstwhile, Port Department, Kerala State Maritime Development Corporation Limited, and the Kerala Maritime Society was transferred to and vested with Kerala Maritime Board. KMB possess large number assets including land, godowns, beaches, equipment, etc. across the state. Most of these assets are yet to be utilized to its fullest potential. These assets have huge revenue generating potential however most of them are presently minimally utilized. Further many land and crucial assets are under the threat of encroachments and other issues because underutilization. In this background, KMB is planning to develop these assets using appropriate models including participation from private organisations.

2 BACKGROUND

As mentioned above, the KMB possess substantial amount of assets including building, land, godowns etc with huge revenue generating potential and many of these assets are under the threat of encroachments and underutilization. In order to timely utilize those assets and prevent any further encroachments and other unlawful activities, KMB intends to develop those assets in various models. The approach intends to put to good use the public assets under the KMB to foster economic growth, generate jobs, and enhance revenue through taxes and other income sources. As part of this activity, the KMB intends to develop the beach front building and property adjacent to Alappuzha Port Office in a lease rent model with the participation of public/private entities.

3 PROJECT SITE

Location

Alappuzha district, established on August 17, 1957, is a unique region defined by its sandy terrain, crisscrossed by lagoons, rivers, and canals. According to the 2011 Census, the district has a population of 2,127,789, with 1,013,142 males and 1,114,647 females. Agriculture plays a vital role in the district's economy, with rice and coconut being the major crops. The Kuttanad region within Alappuzha, often referred to as the 'Rice Bowl of Kerala,' is especially notable for its rice production, contributing significantly to the state's agricultural output.

Tourism Potential

Alappuzha is renowned for its intricate network of backwaters, making it a prominent destination for tourism and water-based activities. Its rich cultural heritage, combined with growing infrastructure, presents vast potential for projects aimed at boosting tourism, trade, and local industries, all while supporting sustainable development in one of Kerala's most scenic and economically diverse regions. In 2022, Alappuzha recorded Domestic Tourist Visits (DTV) of 770,916 and Foreign Tourist Visits (FTV) of 11,469, highlighting the town's importance as a popular tourist destination.

Site Potential

The property or premise that is intended to provide on lease is located in the close vicinity of Alappuzha beach, which is one of most popular picnic spot in Alappuzha. The tranquilizing beach with lush greenery and historic strictures is a combination of enchanting experience for the visitors. Another key attraction is the Biennale venue in Alappuzha which is also in the near proximity to the property. The property is well connected with road and rail travel facilities.

4 SITE DETAILS

The property/premise is having a land area 240 sq.m with clear boundaries and details is as provided below.

Sl. No	Particular	Details
1.	Building Number	45/1881 (Old number: 20/1095)
2.	District/Taluk/ Village	Alappuzha/Ambalappuzha/Alappuzha west
3.	Nature of building	Sheet roof building
4.	Boundaries	North – Raheem Residency, South – Port Office Building, East – Recreation Ground, West – Public Road
5.	Plinth Area in Sq.Metre	136.49 Sq.M
6.	Land area in Sq.Metre	240 Sq.M
7.	Electric Connection	Single phase
8.	Water Connection	KWA
9.	CRZ Category	CRZ-II

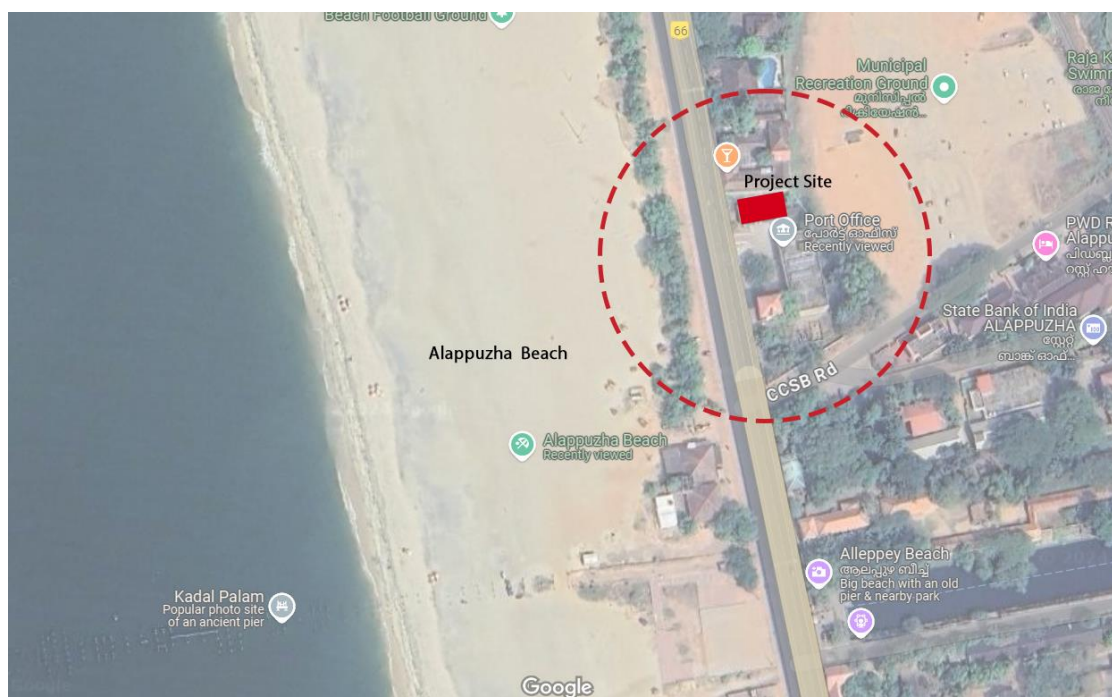


Figure 1: Project Site: Google Map

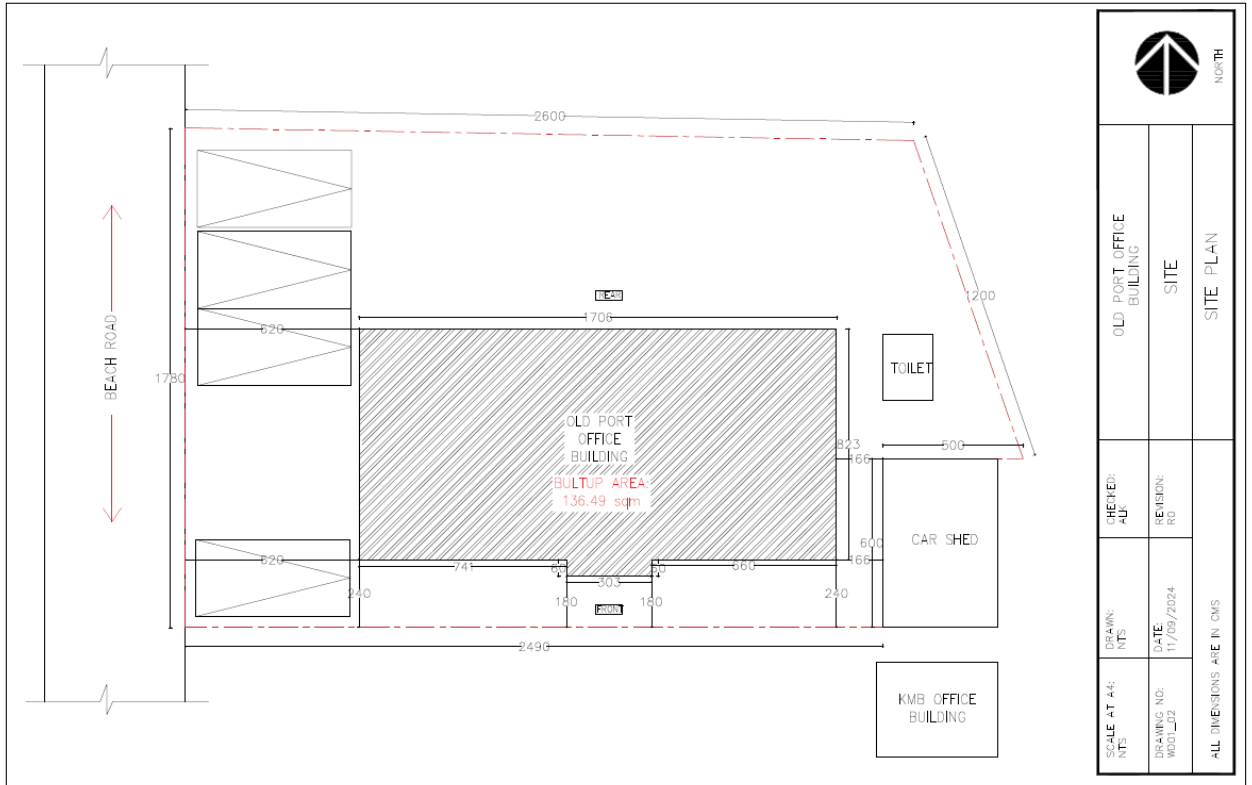


Figure 2: Site Sketch

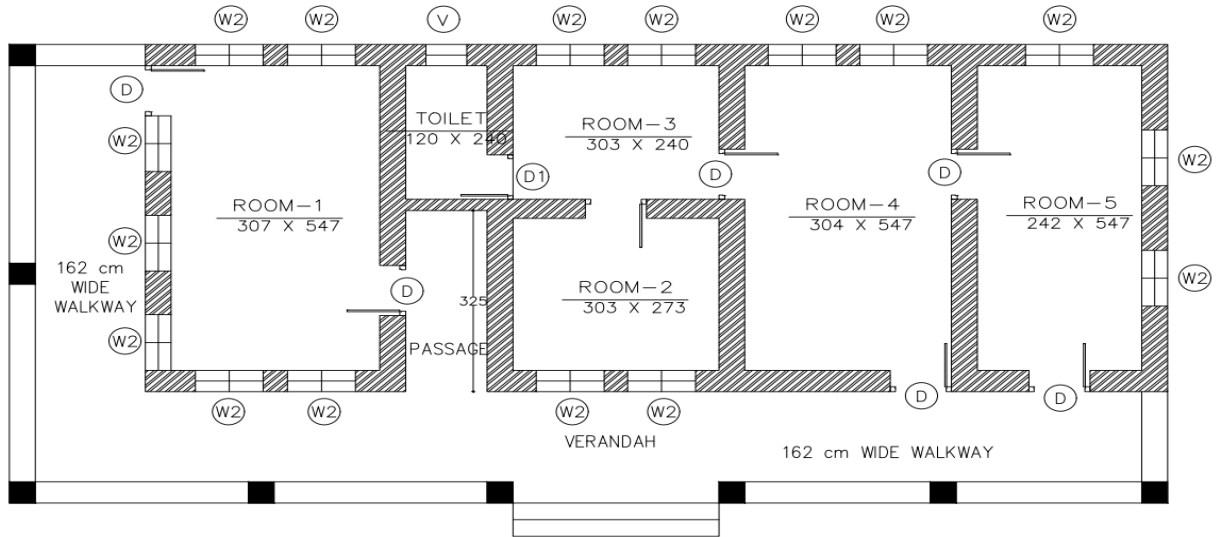


Figure 3: Building Plan



Figure 4: Site Picture_Side View



Figure 5: Site Picture 2_Front View

Unique Advantages of the Site

- Beach front property
- Close proximity to Biennale venue.
- 2.5 Kms from Alappuzha Railway Station
- Beach roadside frontage

5 SCOPE OF TENDER

- To lease out the property/premises to a Successful Bidder that offers significant benefits to the Government, including increased rental income and reduced maintenance responsibilities. This enhances property utilization through the private sector's expertise, leading to improved services and operational efficiencies. Furthermore, private investment can stimulate local economic growth, create jobs, and foster a vibrant community, ultimately contributing to the overall vitality of the area.
- The Successful Bidder will be responsible for all the operational and development activities as per the terms of the tender, including but not limited to property management, regular maintenance, resourcing, investment, and financial management. They will establish suitable ventures, ensuring compliance with local regulations, and provide ongoing oversight of lease compliance. Additionally, the Successful Bidder will develop required support facilities within the scope of the tender and lease agreement and develop marketing strategies to ensure revenue and local economic development.
- The Successful Bidder shall use the Property or Premise for its business purpose strictly in compliance of all existing Laws, wherever applicable. They shall be free to carry on with its businesses directly or through its associates, or as Joint Venture or by way of sub-leasing.

6 OTHER TERMS AND CONDITIONS

- Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- This bid document shall form a part of the contract agreement.
- If the date fixed for opening of bids is subsequently declared as holiday, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- Any clarification issued by KMB in response to queries raised by prospective bidders shall form an integral part of bid documents and it may reflect to amendment of relevant clauses of the bid documents if necessary and will be uploaded in the KMB website.

- e) The Successful Bidder shall bear the cost of entire capital and revenue expenditure during the lease period in operation and maintenance of the premises.
- f) The bidder shall go through the terms and conditions and various clauses in the draft Lease Agreement to be executed with selected bidder, since it is legally binding for both the Lessor and Lessee.

7 DUE DILIGENCE

Bidder is expected to examine all instructions, forms, terms, and specifications in the Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid.

8 COST OF BIDDING

Bidder shall bear all costs associated with the preparation and submission of its Bid and the Authority shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

9 LANGUAGE OF BID

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the Bids exchanged by the Bidder and the Authority shall be written in English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

10 PRE-BID MEETING & CLARIFICATIONS

The Authority shall host a Pre-Bid meeting for queries (if any) by the prospective bidders. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their Bid. The Authority reserves the right to hold or re-schedule the Pre-Bid meeting. The meeting will be held on the date and venue as specified in Bidding Data Sheet. The representatives of the bidders (limited to two) may attend the pre-bid meeting at their own cost. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the Authority by email on or before last date for sending pre-bid queries mentioned in Bidding Data Sheet of this document by authorized representative of the Bidder with subject line: "Leasing out Beach Front Building and Premises adjacent to Alappuzha Port Office".

The bidder's authorized representatives who are present at the time of opening of bid shall sign an attendance register. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

For any clarifications/queries the bidder may contact the following officials or write to the email id ceo.kmb@kerala.gov.in

Contact Person: Mr Shine A Haq
Designation: Chief Executive Officer
Contact Number: 9544410029

11 RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM

- a. Authority shall provide timely response to the queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Authority undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Authority may, for any reason, whether at

its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.

- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website of KMB.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP. In each instance in which provisions of the Corrigenda contradict or are inconsistent/ inapplicable with the provisions of the Tender Document, the provisions of the Corrigenda shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the Tender shall be deemed amended accordingly.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Authority may, at its discretion, extend the last date for the receipt of Proposals.

12 KEY REQUIREMENTS OF BID

i. Bid Fee

Bidder needs to pay tender fee as per Bidding Data Sheet remitted through DD drawn on the name of CEO KMB payable at Thiruvananthapuram or remittance by RTGS/NEFT.

ii. Earnest Money Deposit (EMD)

Bidders should submit the Bid Security as mentioned in the Bidding Data Sheet remitted through DD drawn on the name of CEO KMB payable at Thiruvananthapuram or remittance by RTGS/NEFT.

13 COMPLETENESS OF RESPONSE

- a. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Hardcopy submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - Comply with all requirements contained in this RFP.
 - Include all supporting documentations specified in this RFP.
 - All pages of the Bid must be numbered and duly signed by the Authorized Signatory accompanied by a power of attorney/Board Resolution.

14 MONTHLY LEASE RENT

The Successful Bidder shall pay monthly lease rent in advance for having leased the said premises, to the Authority on or before the 5th day of each English Calendar month, by an Account Payee Cheque or RTGS or NEFT transfer to the designated account of the Authority.

15 BID PRICES

The Bidder shall indicate in the BoQ/Financial Bid, the lease amount per month in INR for the premises or property.

16 FIRM PRICES

- a. Prices quoted in the bid / agreed during negotiation must be firm and final and shall not be subject to any modifications, on any account whatsoever. The bid prices shall be indicated in Indian Rupees (INR) only.
- b. Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable for rejection.

17 TENURE

The tenure (also referred to as Lease Period) of lease shall be for an initial period of 5 years, commencing from the date of execution of this Lease Agreement and the lease period can be extended further with the approval of the Authority/Board for another 2 more years.

18 ESCALATION IN RENT

The lease rental shall be subject to escalation at 5% (percent) annually for the lease period.

19 INSPECTION OF SITE AND SUFFICIENCY OF TENDER

- a. Tentative requisite details of the premise are available at clause 4 Site Details under Terms of Reference section. However, the Bidder is required to actually visit the premises and its locality to gather all the requisite information for quoting the rates. Based on the site visit and evaluation, it is the responsibility of the Bidder to ascertain the feasibility of intended purpose of use of the property or premises.
- b. Bidder is expected to work out their own rates based on the detailed study and should judiciously arrive at the costing.

20 BID VALIDITY PERIOD

The bid shall remain open for acceptance for a period of 120 (One Hundred and Twenty) days from the due date of submission of the bids, which may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions, or withdraw the offer during this period.

21 RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS

Authority reserves the right to accept or reject any Bid, and to annul the tendering process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action.

22 MODIFICATION AND WITHDRAWAL OF BIDS

- a. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Authority. If a Bidder makes any modifications in an already submitted bid, then the modified bid submitted shall be treated as a valid bid and the earlier bid will be treated as withdrawn and void.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. Withdrawal of bid after the due date of submission is not permissible, EMD of such defaulting bidder shall be forfeited.

SECTION-III_ INFORMATION AND INSTRUCTIONS TO BIDDERS

1 DOCUMENTS COMPRISING THE BID DOCUMENT

- a. The First Stage (Eligibility cum Technical): The Bidder shall submit the Eligibility details and supporting documents.
- b. The Second Stage (Financial): The Bidder shall submit the duly filled Price bid as per format given along with this tender.

SI.No.	Particular	Sections
a.	Notice Inviting RFP	Section I
b.	Terms of Reference	Section II
c.	Information and Instructions to Bidders	Section III
d.	Data Sheet	Section IV
SI.No.	Particular	Forms
a.	Check List	Form 1
b.	Declaration	Form 2
c.	Details of Applicant	Form 3
d.	Bid Forwarding letter	Form 4
e.	Proforma for Declaration for downloaded RFP document	Form 5
f.	Lease Agreement	Form 6
g.	Price Schedule (Financial Bid)	Form 7

2 PRE-QUALIFICATION / ELIGIBILITY CRITERIA

Only the proposals of those bidders which meets the following pre-qualification / eligibility criteria will be evaluated further for financial proposals.

SI.No.	Eligibility criteria	Document to be provided
1.	Public Sector Undertaking /Government Organizations etc.	A statement on the letter head of the department / company giving details about their organization.
2.	Private Organizations with average annual turnover not less than 10 lakhs for the last three financial years.	a. Certificate of incorporation / registration, b. Income tax returns/statements along with balance sheets duly authenticated by the CA for the last three financial years.

3 SUBMISSION AND OPENING OF PROPOSALS

- a) The Bid shall be in two cover system.
- b) The Bid to be submitted should be in the sealed envelopes in the following manners: -
 - i. The first envelope (sealed) superscribed thereon "Eligibility details" should contain the, 'DECLARATION' as prescribed in the terms & conditions of the bid document, details in the prescribed proforma & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
 - ii. The second envelope (sealed) superscribed thereon "Financial Bid" should contain financial bid in the prescribed Proforma (Form 7).
 - iii. The third envelope (sealed) superscribed thereon "RFP for leasing out the beachfront building and premise adjacent to Alappuzha Port Office" should contain the above two envelopes.
 - iv. Any deviation from the above manner shall render the bid liable for the rejection.

- c) The bidders should submit their physical bid on or before the prescribed time and date as mentioned in the data sheet at the address mentioned below.

“Chief Executive Officer, Kerala Maritime Board, HO TC XXII/1666 (4&5), 1st Floor, Mulamoottil Building, Pipinmoodu, Sasthamangalam, PIN: 695010”

and the bids submitted through registered post/courier/in hand can reach to this office well before the prescribed date and time.

- d) References, information, and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory.
- e) Any bid received after the prescribed due date and time shall not be opened and summarily rejected.
- f) Each bidder shall submit only one bid either individually or as a consortium/JV/Partnership. Multiple bid submission will cause all the proposals with the Bidder's participation to be disqualified.
- g) The Eligibility-cum-Technical Bid will be opened in the presence of the bidder/representatives of the bidders as per the schedule provided in the data sheet.
- h) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid. The date of opening the financial bid shall be intimated to eligible bidders via KMB website after completing the Eligibility-cum-Technical bid evaluation.
- i) Bid shall remain valid for a period of 120 days from the due date of submission. In certain circumstances, KMB may request in writing to the bidders to extend validity of their bid.
- j) For any clarifications/queries the bidder may contact the following officials or write to the email id as provided in the data sheet.

4 SELECTION OF THE BIDDER

The bids of the qualified bidders would be evaluated based on the lease rent offered by them. Those bidders who offered the highest lease rent shall be the first Successful Bidder and those who offered the second highest lease rent would be the second Successful Bidder and those who offered the third highest lease rent would be third Successful Bidder and so on.

The bidder who submits the highest evaluated bid meeting all tender requirements will be considered as a Successful Bidder. This Successful Bidder must enter into a formal agreement upon submission of the Security Deposit. If they do not execute the agreement within 30 days of receiving the Letter of Intent (LOI), their Earnest Money Deposit (EMD) may be forfeited, and the contract may be offered to the second highest bidder. If the second bidder also fails to execute the agreement, the offer may proceed to the third highest bidder.

5 TIE-IN FINANCIAL BIDS

If two or more bidders quote the same highest amount, the Authority shall finalize the tender through a transparent draw of lots in the presence of bidders/their representatives.

6 BID FEE AND EARNEST MONEY DEPOSIT (EMD)

The Bidder shall pay Bid Fee of Rs 3300/- inclusive of GST through DD drawn on the name of CEO KMB or remittance through RTGS/NEFT to KMB's account and an Earnest Money Deposit of Rs. 50,000/- as EMD through Demand Draft (DD) drawn on the name of CEO KMB payable at Thiruvananthapuram or as RTGS/NEFT. The EMD of all unsuccessful bidders would be refunded within 30 days of finalisation of the selection process (bidder selection). The screen shots of the payment made through RTGS/NEFT shall be attached with the tender document.

The EMD shall be forfeited if:

- i. the selected bidder fails to remit the Security Deposit and execute the agreement based on written orders from KMB.
- ii. the bidder withdraws the bid before the expiry of the bid validity period of the bid (i.e, 120 days).
- iii. due to any reasons, it is established that the bidder has committed fraud/misrepresentations.

7 NOTIFICATION OF AWARD

Authority will notify the Successful Bidder via letter/email of its intent of accepting the Bid. The Successful Bidder shall be required to sign the Letter of Intent (LOI) and return the same to the address and within seven days as a token of acceptance of the LOI.

8 SECURITY DEPOSIT

- i. The Successful Bidder shall furnish KMB an Interest free refundable Security Deposit of an amount equal to three (3) months' lease rent to KMB in the form of Demand Draft drawn in the favour of CEO, Kerala Maritime Board payable at Thiruvananthapuram or remittance by RTGS/NEFT into the account of KMB as mentioned in the data sheet, after the receipt of the LOI. The Security Deposit shall be accompanied by two copies of the Agreement. This shall be followed by signing of the Agreement with KMB, within one month from the issue of LOI.
- ii. The proceeds of the Security Deposit shall be payable to KMB as compensation for any loss resulting from the Bidder's failure to discharge its obligations under the lease agreement.
- iii. The Security Deposit shall be valid for the entire lease period and will be discharged by KMB within 3 months after successful completion of the lease period.

9 SIGNING OF CONTRACT

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of lease to the bidder(s). Detailed lease agreement as per Form 6 shall be signed within one month from the date of issue of LOI.

10 DECLARATION

The bidder shall be required to furnish the declaration as per Form 2 along with the bid.

SECTION 4: DATA SHEET

Information to Bidders

1.	The name of the Authority is	:	Kerala Maritime Board (KMB)
2.	The method of selection	:	Highest Financial Bid
3.	Earnest Money Deposit	:	Rs 50,000/-
4.	Tender Fee	:	Rs 3300/- (inclusive of GST)
5.	The name, objective and description of the assignment	:	RFP for Leasing out Beach Front Building and Premises adjacent to Alappuzha Port Office
6.	Tender documents	:	Can be downloaded from the KMB website
7.	Date of issue of the RFP document	:	16-10-2024
8.	Last date of submission of queries	:	30-10-2024, 4 PM through e-mail to ceo.kmb@kerala.gov.in
9.	Pre-bid meeting date and venue	:	04-11-2024, 11.30 AM. The venue will be intimated via KMB website.
10.	Bid submission closing date and time	:	15-11-2024, 4 PM
11.	Date and Time of Eligibility-cum-Technical Bid Opening	:	16-11-2024, 11.30 AM
12.	Financial Bid opening	:	Will be informed to the technically qualified bidders
12.	Security Deposit	:	Amount equal to three (3) months' lease rent
13.	The language(s) to submit proposals	:	English
14.	Duration of Lease Period	:	Initially for 5 years extended upto 7 years
15.	Whether Consortium/JV/Subleasing allowed	:	Yes
16.	The bid validity period of the proposal from the due date of submission of bid.	:	120 days
17.	The address for communication is	:	Chief Executive Officer, Kerala Maritime Board, HO TC XXII/1666 (4&5), 1st Floor, Mulamoottil Building, Pipinmoodu, Sasthamangalam, PIN: 695010
18.	Account Number of KMB for RTGS/NEFT payment	:	38884941020
19.	Account Name	:	Kerala Maritime Board
19.	IFSC Code	:	SBIN0070028

FORM 1: CHECK LIST

a) Eligibility-cum-Technical Bid:

- i. Declaration in the prescribed Proforma as in Form 2.
- ii. Details of the applicant in the prescribed proforma as in Form 3.
- iii. The prescribed bid document with each page duly signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with the RFP document.
- iv. Proof of eligibility i.e.
 - A. For Public Organizations – A statement on the letter head of the department / company giving details about their organization.
 - B. For reputed private organizations – Certificate of incorporation/Registration, Income tax returns/statement along with balance sheets duly authenticated by the CA for the last three years.
- v. Certificate for downloaded bids as per Form 5.
- vi. Tender Fee of Rs 3300 (inclusive of GST)
- vii. Earnest Money Deposit of Rs 50000/-
- viii. Screen shots of the Tender Fee and EMD paid (*if payment done through RTGS/NEFT*)

b) Financial Bid:-

- i. Bidder shall provide the lease rent per month in INR for the premise/property applied for, listed in the Price schedule and the price indicated shall be exclusive of taxes in the proforma given in Form 7.

FORM 2: DECLARATION

**To,
Chief Executive Officer,
Kerala Maritime Board.**

Sub : Submission of RFP for Leasing out Beach Front Building and Premises adjacent to Alappuzha Port Office.

Sir,

I/We have read and examined the RFP document (No. _____ dated _____), terms and Conditions thereof and other documents and rules referred to in the RFP document and all other contents in the RFP document for leasing out the premises.

I/We hereby submit our bid for as per the stated scope of work within the specified time schedule.

I/We hereby submit all the documents mentioned in the RFP document.

I/We hereby declare that as per RFP requirement, we have not been blacklisted/ debarred by any central government / Kerala government and we are not the subject of legal proceedings for any of the foregoing.

I/We hereby declare that if any misrepresentation is at any time, made or uncovered, it shall lead to the disqualification of the bid.

I/We agree to keep the offer open for One Hundred and Twenty (120) days from the last due date of submission thereof and not to make any modifications in its terms and conditions. If, I/We withdraw my/our offer before the said period or before issue of letter of acceptance, whichever is earlier, or makes any modifications in my/our offer KMB shall without prejudice to any other right or remedy, be at liberty to cancel the bid. Further, if I/We fail to occupy the space allotted to us within one month and fail to sign the lease deed within prescribed time, I/We hereby agree that the said KMB shall without prejudice to any other right or remedy, be at liberty to cancel the bid.

**Signature of the Bidder
Seal of Bidder**

Place:

Date:

FORM 3: DETAILS OF THE APPLICANT

SL.No.	Particulars	Details
1.	Basic Information	
a.	Name of the Company / firms / Consortium / JV etc.	
b.	Country of incorporation / registration	
c.	Address for communication	
d.	Date of Incorporation/ Registration	
2.	Brief description of Company / Lead member in case of Consortium including details of its main lines of business	
3.	Details of individual (s) who will serve as the point of contact/communication within the firm: (a)Name (b)Designation (c)Address (d)Telephone Number (e)E- Mail Address	
4.	Particulars of the interested party / Authorized Signatory of the Applicant: (a)Name (b)Designation (c)Address (d)Telephone Number (e)E- Mail Address	
5.	Turnover for the past 3 financial years (INR in Lakhs) (i) 2020-2021 (ii) 2021-2022 (iii) 2022-2023	
6.	Average Turnover last 3 financial years	
7.	Expected Usage of the Premise or Property	

FORM 4: BID FORWARDING LETTER

**To,
Chief Executive Officer,
Kerala Maritime Board.**

Dear Sir,

- i. Having examined the conditions of RFP document (No. _____ dated _____), we, undersigned, offer our bid to take participation of KMB premises on lease in conformity with the said conditions of contract.
- ii. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the Bid Document.
- iii. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- iv. Until a formal Letter of Intent of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- v. Bid submitted by us is properly prepared and adhered with the terms and conditions specified in the RFP.

Dated this _____ day of _____ 20

Name and Signature _____

In the capacity of _____

Duly authorized to sign the bid for and on behalf of _____

Witness _____

Address _____

Signature

FORM 5: PROFORMA FOR DECLARATION FOR DOWNLOADED RFP DOCUMENT

It is to certify that

- I. I/We have submitted the bid in the Proforma as downloaded directly from the website.
- II. I/We have submitted RFP documents which are same / identical as available in the website.
- III. I/We have not made any modification / corrections / additions etc. in the RFP documents downloaded from web by me / us.
- IV. I/We have checked no page is missing and all pages are available & that all pages of RFP document submitted by us are clear and legible.
- V. I/We have signed (with stamp) all the pages of the RFP document before submitting the same.
- VI. I/We have read carefully and understood the important instructions to the all bidders who have downloaded the tenders from the web.
- VII. In case at any stage later, it is found there is difference in our downloaded RFP documents from the original, KMB shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- VIII. In case at any stage later, it is found that there is difference in our downloaded RFP documents from the original, the lease agreement will be cancelled. The authority will not pay any damages to me / us on this account.
- IX. In case at any stage later, it is found that there is difference in our downloaded RFP documents from the original, I/We may also be debarred for further participation in the tenders floated by KMB.

Dated.....

(BIDDER)
(SIGN WITH SEAL)

ADDRESS:
.....
.....

Mobile No:.....

E-MAIL

FORM 6: LEASE AGREEMENT

THIS AGREEMENT OF LEASE (HEREINAFTER REFERRED TO AS LEASE AGREEMENT) IS MADE ON THIS THE ___ DAY OF ___, TWO THOUSAND TWENTY-____ (/___ / 202__) AT (district) BY AND BETWEEN;

1. **M/s. Kerala Maritime Board (PAN-----)**, a Statutory Board of Government of Kerala ---
----- (address of registered/head office) ----- having Regional Office at -----,
now represented by Shri. -----,CEO/Port Officer-----, , residing at -----
----- herein after referred to as **“LESSOR”** (which expression shall, unless repugnant to the context or meaning thereof, shall mean and include his/her/their successor/s, and permitted assigns) of the **ONE PART**;

AND

2. **M/s** (**PAN:-----**) a (a brief description about the company/party)..... registered under the -----(Identification No.) and having its registered office at -----and now represented by its Mr. _____, S/o _____, aged ____ years, residing at _____ hereinafter referred to as **“LESSEE”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

RECITALS

A. WHEREAS, the LESSOR is the absolute Owner, and is seized & possessed of or otherwise well and sufficiently entitled to _____ situated at _____ and within the Corporation/Municipality limits of..... (district) hereinafter referred to as **“Property or Premise”** and assets there in particularly described in **“The Schedule”** herein under written.

B. AND WHEREAS , the LESSOR has represented that it is the sole and absolute owner having full right to the Property or Premise described in ‘The Schedule’, (referred to in this Lease Agreement as Property or Premise) and that no one else has any right, title, interest or share therein, and that there is no patent or latent defect in the LESSOR’s title to the Property or Premise and that the LESSOR has not entered into any agreement or arrangement for leasing the aforesaid Property or Premise to anyone else;

C. AND WHEREAS, the LESSOR (Board/Chief Executive Officer/Port Officer) proposed to grant lease/ the LESSEE made a request to the LESSOR (to the Board/ Chief Executive Officer/Port Officer)/ the LESSEE, became the Successful Bidder, on the Request for Proposal made by the LESSOR,(strike out whichever is not applicable) is interested to take on lease the Property or

Premise to operate its business directly or through its associates, or as Joint Venture,(_____ or by way of sub-leasing the said Property or Premise to third parties partly or fully, or under arrangements like outsourcing, franchising, or as a combination of such means/methods of carrying on with business) without violating any of the provisions of this Lease Agreement;

D. AND WHEREAS, pursuant to its aforesaid process , the LESSEE agreed to the LESSOR to take on lease the said Property or Premise and the LESSOR has agreed to provide the said Property or Premise on lease to the LESSEE on the terms, conditions, covenants, stipulations and provisions contained herein.

NOW THIS LEASE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:INTERPRETATION

1. INTERPRETATION

Unless the context otherwise requires in this Lease Agreement.

- 1.1. The LESSOR and LESSEE are hereby individually referred to as the “First Party” and the “Second Party” respectively and collectively referred to as the “Parties”.
- 1.2. **“Lease rent” shall be the rent** be paid by LESSEE in consideration of the leasing the Premise and granting the rights provided in the Lease Agreement.
- 1.3. Words importing persons or parties shall include firms and corporations and any organizations having legal capacity;
- 1.4. Words importing the singular include the plural and vice versa where the context so requires;
- 1.5. Reference to any law shall include such law as is from time to time enacted, amended, supplemented or re-enacted;
- 1.6. Reference to any gender includes a reference to all other genders;
- 1.7. The provisions of this Lease Agreement shall be read and interpreted in conjunction with its Schedules and Annexures; and,
- 1.8. The heading and titles in this Lease Agreement are indicative only and shall not be deemed part of this Lease Agreement or be taken into consideration in the interpretation or construction of its terms.

2. GRANT OF LEASE

- 2.1. The LESSOR, in consideration of the rent to be paid and the covenants and agreements to be performed and observed by the parties, does hereby lease to the LESSEE and the LESSEE does hereby take on lease from the LESSOR the said Property or Premise, fully described in the Schedule together with all easements, rights and advantages appurtenant thereof subject to the covenants and conditions contained in this Lease Agreement.
- 2.2. The LESSEE shall not derive any right, title, or interest in the Property or Premise which shall remain the Property or Premise of the LESSOR at all times except as provided in this Lease Agreement. The LESSEE will have leasehold and possessory rights during the tenure of the lease on the Property or Premise which shall be enjoyed and exercised in accordance with the permitted purpose of the lease provided in this Lease Agreement and subject to the regular and timely payment of lease rent.
- 2.3. The LESSOR hereby grants and transfers physical possession of the Property or Premise subject to the conditions specified in this Lease Agreement. For the purpose of this Lease Agreement, the LESSEE shall be deemed to have inspected the Property or Premise and itself of the nature and physical conditions of the same.
- 2.4. The LESSEE agrees with the Lessor to abide by the terms and conditions of the lease deed and shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance to the Lessor by him or any person claiming by or through or under them.

3. CONDITIONS PRECEDENT

Condition Precedent for LESSOR

- 3.1. The LESSOR shall issue a Letter of Intent (LOI) to LESSEE, informing it's intent and readiness to hand over the Property or Premise free from encumbrance for carrying out the purpose mentioned in the Lease Agreement prior to the execution of this Lease Agreement.

Condition Precedent for LESSEE

- 3.2. The LESSEE shall comply the following conditions prior to the execution of this Lease Agreement, namely;
 - a. Provided the Security Deposit as mentioned in clause 8.
 - b. Paid advance one month lease rent or pro-rate payment shall be made for a period of less than a month.

4. PURPOSE OF THE LEASE

- 4.1. The LESSEE shall use the Property or Premise for its business purpose which will include, but not limited to, (.....nature of business) as the LESSEE may desire. The LESSEE shall be free to carry on with its businesses directly or through its associates, or as Joint Venture, (.....or by way of sub-leasing the said Property or Premise to third parties partly or fully, or under arrangements like outsourcing or franchising, or as a combination of such means/methods of carrying on with business) solely at the LESSEE's convenience and discretion. Sale of any retail products/goods/services/marketing of own/national/international brands, products and services as may be decided by the LESSEE from time to time will form part and parcel of the business purpose referred to herein. The LESSOR shall have no objection to the conduct of business as per the purpose mentioned in this Lease Agreement and the LESSOR hereby permits the LESSEE to do so strictly in compliance of all existing Law, wherever applicable. However, all sub-leases shall be co-terminus with the original lease period as per the Lease Agreement or the earlier period.
- 4.2. The LESSEE shall also be free to obtain all the utility services necessary in its own name or in the name of any of its associates/or Joint Venture, or group companies/firms, (.....or in the name of the tenants to whom the Property or Premise are sub-leased,) or in the name of any entity operating within the Property or Premise on outsourcing or franchising arrangements, at any time during the subsistence of this Lease Agreement. The LESSOR shall provide No Objection Certificate (NOC), wherever necessary, for obtaining such utility services as and when required without demur and any additional cost or charges.
- 4.3. The LESSEE shall be free do all activities in the Property or Premise as it may deem as needed for its business which may include, (.....but not limited to, making up of the site, **construction/modification/alteration of buildings** subject to compliance of applicable laws only *with the prior written permission from LESSOR* and other facilities, creating vehicle parking facilities, erection/installation and operation of various items of equipment and systems, installation of signages, hoardings and other temporary constructions/installations, sub-leasing constructed area, facilities, equipment, or the Property or Premise in part or in full for the conduct of mutually agreed purpose of lease. The LESSOR shall not be responsible for any violations of law arising out of the construction activities. The LESSEE shall be free to enter into contracts and agreements with third party service provider, financial institution/bank, tenant, customer, associate, individual, firm, company, Joint Venture partner, national or international brand, etc. for pursuing its business in the Property or Premise.
- 4.4. The LESSEE shall do all the repairs arising out of the normal wear and tear or resulting from any modifications by the LESSEE at it's own cost.

- 4.5. The LESSEE shall submit specific plan to LESSOR in case any additional construction or alteration works to be done in the premises, for the approval by the LESSOR. Any capital and operational expenses incidental in this regard, shall be solely borne by the LESSEE.
- 4.6. The LESSEE shall demolish any existing buildings or improvements in the Property or Premise are not required, or would hinder development of the Property or Premise only with the prior written permission from the LESSOR.
- 4.7. The LESSOR hereby authorizes the LESSEE (represented by any/all of its designated partners or authorized employees) to sign and execute necessary applications, documents or certificates in connection with applying to the concerned authorities for obtaining permissions or approvals for civil constructions including buildings, electrical, mechanical and other installations, signages, hoardings and other temporary installations/constructions, on LESSEE's own behalf or on behalf of the LESSOR wherever necessary.)
- 4.8. Signages & displays: The LESSEE and its tenants shall be entitled to display sign boards, neon signs, displays, hoardings bearing their trade name, trade mark or logo inside and outside the Property or Premise, and also to display the name boards / nameplates of the LESSEE or its tenants at the entrance of the Property or Premise and constructions made thereon, at their own costs and expense; It is hereby clarified that obtaining permission/approval for the same shall be the responsibility of the LESSEE, and Taxes or any other charges payable in respect of display of signboards to any Authority shall be borne and payable by the LESSEE/its tenants alone.
- 4.9. At the time of occupation, the LESSEE shall ensure that all fittings and fixtures are in perfect order and shall be responsible to restore this in the same condition in which they have been taken over except natural wear and tear.

5. TERM OF LEASE

- 5.1. **Tenure:** The tenure (also referred to as Lease Period) of lease shall be for an initial period ofyears, commencing from the date of execution of this Lease Agreement and the lease period can be extended further with the approval of the **LESSOR as per the tender conditions.**
- 5.2. **Renewal:** At the expiry of the initial lease period, the LESSOR shall have the right to renew the Lease Agreement and to revise the lease rent after taking into consideration, various factors like, market demand for the land, total investment made by the LESSEE, turnover and profit of the LESSEE and income from sublease etc. and LESSEE shall be liable to pay the revised lease rent, with annual increase, for the duration of the Lease Agreement.
- 5.3. The LESSEE shall not execute the agreement with any of the sub lessee or any other project proponents for a period more than the original lease period. LESSOR cannot be held liable

for any agreements executed by the LESSEE in contravention of the provisions of this Lease Agreement.

- 5.4. Notwithstanding anything contained in the Lease Agreement, the renewal of the term of Lease Agreement shall be on mutually agreeable terms and conditions between the parties, provided that the Property or Premise is not required by the LESSOR or the Government for its own purpose and will be subjected to fulfillment of terms and conditions of this Lease Agreement including payment of all dues and lease rent.

6. LEASE RENTALS AND ESCALATION

- 6.1. Monthly Rent: Upon execution of this Lease Agreement and in consideration of the LESSOR leasing the premises to the LESSEE and granting the rights, provided in this Lease Agreement the LESSEE shall pay Rs. (Rupees Only) per month towards the lease rent (hereinafter referred to as rent or lease rental) in advance for having leased the said premises, to the LESSOR on or before the 5th day of each English Calendar month, by an Account Payee Cheque or RTGS or NEFT transfer to the designated account of the LESSOR, as the case may be, in favor of the LESSOR. Pro-rate payment shall be made for period of less than a month.
- 6.2. **Escalation of Lease Rental:** The lease rental shall be subject to escalation @.....% (percent) annually for the lease period.
- 6.3. Interest: If the LESSEE fails to pay the lease rental as agreed, the LESSEE shall be liable to pay **simple** interest for the period of delay calculated at a rate equal to% (... per cent) per month.
- 6.4. GST: The Goods and Services Tax (GST), cess or any other taxes or levies shall be paid extra by the LESSEE. LESSOR shall provide necessary certificates/documents /reports to the LESSEE for availing input tax credit, wherever required.
- 6.5. IT: The lease rental shall be payable subject to deduction of tax at source (TDS) as per the provisions of the applicable law. However, if the LESSOR has produced any IT exemption certificate or letter stating that LESSOR is not liable to IT, no TDS shall be deducted from lease rental payable. However, if any future liability arises due to non-effecting of TDS in this regard, the sole responsibility for all such liability falls upon the LESSOR.
- 6.6. **Taxes:** The LESSEE shall alone be liable to bear and pay the present and future Municipal Tax, Property Tax, Assessments, Cess, Maintenance Charge and all other duties and taxes levied under any law for the time being in force or as may hereafter be imposed in respect of the Property or Premise and constructions thereon, and the LESSOR has duly paid the same till the date of hand over of possession of the Property or Premise to the LESSEE.
- 6.7. **Utility and other Charges:-**The LESSEE/ its tenant shall be liable to pay utility charges such as Electricity charges, Water, Telephone usage, Security charges, Fire Fighting, Insurance

and Internet charges etc., consumed in the Property or Premise and constructions made thereon, during the subsistence of this Lease Agreement to the authorities concerned. The LESSEE shall pay the aforesaid charges from the date of possession until the expiry or early termination/determination of the term of this Lease Agreement. This shall include proportionate fixed charges against bills raised by the appropriate authorities beginning from the date of taking over the demised possession of the said premises. The cost of separate meter/sub-meter including its installation shall be borne by the LESSEE and installations shall be done with prior approval from LESSOR.

7. REPAIR & MAINTENANCE

The LESSEE shall bear the cost of entire capital and revenue expenditure during the lease period in operation and maintenance of the premises.

8. SECURITY DEPOSIT

8.1. The LESSEE shall, on or before the execution of this Lease Agreement, pay to the LESSOR a sum of Rs.....(Rupees only) equivalent to three (3) months' lease rental as an interest-free refundable security deposit through a Demand Draft for the said amount. (hereinafter referred to as '**Security Deposit**') which shall remain with the LESSOR throughout the period of this Lease Agreement (the receipt whereof, by way of Demand Draft bearing DD No. ----dated ---- drawn on ---- in the name of the LESSOR, the LESSOR doth hereby admit and acknowledge and discharge the LESSEE with respect to the same). The LESSEE shall pay additional Security Deposit, whenever there is a revision of monthly lease rent.

8.2. The LESSOR has right to recover any amount due to LESSEE from the Security Deposit available with LESSOR and the decision of the LESSOR shall be final and binding by the LESSEE.

9. SUB-LEASE AND ASSIGNMENTS

9.1. The LESSOR hereby agrees and grants full authority to the LESSEE or its successors or associates to carry on with business as envisaged under the Clause-4 (related to purpose of the Lease) of this Lease Agreement in the Property or Premise, and the right to authorize third party/persons who may be interested to carry on with such businesses in the Property or Premise on a sub-lease basis or license basis. The period of sublease/license shall be period not more than the original lease period. The LESSEE shall have complete authority and discretion in entering into such sub-lease agreement, collecting rent and securities, renewal, and termination of sub-lease agreement.

9.2. The LESSOR shall not be entitled to sell / mortgage / charge or encumber the Property or Premise or a part thereof to any third party during the pendency of this Lease Agreement under any circumstances.

10. REPRESENTATION AND WARRANTIES BY THE LESSOR

The LESSOR represents and warrants to the LESSEE as follows:

- 10.1. The title of the LESSOR to the Property or Premise is clear, marketable and free from all encumbrances and that the Property or Premise shall not have any legal restriction or disqualification to operate business activities as stipulated for the purpose of this Lease Agreement, subject to compliance of applicable Laws.
- 10.2. That the LESSOR shall not commit any act, agreement or anything during the tenure of this Lease Agreement, whereby the rights of the LESSEE shall be jeopardized, affected or rendered void;
- 10.3. That the LESSOR has not entered into any transfer or assignment of the Property or Premise in any manner during the lease period;
- 10.4. The LESSOR also undertakes not to create any charge or encumbrance of any nature whatsoever on the Property or Premise;
- 10.5. The LESSOR is legally competent to offer the said Property or Premise on lease to the LESSEE for the beneficial use, occupation and enjoyment of the Property or Premise for the business of the LESSEE;
- 10.6. The Property or Premise is free from any Charge, Mortgage, Hypothecation, Lien, or Encumbrance;
- 10.7. The Property or Premise is not pending any Lis-Pendency, claims, or acquisition proceedings in any manner;
- 10.8. There is no Winding up, Liquidation, Insolvency or Bankruptcy proceedings or any other court proceedings, pending against the Property or Premise and against the LESSOR;
- 10.9. That it has neither assigned nor created any third-party rights or interest in the Property or Premise by way of any document or other instrument in writing of whatsoever nature;

11. REPRESENTATION AND WARRANTIES BY THE LESSEE

The LESSEE represents and warrants to the LESSOR as follows:

- 11.1. To use the Property or Premise for the purpose of carrying on its business as envisaged in this Lease Agreement or any other incidental legal and bona-fide business as the LESSEE may consider as desirable to optimally utilise the Property or Premise, in strict compliance of all relevant laws.

- 11.2. Not to bring or store in the Property or Premise and construction made therein, any combustible material illegal or other dangerous things, which may jeopardize the safety of the Property or Premise.
- 11.3. The LESSEE is entitled to carry out all civil, mechanical or other works as necessary for carrying on with its business as described in Clause 4 of this Lease Agreement, which includes but not limited to civil constructions, erection of various items of equipment, interior work of the nature of tiling work, furniture work, ducting work, plumbing, and air-conditioning and such works shall be undertaken by the LESSEE at its own cost and expenses.
- 11.4. The LESSEE shall use the Property or Premise for the lawful purposes mentioned in this Lease Agreement and any further development or any other activity other than provided in this Lease Agreement shall be done only with the approval of the LESSOR.
- 11.5. The LESSEE shall keep and maintain the Property or Premise and structures thereon in good and habitable condition at all times and shall ensure that the Property or Premise shall be free of encroachments at all times.
- 11.6. The LESSEE shall pay all taxes in respect of the Property or Premise which may be levied at any time during the term of the Lease Agreement. In case any taxes due to be paid by the LESSEE but the LESSEE fails to pay, the LESSOR will be entitled to receive such amounts paid by the LESSOR from the LESSEE along with interest at the rate of **12% (twelve percent)** per annum.

12. TERMINATION

- 12.1. Notwithstanding anything contained herein and without prejudice to other rights that the LESSOR may have under this Lease Agreement, the LESSOR shall have the right to terminate this Lease Agreement, if there is default in payment of lease rental by the LESSEE for a period of one (1) month and such default has not been remedied by the LESSEE within a period of one (1) month from the date of notice in writing having been given by the LESSOR to the LESSEE in that behalf. In such cases, the LESSOR shall not be liable to make any payment to the LESSEE. The Security Deposit shall be forfeited and shall be utilised by LESSOR to settle any outstanding dues and other claims of LESSOR on the LESSEE.
- 12.2. Notwithstanding anything contained herein and without prejudice to other rights that the LESSEE may have under this Lease Agreement, in the event of happening of any situations beyond the control of the LESSEE making it difficult for the LESSEE to pay lease rentals to the LESSOR or in case the LESSEE on reasonable grounds foresees the happening of such an event, the LESSEE shall be entitled to terminate this Lease Agreement giving three (3) months notice to the LESSOR. The LESSOR understands that the reasons for such situations can be technical, financial, commercial, legal, or regulatory matters related to the LESSEE's business in the Property or Premise or litigation, inordinate delay in obtaining any

approval/ clearance/ NOC/ permission/ license from any Government Agencies or Departments, persistent labour strikes or protests by groups of outside persons.

- 12.3. Notwithstanding anything contained herein and without prejudice to any other rights that the LESSEE may have under this Lease Agreement or in law or in equity, the LESSEE shall have the sole option to terminate this Lease Agreement at any time upon thirty (30) days written notice, in the event that the LESSEE's right to quiet and peaceful enjoyment of the Property or Premise or any other rights which are provided in this Lease Agreement are encumbered, restricted or affected by reasons attributable to the negligent act or omission of the LESSOR.
- 12.4. On expiry of this Lease Agreement or on the sooner determination thereof as provided herein, the LESSEE shall vacate the Property or Premise and construction made therein and shall remove itself and its servants and agents using the Property or Premise and also their movable belongings, chattels, articles and things from the Property or Premise and shall handover the vacant possession of the Property or Premise to the LESSOR. The LESSOR shall be entitled to take all lawful measures to remove the LESSEE from the Property or Premise also to prevent the LESSEE, its servants and agents, from entering the Property or Premise or any part thereof provided.
- 12.5. Premature Termination: In case under any circumstances including the change of law or for public interest, the LESSOR may terminate the Lease Agreement by issuing a notice with three (3) months period from the date of issue of notice and based on that notice the LESSEE shall vacate the Property or Premise within notice period. In such cases, the LESSEE shall be indemnified with loss incurred due to the premature termination and the value of the loss shall be assessed by a third-party authority like Public Works Department (PWD). Under any circumstances the compensation never includes any loss of business.
- 12.6. Notwithstanding anything contained herein and without prejudice to other rights that the LESSOR shall have the right to terminate this Lease Agreement, if there is default in non-commencement of proposed purpose of lease within three (3) months or cease of activities for a continuous period of three (3) months. In case of any justifiable reason is there for non-commencement of purpose of lease, the LESSEE may approach the LESSOR so that the LESSOR may consider the case based on merit and further extension shall be provided. In case no extension is provided, LESSOR may terminate the Lease Agreement immediately.

13. FORCE MAJEURE

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the LESSOR shall not be liable for any loss or damage that may be occasioned to the LESSEE.

14. HANDOVER OF THE LEASED PROPERTY OR PREMISE UPON EXPIRY OF THE LEASE PERIOD

- 14.1. On expiry of the Lease Period, the LESSOR and LESSEE may jointly decide to transfer all or selected movable/immovable assets created by the LESSEE in the Property or Premise to the LESSOR with or without consideration on expiry/termination of the lease.
- 14.2. Notwithstanding the above, the LESSOR so desires, it shall be the responsibility of the LESSEE to demolish and remove any or all of the permanent civil constructions established by LESSEE from the Property or Premise, at its cost, for which the LESSOR shall allow reasonable time free of lease rental to the LESSEE after expiry/termination of the lease period .The LESSEE shall remove all temporary erections/improvements and all movable items including various items of equipment from the Property or Premise in this regard on its own cost by the LESSEE and shall handover vacant possession of the said premises in its normal original condition.

15. INDEMNIFICATION

- 15.1. The LESSOR shall indemnify and keep indemnified the LESSEE and its officers, representative, employees, directors and other personnel from any loss suffered or claim or action or notice or proceedings or penalty imposed or instituted by any third-party including Government Authority against the LESSEE for any:
- a. breach of obligations of the LESSOR listed under the Lease Agreement; and,
 - b. interference, in the peaceful and lawful occupation and use of the Property or Premise in the event of any legal action taken by the Government Authorities or any third party due to any default, act, or omission by the LESSOR.
- 15.2. The LESSEE shall indemnify, defend and hold the LESSOR harmless against any claims, liabilities, damages, charges, expenses, costs, losses, or injuries arising out of or relating to:
- a. any breach of this Lease Agreement; and,
 - b. non-compliance of applicable laws in connection to the business of the LESSEE.
- 15.3. The parties agree that their respective liability to indemnify each other as per the provisions of this clause or the reference to losses or damages anywhere in this Lease Agreement shall not include any indirect business losses, loss in profits, loss of opportunity, consequential losses, punitive damages.
- 15.4. The party claiming indemnity shall send a notice to the other party detailing the indemnified claim along with reasonable particulars within 30 days of awareness of the occurrence of the indemnified claim. Failure or omission by the indemnified person to notify the other Party

shall not discharge the Party in respect of the indemnified claim. The Indemnifying Party shall take charge for the indemnified claim and hold harmless and defend the Indemnified Party through competent legal counsel/professionals or remit to the Indemnified Party the amount specified in the indemnified claim within a period of 15 days from the date of receipt of notice under this sub-clause.

16. DISPUTE RESOLUTION

- 16.1. Any dispute or difference of any kind whatsoever may arise between the Parties in connection with this Lease Agreement; the parties shall use their respective reasonable endeavor to settle the dispute amicably between themselves through negotiation.
- 16.2. If the same is not resolved as aforementioned, the dispute shall be settled by referring it to the Principal Secretary, Fisheries and Port Department, Government Secretariat.
- 16.3. Failing to do so, differences or questions arising out of this Lease Agreement including the interpretation of the terms herein or regarding the obligations, failure or breach of any terms thereof by any of the parties under this Lease Agreement or of any matter whatsoever arising under this Lease Agreement which have not been mutually settled, shall be resolved by the Courts under the jurisdiction of civil courts in (...district).

17. LEASE AGREEMENT MODIFICATION/AMENDMENT

This Lease Agreement may be amended only by written instrument executed by both Parties.

18. SECURITY & INSURANCE

- 18.1. The LESSOR shall, under any circumstances whatsoever, not be responsible for any direct or indirect loss sustained by the LESSEE due to any reasons including force majeure incidents (act of God), during the tenure of the Lease Agreement. The LESSEE shall take suitable insurance policy to cover all losses due to various uncertainties to cover his losses.
- 18.2. Security arrangement of the premises under possession of the LESSEE shall be the responsibility of LESSEE. The LESSOR shall not be responsible for any loss of installation, equipment etc.

19. INSPECTION

- 19.1. The LESSOR shall have the right to inspect the Property or Premise at anytime without any prior notice to ensure that the Property or Premise is not used for any other activities that is not provided in this Lease Agreement.

19.2. LESSOR shall have power to remove any the fixture/fittings or modification done by the LESSEE if it is felt that such changes as done under clause 14 will damage the structure of the building.

20. GENERAL CLAUSES

20.1. Notices:

All written notices permitted or required to be delivered by the provisions of this Lease Agreement shall (unless otherwise provided) be deemed so delivered when actually delivered by hand or by Registered Mail or e-mail, Return Receipt Requested, postage prepaid and addressed to the following addresses.

To the LESSOR	Name: Postal Address: e-mail address
To the LESSEE	Name: Postal Address: e-mail address

20.2. Amendment:

This Lease Agreement shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Lease Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties.

20.3. Severability:

Any provision of this Lease Agreement which is held to be invalid or unenforceable for any reason shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining provisions hereof.

20.4. Stamp Duty and Legal Charges:

All expenses relating to stamp-duty and registration charges shall be borne and paid by the LESSEE. The LESSOR shall provide all necessary documents required for registration of this Lease Agreement. The LESSOR shall register this Lease Agreement as required under law and the LESSEE shall, at the request of the LESSOR, present itself at the office of the Sub-Registrar of Assurances for the purpose of admitting execution of this Lease Agreement.

20.5. Lease Agreement Copies:

This Lease Agreement has been executed in duplicate and the parties hereto agree that the original registered Lease Agreement shall be retained by the LESSEE and the counterpart thereof shall be kept by the LESSOR.

20.6. Governing Law and Jurisdiction:

This Lease Agreement shall be governed by and construed and enforced in accordance with the laws of India and the Courts in (...district) shall have exclusive jurisdiction to entertain any and/or all proceedings under this Lease Agreement.

20.7. Transaction Costs

Each party shall be responsible for the fees and expenses of its legal counsel in connection with this Lease Agreement, whether or not the transactions contemplated hereby are consummated.

20.8. Confidentiality

The LESSEE shall maintain the confidentiality of all the information and data shared by the LESSOR and shall use it only for the purpose of this Lease Agreement and not for any private or commercial gain and shall not disclose the same to a Third Party or Parties.

20.9. Entire Agreement

This Lease Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

IN WITNESS WHEREOF PARTIES HAVE SIGNED HEREUNDER ON THE DAY, MONTH AND THE YEAR FIRST HERE ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

SIGNED AND DELIVERED)
by the within-named **“the LESSOR”**)
Mr. _____)

SIGNED, SEALED AND DELIVERED by)
the within-named **‘The LESSEE’**)
Mr. _____)

WITNESSES:

(1) Name :
 Occupation :
 Father's Name :
 Address :

(2) Name :
 Occupation :
 Father's Name :
 Address :

THE SCHEDULE

(Description of the said premises)

Serial No.	
District	
Sub- District	
Taluk	
Village	
Desom	
Corporation	
Building No.	
Built Up Area	
Re-Survey Block No.	
Re-Survey No.	
Old Survey No.	
Extent (IN Cents)	
Right	
Tenure	
Description	
----- ----- -----	
Boundaries	
East	
North	
West	
South	

List of Fixtures

FORM 7: PRICE SCHEDULE FINANCIAL BID

To,
Chief Executive Officer,
Kerala Maritime Board.

Sir,

With reference to the RFP No: _____ dated _____ I/We

_____, offer the following price to take the said premises of KMB on lease basis in accordance with the terms and conditions mentioned therein, as under:

Property/Premises for lease rent	Total Monthly Lease Rent (INR) for the property in figures (rent in words) (excluding GST)
Beach front building and premises adjacent to Alappuzha Port Office with details specified in clause 4 Site Details under Terms of Reference section	

Yours Faithfully

Signature of the Authorized Signatory of the Bidder with seal

Note:

1. Amount to be mentioned clearly in Indian Rupees.
2. The quoted monthly lease rent for the property shall be the rent for the entire building and the land available.
3. No corrections/alterations are permitted while mentioning the amount.
4. Lease rent shall be excluding applicable GST.
5. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.

Signature of the Authorized Signatory of the Bidder with seal