



Kerala Maritime Board

(A Statutory Board of Govt. of Kerala)

Tender for Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram

Tender No. 02/2026-27/HOKMB-TVM/539/2025-C1(Devp)

Dated: 10-06-2026

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

DISCLAIMER

1. This tender 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 tender is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this tender.
2. KMB does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this tender document and it is not possible for KMB to consider needs of each party who reads or uses this tender document. This tender 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 tender 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 tender 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 tender 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 tender.
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 tender document. Such revisions to the tender / amended tender will be made available on the website of KMB.

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

DEFINITIONS

Sl.No.	Term	Definition
1.	Authority/Board/KMB	Kerala Maritime Board (A Statutory Board of Govt. of Kerala) having its office at Port & Shipping Office Vizhinjam, Vizhinjam PO, Thiruvananthapuram- 695521 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 e or the authorized persons representing such eligible organizations.
3.	CEO	Chief Executive Officer
4.	Contract	The documents forming the tender 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 Godown/Transit Shed all with plinth area of approximately 750 Square Meter 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.

Table 1: Definitions

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

TENDER NOTICE



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



TENDER NOTICE

Tender No. 02/2026-27/HOKMB-TVM/539/2025-C1(Devp)

Date: 10-06-2026

Tender for the Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram

Kerala Maritime Board (KMB), invites **Proposals** from competent and eligible parties who fulfill the eligibility criteria prescribed in the tender document for **Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram in lease model.**

Bid form consisting of eligibility criteria, terms and conditions, and the Proforma of the tender can be downloaded from the e-tender portal of Kerala i.e, <https://etenders.kerala.gov.in>.

The bid should be submitted through e-tender portal on or before 25-07-2026, 4 PM.

Sd/-

Chief Executive Officer

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

DATA SHEET

Information to Bidders

1.	The name of the Authority is	:	Kerala Maritime Board (KMB)
2.	The method of selection	:	Highest Monthly Lease Rent
3.	Earnest Money Deposit (EMD)	:	Rs 50,000/- (Rupees Fifty Thousand)
4.	Tender Fee	:	Rs 2,760 + GST (Rupees Two Thousand Seven Hundred and Sixty plus GST)
5.	The name, objective, and description of the assignment	:	Invitation for Tender for Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram
6.	Mode of Tendering	:	e-Tender
7.	Tender documents can be downloaded from	:	www.etenders.kerala.gov.in
8.	Date of issue of the tender document	:	10-06-2026
9.	Last date of submission of queries	:	23-06-2026, 4 PM through e-mail to ceo.kmb@kerala.gov.in with a copy to kmb.kerala@gmail.com
10.	Pre-bid meeting date and venue	:	24-06-2026, 11.30 AM, shall be conducted in Hybrid mode (Bidders may participate either online or in person at Kerala Maritime Board head office.) The registration link will be published later in e-tender website and KMB official website.
11.	Due Date for Submission of Bid	:	25-07-2026, 4 PM
12.	Date and Time of Eligibility-cum-Technical Bid Opening	:	28-07-2026, 11.30 AM
13.	Physical Submission of Technical Bid	:	On or before 29-07-2026, 11 am
14.	Financial Bid opening	:	Will be informed to the technically qualified bidders
15.	Security Deposit	:	Amount equal to three (3) months' lease rent
16.	The language(s) to submit proposals	:	English
17.	Tender Type	:	Lease
18.	Reserved Monthly Lease Rent	:	INR 1,00,000 (Rupees One Lakh only) exclusive of GST
19.	Duration of Lease Period	:	Initially for 3 years which shall be extended on a year to year basis for a maximum tenure of five (5) years.
20.	Whether Consortium/JV/Subleasing allowed	:	Yes
21.	The bid validity period of the proposal from the due date of submission of bid.	:	120 days
22.	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
23.	Account Number of KMB for RTGS/NEFT payment	:	38884941020
24.	Account Name	:	Kerala Maritime Board
25.	IFSC Code	:	SBIN0070028

Table 2: Data Sheet

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

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SECTION-I: NOTICE INVITING TENDER

Tender No:- 02/2026-27/HOKMB-TVM/539/2025-C1(Devp)

Dated 10-06-2026

Tender for **Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram**, is hereby invited in two cover system in the prescribed proforma.

1. The following organizations are eligible to submit their bids:
 - a) Private Organizations with average annual turnover not less than 60 (Sixty) lakhs for the last three financial years
 - b) Public Sector Undertakings/Government Organizations etc.
2. Bid form consisting of eligibility criteria, terms, and conditions, and the proforma of the tender can be downloaded from the website www.etenders.kerala.gov.in. Critical dates of the tender shall be as follows: -

Critical Dates		
Sl. No.	Stage	Date and Time
a.	Date of issue of tender document	10-06-2026
b.	Due date of submission of queries	23-06-2026, 4 PM
c.	Pre – bid Meeting date and venue	24-06-2026, 11.30 AM
d.	Due date for submission of bid	25-07-2026, 4 PM
e.	Eligibility cum Technical bid opening	28-07-2026, 11.30 AM
f.	Physical Submission of Eligibility cum Technical Bid	On or before 29-07-2026, 11 am
g.	Financial bid opening	Will be informed to the eligible cum technically qualified bidders

Table 3: Critical Dates

3. Eligibility

Only the proposals of those bidders which meet the following eligibility criteria will be evaluated further for financial bid opening.

Sl.No.	Eligibility criteria	Document to be provided
1.	Public Sector Undertaking /Government Organizations etc.	Certificate of incorporation or 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 60 (Sixty) Lakhs for the last three financial years.	a. Certificate of incorporation / registration b. Income tax returns/audited financial statements along with balance sheets duly authenticated by the CA for the last three financial years.

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3.	Experience: The entity should have at least 3 (three) years of experience in the field of maritime & allied sectors not limited to port operations, shipbuilding & repair, logistics & warehouse, oil & gas, marine tourism & cruises as well as other relevant maritime related activities.	Copy of work orders / Agreements / Completion Certificates / permits / licenses of the Project from concerned government authorities/ client which should clearly indicate the nature of the project along with start date and end date.
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Table 4: Eligibility Criteria

4. Documents Comprising the Tender Document

Sl.No.	Particular	Sections
a.	Notice Inviting tender	Section I
b.	Terms of Reference	Section II
	Particular	Forms
a.	Check List	Form 1
b.	Declaration	Form 2
c.	Details of Applicant	Form 3
d.	Financial Bid (Price Schedule)	Form 4
	Particular	Annexure
a.	Lease Agreement	Annexure

Table 5: Tender Documents

5. Submission and Opening of Proposals

a. The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal **www.etenders.kerala.gov.in** comprising the following documents along with supporting documents as appropriate:

(i) Eligibility cum Technical Bid

- Signed copy of all pages of the tender
- Form 1: Check list
- Form 2: Declaration
- Form 3: Details of the Applicant
- Annexure: Lease Agreement
- Proof of Tender Fee & EMD paid
- Proof of Eligibility as mentioned in Table 4
- Any other supporting documents for the Eligibility Cum Technical Bid section

(ii) Financial Bid

To be uploaded as per format (as in **Form 4**) provided on the E- tender website.

Note: The Bidder should not submit a physical copy of the Financial Bid or mention the Price Bid anywhere in the Eligibility cum Technical Bid.

- Any deviation in submission of tender from the above manner shall be considered invalid tenders and will be rejected.
- The bidders should submit the physical bid (hardcopy printouts) on or before the prescribed time and date and address mentioned in the data sheet.
- Hardcopy submission of the financial bid is not permitted.**
- References, information, certificates and any tender documents from the respective bidder submitted in compliance of terms and conditions of the bid document should be

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- duly signed by the authorized signatory.
- f. Any bid received after the prescribed due date and time shall not be opened and summarily rejected.
 - g. 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. In case of consortium/JV, the combined Technical and Financial Capacity of the consortium/JV will be considered as part of the evaluation.
 - h. The Eligibility-cum-Technical Bid will be opened in the presence of the bidder/representatives of the bidders who prefer to attend, as per the schedule provided in the data sheet.
 - i. 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.
 - j. 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.
 - k. For any clarifications/queries the bidder may contact the officials or write to the email id as provided in the data sheet.
 - l. The bid submitted shall become invalid if,
 - i. the bidder is found ineligible.
 - ii. the Eligibility cum Technical bid contain any information that is likely to disclose the Bidders Financial Bid
 - iii. the Financial Bid is received physically
 - iv. the bidder does not submit all the documents as stipulated in the bid document.
 - v. if multiple bids are found in the name of same bidder.
 - vi. any discrepancy is noticed regarding the documents/credentials/proofs submitted.
 - m. KMB reserves the right not to accept any bids without assigning any reasons.

6. Evaluation of Tender

The bids received will be checked for responsiveness by verifying the tender documents submitted in the first cover (**Eligibility Cum Technical Bid**) for Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram. Only the responsive bidders who have submitted the documents in first cover will be evaluated whether the minimum eligibility criteria are met. The second cover (**Financial Bid**) of the eligible cum technically qualified bidders will only be opened.

a. Eligibility cum Technical bid stage:

The first stage is an eligibility cum technical bid stage in which the eligibility of the bidder is evaluated. The financial bid will not be opened at this stage. Bidder who does not meet the eligibility criteria will be rejected at this stage itself.

b. Financial Bid Stage:

The financial bid stage in which the monthly lease rent quoted by the eligible cum technically qualified bidders above the reserved monthly lease rent (**bid parameter**) are evaluated.

7. Selection of the Bidder

- a. The bidder submitting the highest monthly lease rent above the **reserved monthly lease rent** (*refer Data Sheet*) as per the financial bid proposal will be considered as **Successful Bidder**.
- b. The Successful Bidder must enter into a formal lease agreement upon submission of the Security Deposit. If they do not execute the lease agreement within days specified in the Letter of Intent (LOI), their Earnest Money Deposit (EMD) may be forfeited, and the Authority may at its discretion annul the tender process or release a fresh tender or the

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contract may be offered to the next highest bidder.

8. 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.

9. Tender Fee and Earnest Money Deposit (EMD)

- a. The Bidders shall furnish a Tender Fee of INR 2,760 + GST (Rupees Two Thousand Seven Hundred and Sixty plus GST), which is non- refundable.
- b. A Bidder is required to deposit, along with its Bid, an Earnest Money Deposit (EMD), of INR. 50,000 (Rupees Fifty Thousand only).
- c. The EMD of all unsuccessful bidders would be refunded within 30 days of finalization of the selection process (bidder selection).
- d. Bidders should ensure that the Tender Fee and the EMD are remitted in one single transaction and not separately. Such a single bank transfer shall be made by online Payment mode through the e-Payment facility provided by the e-tender system. Separate or split remittance of the Tender Fee and the EMD via bank transfer will not be accepted by the e-portal, resulting in rejection of the Bid.
- e. EMD in any other form shall not be allowed.
- f. The EMD shall be forfeited if:
 - i. the selected bidder fails to remit the Security Deposit and execute the lease 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.

10. 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.

11. Security Deposit

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 favor 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. 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. 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.

12. 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 the Annexure shall be signed within one month from the date of issue of LOI.

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 lease out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram.

3. PROJECT SITE

Location

Vizhinjam is a coastal town at the southern tip of Thiruvananthapuram and carries forward Kerala's maritime legacy. Known for its natural harbour and long-standing fishing traditions, Vizhinjam has always been a point of connection between local communities and the wider Arabian Sea. The Vizhinjam International Seaport has a prominent role in further shaping the maritime legacy of Kerala. This development places Vizhinjam at a very advantageous position and enhances the opportunities for the local population. Vizhinjam stands as a destination where tradition meets opportunity, offering both cultural depth and strategic importance.

Commercial Potential

The rapid rise of Vizhinjam International Seaport to the 83rd position globally in container handling underscores its emergence as a premier deep-water transshipment hub, with record throughput of over 1.57 million TEUs in its first year of operations. This growth signals strong opportunities for land parcels in close proximity, as the port continues to attract increasing vessel traffic and deliver world-class crane efficiency. These dynamics position the area as a high-potential commercial and investment destination, capable of supporting logistics, warehousing, hospitality, and allied industries.

Site Potential

The property or premise that is intended to provide on lease is located in the close vicinity of Vizhinjam International Sea Port, India's first deep water container transshipment port which is designed primarily to cater container transshipment besides multi-purpose and break bulk cargo operations. The Kovalam- Vizhinjam Port, which is a customs notified ISPS Level 1 port, situated 16 km south of Thiruvananthapuram district and is merely a 10 nm diversion from international east-west shipping route. The project site is well connected with road and rail travel facilities and

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with the advent of the Vizhinjam International Sea Port, the road/rail infra development is happening at a greater pace.

4. SITE & ASSET DETAILS

Sl. No	Particular	Details
1.	District/Taluk/ Village	Thiruvananthapuram/ Neyyattinkara/ Vizhinjam
2.	Buildings Available for use & Nature of Building	Transit Shed (Sheet Roof) <i>Note: The area marked in white in the sketch, including the Walkway and the Crew Change Facilitation Center, shall be reserved exclusively for the use of KMB.</i>
3.	Allotted Plinth Area for Lease in Sq.Metre	750 Sq.Meter (Approx)
4.	CRZ Category	CRZ II

Table 6: Site Details

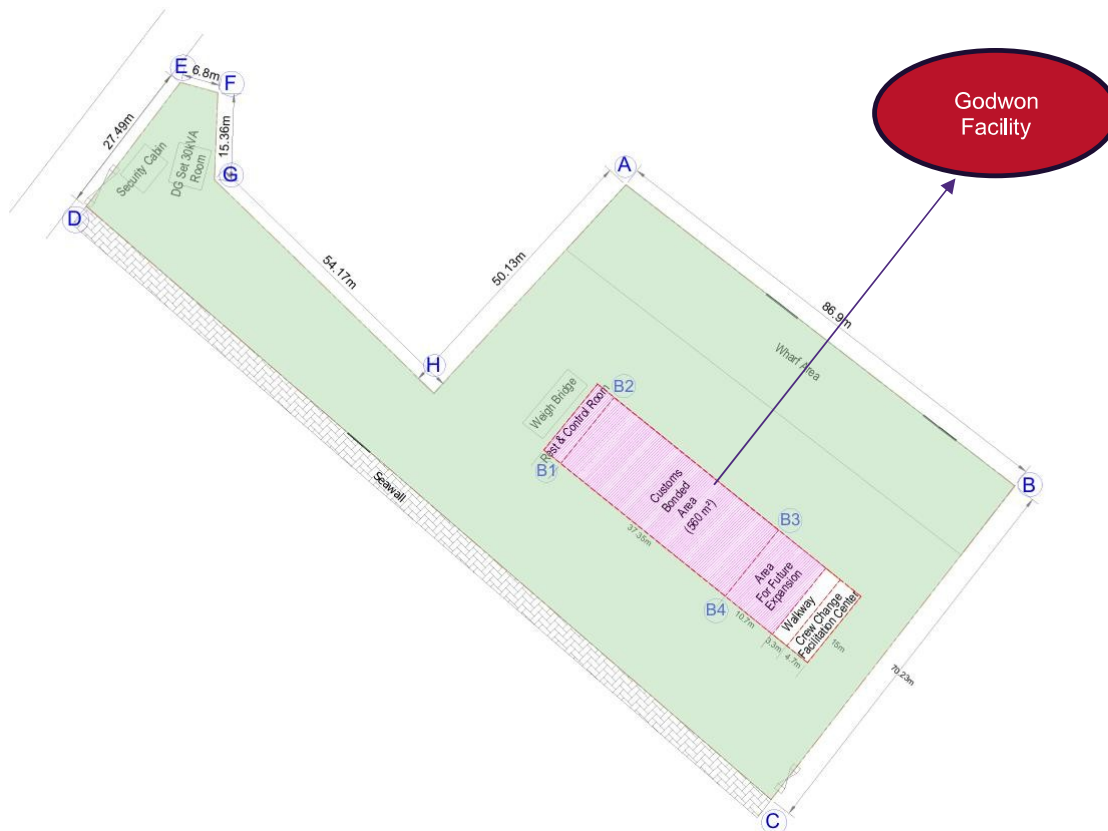


Figure 1: Site Sketch

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

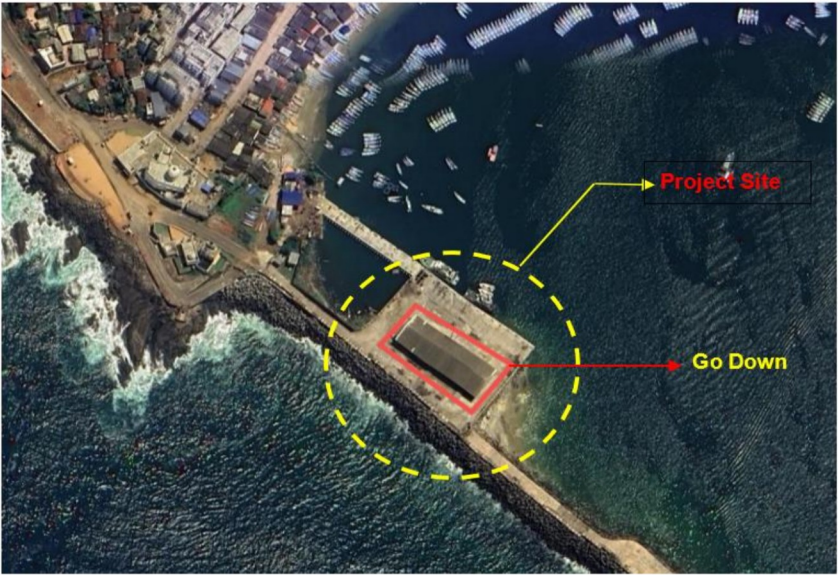


Figure 2: Project Site: Google Map



Figure 3: Seaward Wharf with Tugboat tied



Figure 4: View of Vizhinjam International Sea Port from Wharft



Figure 5: Godown Side View



Figure 6: Godown Front View

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Figure 7: Tug Boat Dhwani



Figure 8: Seaward Wharf



Figure 9: Inside view of Godown



Figure 10: Inside view of Godown



Figure 11: Crane

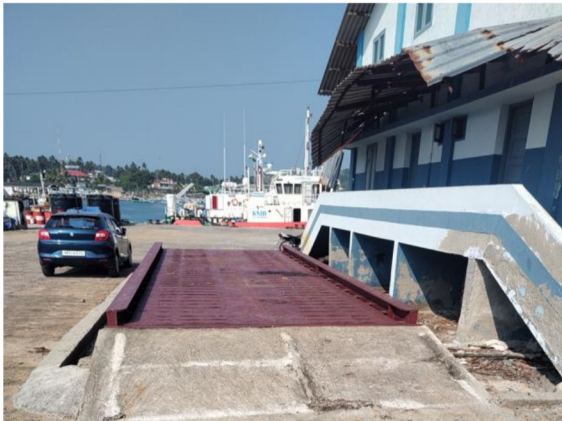


Figure 12: Weigh Bridge

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

Unique Advantages of the Sites

- Close proximity to Vizhinjam International Seaport
- Customs notified ISPS Level 1 status non-major port
- Well connected to road/rail/air
- Available assets for usage based on published port charge includes- Tug Boat, Crane, Weigh Bridge (60 Tonne), Wharf (85 Meter)

5. SCOPE OF TENDER

- a) 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.
- b) The Successful Bidder will be responsible for all the operational and maintenance 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.
- c) The Successful Bidder shall use the Property or Premise for its business purpose strictly in compliance with all existing Laws, wherever applicable by paying the quoted lease amount in the manner as prescribed in the tender and lease agreement. They shall be free to carry on with their business directly or through its associates, or as Joint Venture or by way of sub-leasing. However, all sub-leases shall be co-terminus with the original lease period as per the Lease Agreement or the earlier period.
- d) It may be noted that the Successful Bidder shall pay the applicable charges as per the rates published by the Government for using the facilities other than the said Property/Premise.

6. OTHER TERMS AND CONDITIONS

- a) 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.
- b) This bid document shall form a part of the contract agreement.
- c) 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.
- d) 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 e-tender website/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

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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: "Queries_ Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram".

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 with a copy to kmb.kerala@gmail.com.

Contact Person: **Mr Shine A Haq**

Designation: **Chief Executive Officer**

Contact Number: **9544410029 / 04712910040**

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 tender document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the e-tender portal/KMB website.
- d. Any such corrigendum shall be deemed to be incorporated into this tender. 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.

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12. COMPLETENESS OF RESPONSE (RESPONSIVE BID)

- a. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the tender documents carefully. Hardcopy submission of the bid / proposal shall be deemed to have been done after careful study and examination of the tender 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 tender.
 - Include all supporting documentations specified in this tender.
 - All pages of the Bid must be numbered and duly signed by the Authorized Signatory accompanied by a power of attorney/Board Resolution.

13. MONTHLY LEASE RENT

The Successful Bidder shall pay the quoted 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 as mentioned in the Data Sheet.

14. BID PRICES

The Bidder shall indicate in the BoQ/Financial Bid, the lease amount per month in INR to be provided to Kerala Maritime Board for the premises or property.

15. 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.

16. TENURE

The tenure (also referred to as Lease Period) of lease shall be for an initial period of 3 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 on year-on-year basis for maximum up to 5 years.

17. ESCALATION IN RENT

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

18. 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.

19. 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

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agreement and the Bidder shall not cancel, alter terms and conditions, or withdraw the offer during this period.

20. 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.

21. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify its bid after submission, by modifying its bid on the Etender Portal, till the Bid Due Date and any extension thereof. The procedure for modification of bids is provided on the e-Procurement System Portal. Bidders are advised to familiarize themselves with the online bid submission procedure.

Chief Executive Officer

Digitally signed by

Shine A Haq

Date: 09-06-2026

14:59:46

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

FORM 1: CHECK LIST

1) The first cover (**Eligibility-cum-Technical Bid**) for **Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram**” should contain the following tender documents.

- | | | |
|----|--|--------------------------|
| a. | Signed copy of all pages of the tender (<i>Form 4 not required</i>) | ☐ |
| b. | Form 1: Check list | ☐ |
| c. | Form 2: Declaration | ☐ |
| d. | Form 3: Details of the applicant | ☐ |
| e. | Annexure: Lease Agreement | ☐ |
| f. | Proof of EMD and Tender Fee paid | ☐ |
| g. | Proof of eligibility as mentioned in Table 4 | |
| | 1) For Public Organizations – A statement on the letter head of the department / company giving details about their organization. | ☐ |
| | 2) For private organizations | |
| | • Certificate of incorporation / registration | ☐ |
| | • Income tax returns/audited financial statements along with balance sheets duly authenticated by the CA for the last three financial years. | ☐ |
| h. | Any other supporting documents for the Eligibility Cum Technical Bid section including proof of Operations & Management. | ☐ |

2) The second cover (**Financial Bid**) which shall be submitted only through online in the e-tender portal should contain (*no hard copy submission is permitted*).

- | | | |
|----|---|--------------------------|
| a. | the financial bid in the format specified as in Form 4. | ☐ |
|----|---|--------------------------|

Kerala Maritime Board _ Tender for leasing out the godown facility at seaward wharf, Kovalam- Vizhinjam port, Thiruvananthapuram.

FORM 2: DECLARATION

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

Sub : Submission of tender for Leasing out the Godown facility at Kovalam-Vizhinjam Port, Thiruvananthapuram.

Sir,

I/We have read and examined the tender document (No.***** dated *****), terms and Conditions thereof and other documents and rules referred to in the tender document and all other contents in the tender 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 tender document.

I/We hereby declare that as per tender requirement, we have not been blacklisted/ debarred by any Central Government / State 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 have submitted the bid in the Proforma as downloaded directly from the e-tender portal.

I/We have checked no page is missing and all pages are available & that all pages of tender document submitted by us are clear and legible.

In case at any stage later, it is found there is difference in our downloaded tender documents from the original, KMB shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.

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 sign the lease agreed and occupy the property allotted to us within the 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.

Place:
Date:

**Signature of the Bidder
Seal of Bidder**

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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	
e.	Total Years of Experience	
f.	Relevant Years of Experience in Maritime & Allied Sector	
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 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) 2023-2024 (ii) 2024-2025 (iii) 2025-2026	
6.	Average Turnover last 3 financial years	
7.	Expected Usage of the Premise or Property	

Note:

1) Relevant documentary evidence as mentioned in Section I: Notice Inviting Tender, Clause 3: Eligibility (Refer Table 4) shall be submitted along with this Form.

2) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, then Bidder shall give an undertaking to this effect and shall provide the Audited Financial Statements/ Annual Reports for the immediate preceding financial year.

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FORM 4: PRICE SCHEDULE FINANCIAL BID

As per the BOQ format provided in the e-tender portal.

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ANNEXURE : 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 bid submitted 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

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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. **“Annual 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.

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2. GRANT OF LEASE

- 2.1. The LESSOR, in consideration of the lease 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.
- 2.5. The LESSEE agrees with the Lessor to pay the applicable charges as per the rates published by the Government for using the facilities other than the said Property or Premise.

3. CONDITIONS PRECEDENT

Condition Precedent for LESSOR

- 3.1. The LESSOR shall issue a Letter of Intent (LOI) to LESSEE, informing its 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.

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- 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

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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. **Annual Lease 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 annum 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 (month) 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 year.
- 6.2. **Escalation of Annual Lease Rent:** The annual 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% (... percent) 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 payments to authority 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

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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;

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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

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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: Incase 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

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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. Incase 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,

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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.

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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.

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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 :

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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

Digitally signed by
Shine A Haq
Date: 09-06-2026
15:00:19

Chief Executive Officer