

15 -ാം കേരള നിയമസഭ

3 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 5251

02-11-2021 - ൽ മറുപടിയ്ക്ക്

കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. വാണിജ്യ സമുച്ചയത്തിന്റെ പാട്ടക്കരാർ

ചോദ്യം		ഉത്തരം	
ശ്രീ. ടി. ജെ. വിനോദ്, ശ്രീ. സനീഷ്കുമാർ ജോസഫ്		Shri Antony Raju (ഗതാഗത വകുപ്പ് മന്ത്രി)	
(എ)	കോഴിക്കോട് മാവൂർ റോഡിലെ കെ.എസ്.ആർ.ടി.സി. വാണിജ്യ സമുച്ചയത്തിന്റെ പാട്ടക്കരാറുമായി ബന്ധപ്പെട്ട ട്രാൻസ്- എ2/217/2020 ഫയലിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ?	(എ)	ഫയലിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർത്തിരിക്കുന്നു.

സെക്ഷൻ ഓഫീസർ

അനുബന്ധം

File No. TRANS-A2/217/2020-TRANS

Govt. of Kerala

Kerala
TRANS
Transport (A)

SUBJECT

Main Category : General

Sub Category :

Description : Transport - KTDFC- Letter of Provisional Allotment to tenants of space allotted through e-tender in KSRTC Bus Terminal cum shopping complex at Kozhikode-reg.

OTHER DETAILS

Language : English

Remarks :

Receipt No : 4761980/2020/TRANS(OS)

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED

A Government of Kerala undertaking

(A Non Banking Financial Company registered under Reserve Bank of India)



Regd. Office : Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695 014

Tel : 0471 - 232 6883, 232 7881, 232 7882, 232 1144, Fax : 0471-232 6884

E-mail : mail@ktdfc.com, Web : www.ktdfc.kerala.gov.in, CIN : U 65923 KL 1991 SGC005985

No.KTDFC/BOTP/KKD/SM/301/2018

19/11/2020

To

The Principal Secretary
Transport (A) Department,
Government Secretariat
Thiruvananthapuram



Sir

Sub: Request for permission for issue of "Letter of Provisional Allotment" to tenants of space allotted through e-tender in KSRTC Bus Terminal cum Shopping Complex, Kozhikode - declaration of the Model Code of Conduct in connection with the Election to Local Self Government Institutions.-Exemption – reg

Ref: Government Order No. Cdr4/154/2020/GAD dated 10/11/2020

I am inviting your kind attention to the above captioned subject and reference. KTDFC had invited e-Tender as per notification No.KTDFC/BOTP/KKD/SM/301/2018 dtd. 06/10/2020 (Copy enclosed) for allotment of commercial spaces (Kiosks) in the Ground Floor at KSRTC Bus Terminal cum shopping Complex , Kozhikode . e-Tenders were opened on 09/11/2020. Upon opening the e-tenders, KTDFC got highest offers for 5 Kiosks at the rates mentioned below.

Kiosks No	Area (Sq. Ft.)	Security Deposit (Rs)	Monthly Rent Offered (Rs.)
G-1	88.77	2602962	144609
G-2	92.81	2672928	148496
G-3	76.83	1866978	103721
G-4	71.34	2311362	128409
G-5	92.67	2535444	140858
Total	422.42	11989674	666093

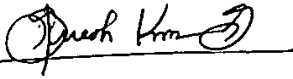
Continued.....2

Branches : Thiruvananthapuram - 695 014, Phone : 0471-233 1904, E-mail : tvpbranch@ktdfc.com, Thiruvalla - 689 101, Phone : 0469-260 2799, E-mail : tvlabranch@ktdfc.com,
Emakulam - 682 018, Phone : 0484-239 5798, 239 5806, E-mail : ekmbbranch@ktdfc.com, Thrissur - 680 001, Phone : 0487-2323 388, E-mail : tsrbranch@ktdfc.com,
Kozhikkode - 673 001, Phone : 0495 272 4750, E-mail : kkdbranch@ktdfc.com

Receipt No : 4761980/2020/TRANS(OS)

From the above table, it can be seen that the aggregate of offered Security Deposit comes to Rs.1,19,89,674/- and offered Monthly Rent comes to Rs.6,66,093/-. As per the tender conditions, the selected tenderer has to pay the Security Deposit with in 45 days from the date of the Provisional Allotment Letter and there after to take the space. Considering the huge quantum of the amount involved, it is requested that the Government may be pleased to take steps to get sanction from the State Election Commission for issuing Provisional Allotment Letter to the selected tenderers.

Yours faithfully



General Manager
For Chairman and Managing Director

Encls:1.e-Tender document (Notification No.KTDFC/BOTP/KKD/SM/301/2018 dt.
06/10/2020)

2. copy of the Highest Financial Bid opened on 09/11/2020

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

Kerala Transport Development Finance Corporation Ltd

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

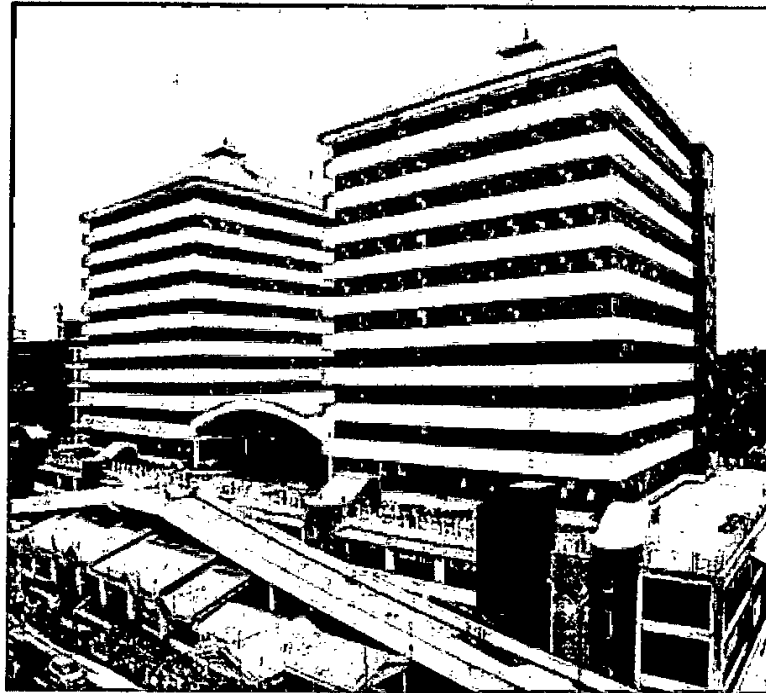
Trans Towers, 6th Floor, Vazhuthacaud, Thiruvananthapuram-14

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

e-TENDER DOCUMENT

Notification No. **KTDFC/BOTP/KKD/SM/301/2018**

Dated: 06.10.2020



e-Tender for allotment of Commercial Spaces (Kiosks)

,Ground Floor (Bus Stand) on lease in KSRTC Bus

Terminal cum Shopping Complex, at Kozhikode.

(As separate individual spaces unit (as specified in the Floor Plan Sketch attached)

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.***INDEX**

Sl No.	Items	Page No.
1	Introduction	3
2	e-Tender Notice	4
3	e-Tender for allotment of commercial spaces on lease in KSRTC Bus Terminal cum shopping complex at Kozhikode.	5
4	General Conditions for e-tender	6
5	Criteria for Allotment of Space	11
6	How to participate in the e-Tender	13
7	The Method for submission of e-Tenders	14
8	Opening of e-Tenders	15
9	Further Terms and Conditions of e-Tender for allotment of commercial spaces on lease in KSRTC Bus Terminal cum shopping complex at Kozhikode.	17
10	Declaration	29
11	List of documents to be uploaded.	30
Annuxure-I	Rentable Area Details	
Annuxure-II	Floor Plan Sketch	
Annuxure-III	Malayalam instruction to tenderers (abridged version)	

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

INTRODUCTION

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

With a view to augment non-operational income of KSRTC, the Government of Kerala entrusted KTDFC to construct Bus Terminal cum Shopping complexes at certain KSRTC Bus Station locations on BOT basis, including one at Kozhikode. KTDFC accordingly constructed the new KSRTC Bus Terminal Cum Shopping Complex at Kozhikode on BOT basis by utilizing its own funds. KTDFC has to operate the project on BOT basis till the total project cost and its applicable interest is realized by the management of the commercial space by way of allotting the commercial space to the interested parties on lease or till by making any alternate arrangements for ensuring the realisation of the entire project cost and applicable interest by any other means. This tender is notified for allotting the commercial space as separate individual unit in the KSRTC Bus Terminal Cum Shopping Complex at Kozhikode.

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

Notification No. KTDFC/BOTP/KKD/SM/301/2018

Dated: 06.10.2020

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

Last Date and Time for the submission of E-Tender	on or before 06:00 pm on 05.11.2020
Opening of E-Tender	At the Head Office of KTDFC at 11:30 am on 09.11.2020
For lease as individual units (unit/segment wise as specified in the Floor Plan Sketch attached)	
a) Application Fee+ GST@18% + KFC@ 1% for individual units	Rs.2,000+ Rs.360+ Rs.20 = Rs.2380/- For each demarcated unit
Earnest Money Deposit for individual units(For each demarcated unit) (Space code number and area details to each demarcated unit space are detailed in the Rentable Area Details and Floor Plan Sketch attached)	
a) Rentable space with an area up to 500 sq.ft.	Rs. 25,000/- (For each demarcated unit)

Place: Thiruvananthapuram
Date: **06.10.2020**

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

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

e-Tender for allotment of Commercial spaces (Kiosks) on lease in KSRTC Bus Terminal cum Shopping Complex, Ground Floor (Bus Stand) at Kozhikode.

Competitive e-tenders are invited by Kerala Transport Development Finance Corporation Ltd (KTDFC) for the allotment of the commercial space (Kiosks) on lease in the Hi-tech KSRTC Bus Terminal Complex at Kozhikode as separate individual unit suitable for business purpose , on rent specified in the Floor Plan Sketch (Annexure - II) on lease as per the terms and conditions mentioned herein. The tenders are to be submitted by e-tendering process through online e-procurement system of the Government of Kerala (website: <https://www.etenders.kerala.gov.in>). Applicant shall apply and pay the specified application fee + GST + KFC (Rs.2,380/-) and Rs. 25,000-(Rupees Twenty Five Thousand only) as Earnest Money Deposit (EMD) for participating in the e-Tender (as specified in the tender schedule) through online as per the directions in the e-procurement portal. Application fee will not be returned/ refunded in any circumstances whatsoever. The EMD will be applied in the manner mentioned herein after.

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

General Conditions for e-Tender:

This tender is an e-Tender and is being published online for the allotment of Commercial spaces (Kiosks) on lease in KSRTC Bus Terminal cum Shopping Complex, Ground Floor (Bus Stand) at Kozhikode as separate individual unit. The tender is invited in one cover system from the individuals, firms, etc. through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with the above mentioned e-procurement portal.

1. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on "www.cca.gov.in".

Once the DSC is obtained, bidders have to register on "www.etenders.kerala.gov.in" website for participating in this tender.

Website registration is a one-time process without any registration fees.

However, bidders have to procure DSC at their own cost.

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

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.***2. Online Tender Process:****The tender process shall consist of the following stages:**

- i. **Downloading of tender document:** Tender document will be available for free download on "www.etenders.kerala.gov.in". However, tender document fee and EMD shall be payable at the time of bid submission as stipulated in the Tender Schedule.
- ii. **Publishing of Corrigendum:** All corrigenda shall be published on "www.etenders.kerala.gov.in" and shall not be available elsewhere.
- iii. **Bid submission:** Bidders have to submit their bids along with supporting documents of their eligibility as required in this tender document on "www.etenders.kerala.gov.in". No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. **Opening of Bids :** Bids will be opened on the date and time mentioned in the Tender Schedule.
- v. **Financial Bid:** The Bidder shall complete the Financial bid as per format given for download along with this tender.

Note: The blank Financial bid should be downloaded and saved on bidder's computer without changing file-name, otherwise Financial bid will not get uploaded. The bidder should fill in the details in the

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

same file and upload the same back to the website.

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

The Bidder shall pay, a tender document fees of Rs. 2380/- for each space and Earnest Money Deposit as specified in the tender schedule as Rs.25,000/-. The EMD is required to protect the KTDFC against risk of Bidder's conduct, which would warrant the for forfeiture of security.

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

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

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

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

MOPS Gateway, where two options namely SBI and Other Banks* will be shown. Here, Bidder may proceed as per below:

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

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

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

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

4. SUBMISSION PROCESS:

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

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

Fee and EMD.

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

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

CRITERIA FOR ALLOTMENT OF SPACE:

The unallocated commercial spaces (Kiosks) of the project (specified and demarcated in the Rentable Area Details & Floor Plan sketch appended with this tender document as Annexure-I & II respectively) will be allotted on lease through e-Tender procedure as separate individual units. Each space specified in the 'Floor Plan Sketch' & 'Rentable Area Details' will be allotted to that tenderer who offers the highest Monthly Rent (at or above the rock bottom rent rates prefixed for the corresponding space as specified in the Annexure - I 'Rentable Area Details') in the tender to the satisfaction of KTDFC, subject to the condition that the successful tenderer shall also remit interest free Security Deposit @ 18 times of the offered rent upfront and further subject to the enhancement of offered monthly rent @ 15% on completion

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

of every three years of lease. Similarly common area expenses etc. as detailed in the Terms and Conditions of the tender, shall also be remitted by the lessee.

The amount quoted as monthly rent shall be at or above the rock bottom rent rates specified in the Annexure-I (Rentable Area Details) for the space quoted (If the highest amount of monthly rent offered for a particular space in the e-tender process is below the specified rock bottom rent rate, KTDFC shall have the right to cancel the tender process for the said space). In addition to the offered rent, the successful tenderer shall also remit the security deposit amount @ 18 times of the offered monthly rent. Similarly, offered monthly rent shall be enhanced @ 15% on completion of every three years. The space will be initially allotted on lease for a period of One year. If the allottee abides by the terms and conditions specified in this tender and the Lease Agreement and remits the agreed amounts punctually in time, they may, subject to the decision of KTDFC, be permitted to renew the Lease Agreement yearly, subject to a maximum period of **15 years** as per Terms and Conditions of this tender, at the sole discretion of KTDFC. The expenses to be incurred for the due execution of the Agreement of Lease, detailing the terms and conditions of Lease, shall also be borne by the Lessee. The Allottee shall abide by the terms and conditions specified in this tender and the lease agreement and shall remit the agreed amounts punctually in time. In case of necessity of registration of the lease agreement, if any, the said expenses shall also be borne by the Lessee.

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

HOW TO PARTICIPATE IN THE e-TENDER :

The tenderer shall record the amounts that it/ he/ she offers as monthly rent in the e-tender process. If it is found that there occurs inconsistency in the amounts quoted in figures and words, reliance will be given to the amount quoted in words. In the case of the separate individual spaces, space code shall also be specified (space codes, rock bottom rent, area and EMD details are provided in the Annexure-I 'Rentable Area Details'). Separate offers are to be submitted for each individual space as per the online procedure specified in the e-Tender process. **Evaluation will be based on the highest Monthly Rent at or above the rock bottom rent rates prefixed for the corresponding space (as specified in the Annexure - I 'Rentable Area Details') to the satisfaction of KTDFC. The tenderer who has been declared as satisfactorily quoted the highest rent as above, shall then be directed to remit interest free Security Deposit @ 18 times of the amount offered as rent and thereafter the lease deed will be executed detailing the terms and conditions of the lease and the space will then be handed over. The Lessee shall then be liable to promptly remit the agreed monthly rent, subject to the enhancement of the agreed rent @ 15% on completion of every three years of lease. If the offers in all or**

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

any of the tenders received are found not satisfactory on evaluation, KTDFC reserves the right to cancel all or any tenders without assigning any reasons whatsoever.

THE METHOD FOR SUBMISSION OF e-TENDERS:

- Applicant can apply for the spaces in the Project by recording his/its/her offer of (1) **monthly rent** through *online e-procurement system of the Government of Kerala* (website: www.etenders.kerala.gov.in). The detailed procedure for participating in the e-Tender (e-submission of bids online) are mentioned above as well as in the *website*: “ www.etenders.kerala.gov.in”.
- Applicant shall pay the specified application fee and EMD (as specified in the tender schedule) online as per the directions in the above *e-procurement portal*. Application fee will not be returned/ refunded in any circumstances whatsoever. The EMD will be applied in the manner mentioned herein after.
- The prospective tenderers are requested to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, (**on or before 06.00 pm 05.11.2020**) in order to avoid any delay or technical problem during the tender

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

submission process. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever.

- The prospective renderers are advised to read the e-tender document as well as the general instructions in the above *e-procurement portal* carefully before applying online.
- For any technical assistance or clarifications, prospective tenderers can contact *Kerala State IT Mission, e-Government Procurement PMU & Helpdesk, Uppalam Road, Statue, Thiruvananthapuram Tel: 0471 - 2577088, 0471 - 2577188, 0471 - 2577388 (On all Government working days from 9:30 am to 5:30 pm) E-Mail: "etendershelp@kerala.gov.in"*.

OPENING OF e-TENDERS:

Opening of e-tenders will commence at **11:30 am on 09.11.2020** at the **Head office of KTDFC**, in the presence of those tenderers or their authorised representatives whoever are present [In the case of a representative, a proper authorization letter of the tenderer shall be produced by the representative along with the ID proof of the representative with a self attested copy thereof].

Evaluation will be based on the highest offered Monthly Rent at or above

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

the rock bottom rent rates prefixed for the corresponding space (as specified in the Annexure - I 'Rentable Area Details') to the satisfaction of KTDFC. Each space will be so allotted to the best offer, if the same be found satisfactory and acceptable to KTDFC as above on evaluation. KTDFC reserves to itself the absolute right to cancel any tender if the offer(s) are not satisfactory on evaluation. A person intending to tender for more than one individual space shall submit separate offers for each space in the manner as provided in the e-tender process. Chairman & Managing Director, KTDFC shall have the right to cancel/ postpone/ extend the date(s) and time for submission/ opening of tenders. The decision of the Chairman & Managing Director, KTDFC on all matters arising out of this tender shall be final, conclusive and legally binding on all parties concerned.

Place: Thiruvananthapuram
Date: 06.10.2020

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

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

FURTHER TERMS AND CONDITIONS OF e-TENDER FOR ALLOTMENT OF RENTABLE SPACE ON LEASE IN KSRTC BUS TERMINAL CUM SHOPPING COMPLEX AT KOZHIKODE.

1. KTDFC shall not be liable for any failure in getting applied by the tenderer within the prescribed time for any reason whatsoever. Hence the prospective tenderers are advised to submit their tender online well in advance before the last date of the prescribed time period specified in the tender schedule, in order to avoid any delay or technical problem during the tender submission process.
2. In case the information submitted by the applicant is found to be incorrect/ false, at any stage, Tender of such party/ Agreement with such party will be rejected/ terminated at the absolute discretion of KTDFC.
3. Acceptance or non-acceptance of any tender shall rest with Chairman & Managing Director, KTDFC at his/ her discretion.
4. KTDFC reserves to itself the right to reject any or all the Tenders without assigning any reason thereof and/ or to call for any other details or information from any of the tenderers. The decision of the Chairman & Managing Director, KTDFC shall be final and binding on the tenderers.
5. Non-compliance with any of the conditions given in the e-tender document set may result in the rejection of Tender. The decision taken by KTDFC, at its absolute discretion, in this regard shall be absolute and binding.
6. Principal Project Consultant, KTDFC shall have the right to postpone/ extend the date(s) and time of submission/ opening of E-Tenders.
7. EMD and Application Fee shall be paid (the amounts are specified in the tender schedule) online as per the directions in the above *e-procurement portal*.

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

Application fee will not be returned/ refunded in any circumstances whatsoever.

The EMD will be applied in the manner mentioned herein after.

8. On acceptance of an offer, KTDFC will send a Letter of Provisional Allotment of space to the successful tenderer. Subsequently the Interest free Security Deposit @ 18 times of the offered monthly rent shall be remitted by the party within 45 days of the receipt of Letter of Provisional Allotment.
9. The Final Allotment Letter will be issued only after the compliance of the conditions of the tender with respect to the payment of Security deposit, etc. If the selected tenderer withdraws from the offer or fails to deposit the interest free Security Deposit, its/his/her EMD shall be forfeited.
10. The Final Allotment Letter will be issued to the successful tenderer on remittance of the entire Interest Free Security Deposit amount. The successful tenderer shall then execute an Agreement of lease (Lease Deed) incorporating all the terms and conditions, within 20 days of the final allotment letter, at its/his/her own expense. If the Tenderer fails to execute the agreement within the time fixed above, the allotment will be cancelled, forfeiting the EMD and 25% of the Interest Free Security Deposit with 18% GST , 1 % KFC and the space will be reallocated otherwise. The space will be handed over to the Allottee only on execution of the agreement of lease. The agreed monthly rent shall become payable with effect from the date of execution of Agreement .
11. The EMD of unsuccessful tenderers will be returned to the accounts of the concerned tenderers online. The EMD of the second and third highest offered tenderers will be returned only after the execution of lease Agreement with the successful tenderer. Application fee is not refundable. The EMD of the successful tenderer will be dealt with in mutually agreed manner.
12. The allotment of space will be made by KTDFC on the basis of the maximum financial return to the company, subject to the condition that the financial package so offered shall be satisfiable to KTDFC.

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

13. The lease period shall be initially for a period of One year. If the Lessee abides by the terms and conditions specified in this tender and the Lease agreement to be executed and remits the agreed monthly rent amount promptly, they may, subject to the decision of KTDFC, be permitted to renew the Lease Agreement yearly, subject to a maximum period of 15 years, at the sole discretion of KTDFC, subject to the enhancement of rent by 15% on completion of every three years of lease. If the lessee is willing to extend the lease period as above, but where it has been decided by KTDFC not to extend/ renew the lease, the Lessee shall give vacant possession of the space immediately on expiry of the lease period in the same condition as it was handed over to him/it/her, without challenging or disputing the decision of KTDFC. Similarly, after the completion of the said maximum period of 15 years, if allowed by KTDFC to be continued till the completion of that period in the manner mentioned above, any further renewal shall be at the absolute discretion of KTDFC even if the lessee abides by the terms and conditions specified in the tender and Lease Agreements and remit the agreed amounts promptly. Lessee cannot raise any right or claim in this regard. If it has been decided by KTDFC not to extend/ renew the lease thereafter, the Lessee shall give vacant possession of the space immediately on expiry of the lease period in the same condition as it was handed over to it/ him/ her. It/ He/ She shall not challenge or dispute the decision of KTDFC. Where it is decided to extend/ renew a lease, a fresh Agreement with the same conditions or with such other conditions as may be fixed by KTDFC from time to time shall be executed within the time specified and the period, rent, etc. of such renewal shall be as per the decision of KTDFC at its absolute discretion and right. Similarly the decision regarding the extension/ renewal of lease shall be at the sole discretion of KTDFC with such terms & conditions as may be decided from time to time.

14. If any variation is found in the measurement of the space to be allotted, on subsequent physical verification, the agreed monthly rent amount will be revised proportionately. However no revision will be allowed on the IFSD in such instances on variation of the area of space. Similarly the agreed monthly rent shall be paid in advance on or before the 15th day of every calendar month.

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

- 15.** Ten percentage (10%) of the monthly rent or such higher amounts as may be actually incurred, will be charged from the lessees as the Common Area Expenses and added to the bill for payment, every month. In addition to the monthly rent and Common Area Expenses, the lessees are also liable to pay the required GST, KFC, other taxes as are applicable from time to time, whether or not the responsibility for the payment of the same is bestowed upon the Lessor or Lessee.
- 16.** Over and above the amounts offered in the financial package payable, the Lessee is also liable to bear all the amounts required as GST, KFC other taxes as are applicable from time to time (except Land Tax, Building Tax and Property Tax for the Project Building), whether or not the responsibility for the payment of same is bestowed upon the Lessor or Lessee.
- 17.** Similarly if the Lessee retreats from the contract before the expiry of the tenure of the lease period, then, the lessee will be responsible for the financial loss to be incurred by KTDFC, till the successful subsequent allotment of space and the loss shall be recovered from any amount due to the lessee or if insufficient or absent, then by legal means against the lessee including actions as per the provisions of the Kerala Revenue Recovery Act. In this regard, it is specified that the Non – Interest Free Security Deposit made shall neither, under any circumstances whatsoever, be repaid to the Lessee for any reasons whatsoever, at any time during or on completion or premature termination of the lease, as the case may be, or thereafter nor the same can be claimed by the lessee to be adjusted against the financial loss occurred to KTDFC on the unilateral withdrawal by the lessee from the contract.
- 18.** Lessee shall use the space only for the purpose of conducting the business for which it is applied for and allotted. Change of the business other than the purpose for which the space was allotted, without prior permission of KTDFC, will result in the termination of the lease, at the absolute discretion of KTDFC.

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

19. No business prohibited by the Government or by Acts or Rules or detrimental to the interest of KTDFC or KSRTC will be allowed in the space under any circumstance. The Lessee and its/his/her employees shall have to take all required precautions to see that none of their actions within the allotted premises shall amount to violation of terms and conditions of lease, any rules and regulations or cause any nuisance or annoyance or inconvenience to others, passengers, functioning of KTDFC & KSRTC and their operations and general public.
20. Lessee shall not make or permit under any circumstance, any alteration or additions to the allotted space without obtaining prior written consent of KTDFC. If the Lessee is permitted to make any alterations or additions, it/he/she shall not be entitled to any compensation thereof. Similarly Lessee shall remove all such permitted alterations/ additions, if directed by KTDFC, at its/his/her own cost on the expiry/ termination of lease and handover the vacant possession of the leased premises to KTDFC in the same manner as it was handed over to it/ him/ her.
21. It is to be specifically noted that the the tender is invited on **AS IS WHERE IS WHAT EVER THERE IS** basis and without floor finishes and other interior finishes. These are to be done by Lessee at its own cost and expenses as per requirements and without causing any damage/ alteration to the structure. The verification of quality of construction, materials used for construction, plan, design, etc. shall be at the absolute responsibility of the tenderer. The prospective tenderers can visit the project during office hours before submitting e-tender. Since this tender is invited on 'as is where is whatever there is basis', it shall be the duty of the prospective tenderers to verify and ascertain the conditions of the space beforehand for which they intend to submit tender. It shall also be the responsibility of the tenderers to ascertain for which purposes the space can be utilized as well as to ascertain which are the spaces that can be utilized. Out of the total space specified in this e-tender document for lease, the tenderers shall verify that Building Numbers are available for all intended spaces for intended purposes. KTDFC shall not have any responsibility in this regard. Permission if any needed to do interior works, additional works, etc., from the date of execution of lease

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

agreement till its expiry shall be the absolute responsibility of the Lessee at its own expense. KTDFC shall not have any responsibility in this regard.

22. Lessee shall bear, pay and discharge all existing and future taxes, charges, assessment and out goings payable in respect of the allotted space including electricity, telephone, water charges, taxes, common area expenses, etc. from the date of allotment till the date of handing over of vacant possession of the space, back to KTDFC.

23. The Lessee shall at its own risk, cost and expenses make its own arrangements for taking electricity and water connection for the Lease Space including common area and Ancillary Facilities, from the Authority concerned for which KTDFC will provide necessary assistance. Prior permission of KTDFC shall be obtained for this and the layout of electric lines, pipelines, water tank, if any, etc. shall be done according to the advice and approval of the Authority and KTDFC.

24. The Lessee shall at its/ his/ her risk, cost and expenses make its/ his/ her own arrangements for taking water connection, electricity, etc. exclusively for the business, subject to feasibility, from the Authority concerned. Prior permission of KTDFC shall be obtained for this and the layout of pipelines, water tank, if any, etc shall be done according to the advice and approval of the Authority and KTDFC.

25. The Lessee shall pay all taxes in time including GST, KFC, TDS, TCS and Statutory Fees payable to the local bodies and fee/ subscription/ contribution payable to various Central/ State Authorities/ Departments like the EPF, etc., if any, as the case may be, during the period of Lease at its own cost and expense. Quarterly TDS Certificates in the prescribed forms under Income Tax Rules, 1962 or such other rules/ Law from time to time, evidencing the TDS remitted has to be furnished to KTDFC by the Lessee in time. Lessee shall indemnify KTDFC against any damage, expenses or loss of rent arising due to deduction of amounts as tax from rent or due to short payment of tax deducted from rent to Government. KTDFC shall not be responsible for any expenses that may be incurred by the Lessee due to any delay caused in the payment of taxes.

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

- 26.** The Lessee shall keep the Leased Space and premises clean at all times and shall make its own arrangements for proper disposal of garbage/ wastes. Otherwise, KTDFC will have the right to impose penalty. The Lessee is prevented from keeping or storing in or upon the space, petrol or any other goods of combustible, hazardous or explosive nature or goods/ items not permitted under law. The Lessee shall not have any other right over the Leased Space. The Lessee shall hand over the vacant possession of the Leased Commercial Space on completion of the lease period/ termination of lease. The Lessee shall not have any right to sell, mortgage, pledge, or in any way encumber or create any charge upon the Leased Space or the items in the Project or the Building in which the Leased Space is situated.
- 27.** That the project and the Building are being handled by KTDFC on BOT basis in the property owned by Kerala State Road Transport Corporation (KSRTC). KSRTC has the absolute right over the areas earmarked for its operations and to do all actions necessary for its operation. The Lessee shall not have any right to do any business, activities, etc. in the area earmarked for KSRTC. The business activities of the Lessee is strictly confined to the Leased Space so allotted as specified in the Rentable Area Details & Floor Plan Sketch (Appendix - I & II).
- 28.** That the Lessee shall remit monthly rent and all other amounts promptly in advance on or before the 15th day of every month and shall pay interest at the rate of 12% per annum on the belated payments of the amounts, if any.
- 29.** That the Lessee shall not cause or permit to do any act, which in the opinion of KTDFC, would disfigure and/ or damage the stability, life and strength of the Building. Lessee shall always keep the exterior and the interiors of the Leased Space in good and tenable condition and carry out necessary repairs and maintenance in time as may be directed by KTDFC.

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

30. The Lessee shall permit the Chairman & Managing Director or any authorised officers of KTDFC to enter the Leased Space and inspect the conditions thereto and do the necessary works and repairs at all reasonable times at the cost of the Lessee, if the lessee fails to do the same, whether or not such damages are caused due to the actions of lessee. The Lessee shall not use prohibited items and shall always try to have Eco-friendly measures adopted for the upkeep of the Leased Space and premises. The Lessee shall not conduct any businesses or operations which are against the Laws and Rules.
31. It is the responsibility of the Lessee to obtain required license or permission, if any, from the Local Self Governments concerned/ Government Agencies for running the business/ functioning of office in the Leased Space, if required.
32. KTDFC reserves the right to maintain a Project Maintenance Team for the due supervision of the Building.
33. That the Lessee shall be responsible to keep all open spaces and entrances to the premises and the Building free from any obstruction and the same shall be kept clean and tidy at all times. **No articles should be kept outside the Leased Space by the Lessee .**
34. The Lessee shall abide by the Terms & Conditions of the lease as detailed in this e-tender document, Lease Agreement to be executed and to be mutually agreed upon from time to time and rules in force. KTDFC shall at any time and from time to time be entitled to revise the terms and conditions by mutual consent.
35. Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC shall have the right to terminate the Lease forthwith and to take back the Leased Space. If anything is done by the Lessee or their employees, representatives, etc. contrary to or in violation of the conditions mentioned in this e-tender or lease agreement to be executed, considering the gravity of violation, after giving prior notice of 45 days in writing and communicated to the Lessee by Registered Post with acknowledgement due. Within the said period of 45 days, the Lessee shall give vacant possession of the space to KTDFC in the same condition as it was handed over to it without any claim or excuse. If Lessee fails to hand

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

over the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Lessee. If any loss, expense, damage, etc. is caused to KTDFC in this regard or on account of the actions, inactions, breach, negligence, violations, etc. of the Lessee of the Terms and Conditions of the Lease, the same will also be recovered from the amounts due to the Lessee, if any, and if the same is not sufficient/ if there be no such amounts, the amount/ balance amount will be recovered from the Lessee by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly KTDFC shall also have the right to recover any other amounts found due from the Lessee by taking recourse to the procedure above mentioned.

36. Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC also reserves the right to terminate the lease and to take back the vacant possession of the Leased Space if the Lessee commit any negligence, inadequacy of performance, violations, inactions, breach of terms, etc. of the provisions of this e-tender document or the lease agreement to be executed or act detrimental to the interests of KTDFC, in the opinion of KTDFC, or if it has been directed by the Government of Kerala to terminate the lease at any time for any reason whatsoever, by serving 45 days notice in writing, without payment of any compensation or damages. In such cases, the loss and damage caused to KTDFC, if any, will also be recovered from such terminated Lessee from the amounts if any due to the Lessee and if the same is not sufficient/if there be no such amounts, then by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. The Lessee shall always be fully responsible for any loss, damage, expenses, etc., if any, that may be caused to KTDFC due to any actions/ failure in taking actions on its/ Sub Lessee(s)' part in accordance with the terms of this e-tender document & lease agreement to be executed and such amounts shall also be recovered from the Lessee by taking recourse to the procedure above mentioned.

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

37.KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal Complex at Kozhikode in the land owned by KSRTC, on BOT basis, on the basis of the orders issued by the Government of Kerala. As per the Government Orders, KTDFC shall operate the Project on BOT basis till the total project cost spent by KTDFC along with its applicable interest is realised fully from the Project and thereafter to hand over the Project to KSRTC. Hence, notwithstanding anything, if any, to the contrary contained in any other clauses, if it has been directed by the KSRTC, at the time of handing over of the Project by KTDFC to KSRTC on realisation of the entire project cost and applicable interest or on handing over of the Project by KTDFC on making any alternate arrangements for ensuring the realisation of the entire project cost and applicable interest by any other means, in case the lease period is not completed at the time of such handing over, to terminate the lease, KTDFC reserves its right to terminate the lease by serving 45 days notice in writing, without payment of any compensation or damages. Within the said period of 45 days, the Lessee shall give vacant possession of the space to KTDFC in the same condition as it was handed over to it without any claim or excuse. If the Lessee fails to hand over the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Lessee. The Lessee shall be responsible for any loss, expense, damage, etc., if any, that may be caused to KTDFC in this regard. However if the Lessee and KSRTC/Government decide to continue the lease on mutual consent, the Lessee can continue the lease subject to the transfer of responsibility of the Lessee for the further payments of the agreed amounts to KSRTC or such other institution, strictly subject to the other conditions specified in this e-tender document and lease agreement to be executed. In such a scenario, the rights and responsibilities of KTDFC as the Lessor shall be transferred to KSRTC/Government, as if the Leased Space has been allotted by the latter.

38.In applicable cases, the Lessee shall give necessary provisions from the Leased Space allotted to it for arranging provisions in accordance with the necessary/ obligatory/ statutory Fire and Safety Standards.

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

- 39.** The breach/ violation by the Lessee of any of the conditions mentioned herein will lead to the termination of lease, at the absolute right and discretion of KTDFC. The breach, violation or non observance by Lessee of any of the terms and conditions of the lease and directions of KTDFC, may lead to the termination of lease considering the gravity of violation and taking back of vacant possession of the Leased Space by KTDFC, at its absolute right and discretion, from the Lessee without payment of any compensation or costs to anybody. As such, it is the absolute responsibility of the Lessee to supervise, control and ensure that all activities and businesses of the Leased Space are strictly confined to and in compliance of the terms and conditions of lease as detailed in this e-tender document and Lease Agreement to be executed. It shall be the absolute responsibility of Lessee to ensure the same. If any dispute occurs, the provisions of the Lease agreement to be executed between KTDFC and Lessee shall always prevail over the Agreements.
- 40.** The Lessee shall be fully responsible for the life and security of persons including the public in the Leased Space. The Lessee shall be responsible for the payment of compensation for any accidents, if any, that may occur in the Leased Space. Similarly, in case of necessity of making payment of compensation under the Workmen Compensation Act or under any law to any personnel engaged by the Lessee or Sub Lessee(s), if any, for any matters arising out of or in the course of employment under Lessee or Sub Lessee(s) or otherwise, the same shall be paid by the Lessee or Sub Lessee(s), as the case may be. KTDFC shall not have any responsibility in the above matters. If KTDFC has been directed by any authority to make any payment in the above matters, then such amount along with applicable interest shall be recovered by KTDFC from the Lessee.
- 41.** In case any additional facilities are required for running the intended business in the allotted space, the same can be provided by the Lessee without encroaching upon any other unallotted space, after getting statutory or other approvals as required, at its/his/her own risk and cost, subject to the prior written consent of KTDFC.

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

42. The term 'KTDFC' shall also include its authorised officers, representatives, administrators, successors, heirs, assigns & transferees of the Project, KSRTC and the Government of Kerala, if the circumstances so require.

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

44. In the event of any date(s) specified for opening of tenders being declared as a holiday for KTDFC, the due date(s) will be the following working day(s) without any change in time and place.

45. The words denoting one gender shall include other or both genders or firms or body corporates and singular shall include plural, wherever the context so requires/ permits.

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

47. Disputes if any, arising out of and/ or relating to this Tender shall be subject to the exclusive jurisdiction of Courts of competence in Thiruvananthapuram, Kerala.

Place: Thiruvananthapuram

Date: 06.10.202

Principal Project Consultant

Kerala Transport Development Finance Corporation Ltd

e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at Kozhikode.

DECLARATION

(The terms and conditions in the e-Tender Document including this declaration is deemed as accepted by the participating Tenderers upon submission of online bid)

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

*e-Tender Document Set - KSRTC Bus Terminal cum Shopping Complex at **Kozhikode**.*

LIST OF DOCUMENTS TO BE UPLOADED.

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

Place: Thiruvananthapuram

Date: 06.10.2020

Sd/-

Principal Project Consultant

Kerala Transport Development Finance Corporation Ltd

Receipt No : 4761980/2020/TRANS(OS)

Tender Inviting Authority: **KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LTD.**Name of Work: **Allotment of Commercial spaces(For KIOSK) on ground floor for lease in KSRTC Bus Terminal Complex,**Contract No: **KTDFC/BOTP/SM/e-Tender/KKD/301/2018, dated 06/10/2020.**

Name of the Bidder/ Bidding Firm / Company		HARIS K P					
FINANCIAL BID - (BOQ)							
<small>(This BOQ template must not be modified/ replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)</small>							
Sr. No.	Space Code No.	Area in Sq.ft	Units	Estimated Rate: Rack, Shelving monthly rent (in INR)	Quoted Carriage in INR / Other Currency	Offered Monthly Rate in Figures To be entered by the bidder (in INR) Rs. P. 3	TOTAL MONTHLY RENT IN Rupees
RENTABLE AREA DETAILS							
<small>Note: Area given is inclusive of thickness of walls</small>							
First Floor							
6	G1	88.77	<i>sq.ft</i>	71,016	<i>INR</i>	134,930	<i>INR One Lakh Thirty Four Thousand Nine Hundred & Thirty Only</i>
7	G2	92.81	<i>sq.ft</i>	74,248	<i>INR</i>	141,071	<i>INR One Lakh Forty One Thousand & Seventy One Only</i>
8	G3	76.83	<i>sq.ft</i>	61,464	<i>INR</i>	103,721	<i>INR One Lakh Three Thousand Seven Hundred & Twenty One Only</i>
9	G4	71.34	<i>sq.ft</i>	57,072	<i>INR</i>	108,437	<i>INR One Lakh Eight Thousand Four Hundred & Thirty Seven Only</i>
10	G5	92.67	<i>sq.ft</i>	74,136	<i>INR</i>	140,858	<i>INR One Lakh Forty Thousand Eight Hundred & Fifty Eight Only</i>

Receipt No : 4761980/2020/TRANS(OS)

Tender Inviting Authority: **KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LTD.**Name of Work: **Allotment of Commercial spaces(For KIOSK) on ground floor for lease in KSRTC Bus Terminal Complex,**Contract No: **KTDFC/BOTP/SM/e-Tender/KKD/301/2018, dated 06/10/2020.**

Name of the Bidder/ Bidding Firm / Company		M/s TASTIC LEAD POINT PVT. LTD.					
FINANCIAL BID - (BOQ)							
<small>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)</small>							
Sl. No.	Space Code No.	Area in Sq.ft	Units	Estimated Rate/ Rate/ Bidder's monthly rent (in INR)	Quoted Currency in INR / Other Currency	Offered Monthly Rent in Figures To be entered by the Bidder (in INR) R. P.	TOTAL MONTHLY RENT IN Words
RENTABLE AREA DETAILS							
<small>Note: Area given is inclusive of thickness of walls</small>							
First Floor							
6	G1	88.77	sq.ft	71,016	INR	144,609	INR One Lakh Forty Four Thousand Six Hundred & Nine Only
7	G2	92.81	sq.ft	74,248	INR	127,839	INR One Lakh Twenty Seven Thousand Eight Hundred & Thirty Nine Only
8	G3	76.83	sq.ft	61,464	INR	101,109	INR One Lakh One Thousand One Hundred & Nine Only
9	G4	71.34	sq.ft	57,072	INR	128,409	INR One Lakh Twenty Eight Thousand Four Hundred & Nine Only
10	G5	92.67	sq.ft	74,136	INR	130,809	INR One Lakh Thirty Thousand Eight Hundred & Nine Only

Receipt No : 4761980/2020/TRANS(OS)

Tender Inviting Authority: **KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LTD.**Name of Work: **Allotment of Commercial spaces(For KIOSK) on ground floor for lease in KSRTC Bus Terminal Complex,**Contract No. **KTDFC/BOTP/SM/e-Tender/KKD/301/2018, dated 06/10/2020.**

Name of the Bidder/ Bidding Firm / Company								ADHIL ROSHAN KT	
FINANCIAL BID - (BOO)									
<small>(This BOO template must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)</small>									
Sl. No.	Space Code No.	Area in sq.ft	Units	Estimated Rate/ Rate/ Bidder monthly rent (in INR)	Quoted Currency in INR/Other Currency	Offered Monthly Rent: In Figures To be entered by the Bidder (in INR) Rs.	TOTAL MONTHLY RENT IN Words		
1	RENTABLE AREA DETAILS								
2	Note: Area given is inclusive of thickness of walls								
3	First Floor								
4	G1	88.77	<i>sq.ft</i>	71,016	<i>INR</i>	142,032	<i>INR One Lakh Forty Two Thousand & Thirty Two Only</i>		
5	G2	92.81	<i>sq.ft</i>	74,248	<i>INR</i>	148,496	<i>INR One Lakh Forty Eight Thousand Four Hundred & Ninety Six Only</i>		
6	G3	76.83	<i>sq.ft</i>	61,464	<i>INR</i>	99,879	<i>INR Ninety Nine Thousand Eight Hundred & Seventy Nine Only</i>		
7	G4	71.34	<i>sq.ft</i>	57,072	<i>INR</i>	99,876	<i>INR Ninety Nine Thousand Eight Hundred & Seventy Six Only</i>		
8	G5	92.67	<i>sq.ft</i>	74,136	<i>INR</i>	129,738	<i>INR One Lakh Twenty Nine Thousand Seven Hundred & Thirty Eight Only</i>		

Receipt No : 4761980/2020/TRANS(OS)

Tender Inviting Authority: **KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LTD.**Name of Work: **Allotment of Commercial spaces(For KIOSK) on ground floor for lease in KSRTC Bus Terminal Complex,**Contract No: **KTDFC/BOTP/SM/e-Tender/KKD/301/2018, dated 06/10/2020.**

Name of the Bidder/ Bidding Firm / Company		M/s TASTIC LEAD POINT PVT. LTD.					
FINANCIAL BID - (BOQ)							
<small>(This BOQ template must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)</small>							
Sl. No.	Space Code No.	Area in Sq.ft	Units	Estimated Rate: Mark Bidding schedule rate (in : INR)	Quoted Carriage in INR/Other Currency	Offered Monthly Rent in Figures To be entered by the Bidder (in INR) Rs. P	TOTAL MONTHLY RENT IN In Words
RENTABLE AREA DETAILS							
<small>Note: Area given is inclusive of thickness of walls</small>							
First Floor							
6	G1	88.77	<i>sq.ft</i>	71,016	<i>INR</i>	144,609	INR One Lakh Forty Four Thousand Six Hundred & Nine Only
7	G2	92.81	<i>sq.ft</i>	74,248	<i>INR</i>	127,839	INR One Lakh Twenty Seven Thousand Eight Hundred & Thirty Nine Only
8	G3	76.83	<i>sq.ft</i>	61,464	<i>INR</i>	101,109	INR One Lakh One Thousand One Hundred & Nine Only
9	G4	71.34	<i>sq.ft</i>	57,072	<i>INR</i>	128,409	INR One Lakh Twenty Eight Thousand Four Hundred & Nine Only
10	G5	92.67	<i>sq.ft</i>	74,136	<i>INR</i>	130,809	INR One Lakh Thirty Thousand Eight Hundred & Nine Only

File No.TRANS-A2/217/2020-TRANS



GOVERNMENT OF KERALA

Transport(A) Department

Trans-A2/217/2020-Trans

08/02/2021, Thiruvananthapuram

From

Secretary to Government

To

Chairman & Managing Director,

K.S.R.T.C.

Chairman & Managing Director,

K.T.D.F.C

Sir,

Sub: Transport Department - Allotment of commercial spaces at
KSRTC Bus Terminal cum shopping complex ,
Kozhikode- Through e- Tenders-meeting on **12/02/2021** -
Intimation -reg:

I am to inform you that the Hon'ble Minister (Transport) desires to
convene a meeting to review the allotment of commercial spaces
at KSRTC Bus Terminal cum shopping complex , Kozhikode-
on **at 10.00.am on 12/02/2021** in the chamber of the Hon'ble Minister
(Transport). Kindly make it convenient to attend the meeting in time.

Yours Faithfully,

VIJAYASREE.K.S.

JOINT SECRETARY

For Secretary to Government.

File No.TRANS-A2/217/2020-TRANS

Approved for Issue,

Section Officer.

Copy to:

Ps to the Minister (Transport)

PA to the Secretary (Transport)

CA to the Joint Secretary (Transport)

File No.TRANS-A2/217/2020-TRANS

Meeting-Time Limit

**GOVERNMENT OF KERALA**

Transport(A) Department

TRANS-A2/217/2020-TRANS

10/02/2021,Thiruvananthapuram

UO Note

Sub: Transport Department – Allotment of commercial spaces at KSRTC Bus Terminal cum shopping complex , Kozhikode- Through e- Tenders -meeting on 12/02/2021-Intimation-reg:

The Hon'ble Minister (Transport) desires to convene a meeting to review the allotment of commercial spaces at KSRTC Bus Terminal cum shopping complex , Kozhikode- at 10.00.am on 12/02/2021 in his chamber. A competent Officer may be deputed for attending the meeting in time, as there are legal issues involved. Note for the meeting is also enclosed.

Yours Faithfully,
VIJAYASREE.K.S.
JOINT SECRETARY
For Secretary to Government.

Approved for Issue,

Section Officer.

File No.TRANS-A2/217/2020-TRANS

യോഗത്തിന്റെ കഠിപ്പ്

കെ . ടി . ഡി . എഫ് . സി - BOT അടിസ്ഥാനത്തിൽ നിർമ്മിച്ച കോഴിക്കോട് ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കുള്ള സ്ഥലം വാടകയ്ക്ക് നൽകുന്നതുമായി ബന്ധപ്പെട്ട് വിഷയം ചർച്ച ചെയ്യാനാണ് പ്രസ്തുത യോഗം വിളിച്ച് ചേർത്തിരിക്കുന്നത്

കെ . ടി . ഡി . എഫ് . സി - BOT അടിസ്ഥാനത്തിൽ നിർമ്മിച്ച കെ . എസ് . ആർ . ടി . സി - കോഴിക്കോട് ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കുള്ള സ്ഥലം ഒറ്റ യൂണിറ്റായി വാടകയ്ക്ക് നൽകുന്നതുമായി ബന്ധപ്പെട്ട് 05/08/2019- ലെ സ . ഉ . (കെ) നം . 41/2019/ ഗതാഗതം നമ്പർ സർക്കാർ ഉത്തരവ് പ്രകാരം ഇ - ടെൻഡറിൽ താരതമ്യേന ഉയർന്ന തുക രേഖപ്പെടുത്തിയിരുന്ന M/s. ആലിഫ് ബിൽഡേഴ്സിന് അനുവദിച്ചുകൊണ്ട് താൽക്കാലിക അലോട്ട്മെന്റിന് കത്ത് നൽകിയിരുന്നു . ടെൻഡറിൽ സമ്മതിച്ച Non Refundable deposit/ upfront payment തുകയായ 17 കോടി രൂപ , താൽക്കാലിക അലോട്ട്മെന്റ് കത്ത് ലഭിക്കുന്ന തീയതി മുതൽ 3 മാസത്തിനുള്ളിൽ KTDFC യുടെ അക്കൗണ്ടിൽ ഒടുക്കണമെന്നും നിർദ്ദേശിച്ചിരുന്നു . എന്നാൽ M/s Alif Builders Non Refundable deposit തുകയായ 17 കോടി രൂപ ഒടുക്കിയിട്ടുണ്ടായിരുന്നില്ല. ആയത് കൊണ്ട് Earnest Money Deposit/Security Deposit കണ്ടുകെട്ടി താൽക്കാലിക അലോട്ട്മെന്റ് റദ്ദാക്കിയശേഷം പുതിയ ഇ - ടെൻഡർ നടപടികൾ സ്വീകരിച്ചപ്പോൾ Earnest Money Deposit/Security Deposit തിരികെ നൽകുന്നതിനായി WP(c) No. 18007/2020 പ്രകാരം ബഹു,ഹെക്കോടതിയിൽ കേസ് ഫയൽ ചെയ്തു. എന്നാൽ പിന്നീട് M/s. ആലിഫ് ബിൽഡേഴ്സ് തങ്ങളുടെ താൽക്കാലിക അലോട്ട്മെന്റ് റദ്ദാക്കിയ നടപടി പുനഃപരിശോധിക്കണമെന്ന് ആവശ്യപ്പെട്ടിരിക്കുകയാണ്. പ്രസ്തുത വിഷയം ചർച്ച ചെയ്യാനാണ് യോഗം വിളിച്ച് ചേർത്തിരിക്കുന്നത്.

File No.TRANS-A2/217/2020-TRANS

Meeting-Time Limit

**GOVERNMENT OF KERALA**

Transport(A) Department

TRANS-A2/217/2020-TRANS

10/02/2021,Thiruvananthapuram

UO Note

Sub: Transport Department – Allotment of commercial spaces at KSRTC Bus Terminal cum shopping complex , Kozhikode- Through e- Tenders -meeting on 12/02/2021-Intimation-reg:

The Hon'ble Minister (Transport) desires to convene a meeting to review the allotment of commercial spaces at KSRTC Bus Terminal cum shopping complex , Kozhikode- at 10.00.am on 12/02/2021 in his chamber. A competent Officer may be deputed for attending the meeting in time, as there are legal issues involved. Note for the meeting is also enclosed.

To

Law Department .

Yours Faithfully,

VIJAYASREE.K.S.**JOINT SECRETARY**

For Secretary to Government.

Approved for Issue,
Signature valid

Digitally signed by Simimon J
Date: 2021.02.10 10:25:31
IST
Reason: Approved

Section Officer.

I/4288138/2021

File No. TRANS-A2/217/2020-TRANS

40

യോഗത്തിന്റെ കഠിപ്പ്

കെ . ടി . ഡി . എഫ് . സി - BOT അടിസ്ഥാനത്തിൽ നിർമ്മിച്ച കോഴിക്കോട് ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കുള്ള സ്ഥലം വാടകയ്ക്ക് നൽകുന്നതുമായി ബന്ധപ്പെട്ട് വിഷയം ചർച്ച ചെയ്യാനാണ് പ്രസ്തുത യോഗം വിളിച്ച് ചേർത്തിരിക്കുന്നത്

കെ . ടി . ഡി . എഫ് . സി - BOT അടിസ്ഥാനത്തിൽ നിർമ്മിച്ച കെ . എസ് . ആർ . ടി . സി - കോഴിക്കോട് ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കുള്ള സ്ഥലം ഒരു യൂണിറ്റായി വാടകയ്ക്ക് നൽകുന്നതുമായി ബന്ധപ്പെട്ട് 05/08/2019- ലെ സ . ഉ . (കെ) നം . 41/2019/ ഗതാഗതം നമ്പർ സർക്കാർ ഉത്തരവ് പ്രകാരം ഇ - ടെൻഡറിൽ താരതമ്യേന ഉയർന്ന തുക രേഖപ്പെടുത്തിയിരുന്ന M/s. ആലിഫ് ബിൽഡേഴ്സിന് അനുവദിച്ചുകൊണ്ട് താൽക്കാലിക അലോട്ട്മെന്റിന് കത്ത് നൽകിയിരുന്നു . ടെൻഡറിൽ സമ്മതിച്ച Non Refundable deposit/ upfront payment തുകയായ 17 കോടി രൂപ , താൽക്കാലിക അലോട്ട്മെന്റ് കത്ത് ലഭിക്കുന്ന തീയതി മുതൽ 3 മാസത്തിനുള്ളിൽ KTDFC യുടെ അക്കൗണ്ടിൽ ഒടുക്കണമെന്നും നിർദ്ദേശിച്ചിരുന്നു . എന്നാൽ M/s Alif Builders Non Refundable deposit തുകയായ 17 കോടി രൂപ ഒടുക്കിയിട്ടുണ്ടായിരുന്നില്ല. ആയത് കൊണ്ട് Earnest Money Deposit/Security Deposit കണ്ടുകെട്ടി താൽക്കാലിക അലോട്ട്മെന്റ് റദ്ദാക്കിയശേഷം പുതിയ ഇ - ടെൻഡർ നടപടികൾ സ്വീകരിച്ചപ്പോൾ Earnest Money Deposit/Security Deposit തീരികെ നൽകുന്നതിനായി WP(c) No. 18007/2020 പ്രകാരം ബഹു,ഹെക്കോടതിയിൽ കേസ് ഫയൽ ചെയ്തു. എന്നാൽ പിന്നീട് M/s. ആലിഫ് ബിൽഡേഴ്സ് തങ്ങളുടെ താൽക്കാലിക അലോട്ട്മെന്റ് റദ്ദാക്കിയ നടപടി പുനഃപരിശോധിക്കണമെന്ന് ആവശ്യപ്പെട്ടിരിക്കുകയാണ്. പ്രസ്തുത വിഷയം ചർച്ച ചെയ്യാനാണ് യോഗം വിളിച്ച് ചേർത്തിരിക്കുന്നത്.

Receipt No : 4980280/2021/(A) Trans

82/PS/2021/MT

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED

A Government of Kerala undertaking

(A Non Banking Financial Company registered under Reserve Bank of India)



Regd. Office : Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695 014

Tel : 0471 - 232 6883, 232 7881, 232 7882, 232 1144, Fax : 0471-232 6884

E-mail : mail@ktdfc.com, Web : www.ktdfc.kerala.gov.in, CIN : U 65923 KL 1991 SGC005985

NO.KTDFC/BOTP/KKD/TENDER/329/2019.

12/02/2021

Principal Secretary to Government,
Transport Department,
Government Secretariat,
Thiruvananthapuram.

Sub: Allotment of the commercial spaces at KSRTC Bus Terminal-
cum-shopping Complex as single unit by e-tender, Kozhikode- reg

Ref: 1. Tender Notification No.KTDFC/BOTP/KKD/SM/301/2018
dated 19/09/2018

2. G.O. (Ms) No.41/2019/Transport dated 05/08/2019

3. Lr No.TRANS-A2/70/2019-TRANS dated 30/01/2020

4 Notice No. Trans-A2/217/2020-Trans dated 08/02/2021

With respect to the references cited and the meeting held on 12/02/2021
on the above subject in Government, the Company would like to submit as
follows.

2) The attempts to allot commercial spaces at KSRTC Bus Terminal
cum shopping Complex, Kozhikode on e-tender basis has been continuing
from 2015. Four separate e-tenders have been conducted on single offer basis.
Based on the marketing strategies pursued, the highest offer recorded so far in
the 3rd round of tenders is as follows.

No.	Name	Financial Package Evaluated				
		Per Month Rent (Rs.)	Interest Free Security Deposit (₹.)	Ancillary Facilities (₹.)	Rent Enhancement	Rent Holiday
1	M/s. MAK Associates	Rs.50 Lakhs	RS.50 Crores (Non Refundable Deposit)	Nil	10 % every 3 years	18 Months

1

Branches : Thiruvananthapuram - 695 014, Phone : 0471-233 1904, E-mail : tnpbranch@ktdfc.com, Thiruvalla - 689 101, Phone : 0449-260 2799, E-mail : tlabranch@ktdfc.com,
Enakulam - 682 018, Phone : 0484-239 5798, 239 5806, E-mail : ekmbbranch@ktdfc.com, Thrissur - 680 001, Phone : 0487-2323 388, E-mail : trbranch@ktdfc.com,
Kozhikode - 673 001, Phone : 0495 272 4750, E-mail : kkbbranch@ktdfc.com

3) The above offer could not however be finalized due to several litigations and subsequent withdrawal of the highest offerer. Thereafter 4th round of tenders were invited on 19/09/2018. Details of highest returns received are hereunder.

No	Particulars	ALIF Builders (Highest)
1	E-Tender	Single Unit
2	Non-Refundable Deposit/ Upfront premium	Rs. 17 crores (Non-Refundable deposit)
3	Fixed monthly rent for the first 3 years	Rs. 43,00,000/- (Rupees Forty Three Lakhs Only)
4	Increase in rent by 10%	On completion of every 3 years
5	Ancillary facilities (Advertising, Pay & Park Facility, Pay & Use Toilet Facility)	Included in the single unit tender
6	Lease Period	30 years
7	Rent Holiday	18 month

4) Upon opening of the e-tender on 04/12/2018, the best offer on the NPV basis (at a Discounted Cash Flow of 0.83%) on wholesale letting, the total proceeds for 30 years is estimated to be Rs. 13,196 Lakhs. As on date, this is the best offer of the market has returned after 4 rounds of repeated tendering. The price discovered is best of seven discrete offers in four rounds. Finding the offer to be relatively beneficial, the Government as per G.O. (Ms) No.41/2019/Transport dated 05/08/2019 had accepted the offer from M/s. Alif Builders (hereafter the highest offer) and consequently KTDFC had issued Provisional Allotment letter on 21/08/2019.

5) However within the stipulated period the lease agreement to be provided to the tenderer could not be finalized and supplied to the highest offerer, as they had suggested some changes in the draft agreement conditions. These were under deliberation with/in Government. Subsequently on reporting the same, Government directed as per Lr. No. TRANS-A2/70/2019-TRANS dt. 30/01/2020 to cancel the allotment and forfeit the Earnest Money Deposit furnished by the bidder M/s. Alif Builders and invite fresh tenders. Accordingly that decision was forwarded to the highest offerer M/s. Alif Builders. They have challenged it in the Honble High Court of Kerala as WPC No. 18007/2020 dt. 25/08/2020, and the writ is pending disposal.

6) The subsequent request of M/s. Alif Builders received dated 17/09/2020 for re-allotment of the Bus Terminal Complex, Kozhikode after recalling the order of cancellation has also been forwarded to Government on 21/10/2020 and under consideration there.

7) Upon a consideration of the above, the company's considered view is that the highest offer in the 4th round tender from January 2019 reflects the then market rate of the lease rental prospects of the building. Subsequent to the receipt of this tender, the huge adverse impact of the Covid-19 with lock-down for more than six months has further depressed demand in real-estate market. Both Central and State Governments have issued separate revitalization packages to boost domestic consumption. Though retail tendering estimates of the same space is showing marginally higher NPV prospects (Rs. + 16 Crores estimates) taking up retail tendering transfers the burden of maintenance and the cost of repeat tendering advertisements and man power cost of the company in addition to litigation and complexities reducing potential net income. It will also extend over to 10 years from 2015.

8) On the submission of the highest offerer dated 19/09/2018 on the draft agreement conditions, KTDFC's view is that the part stating "*agreement could be unilaterally terminated on realisation of the entire project cost and applicable interest or on handing over of the project by KTDFC on making any alternate arrangements for ensuring the realisation of the entire project cost and applicable interest by any other means, in case the lease period is not completed at the time of such handing over, to terminate the lease, KTDFC reserves its right to terminate the lease by serving 45 days notice in writing, without payment of any compensation or damage*" needs to be reversed, as no firm offer would be received as the period of lease would be arbitrary. This condition also works against higher offer quote that will cause earlier closure of lease agreement. This may be withdrawn as requested as it is logical to do so.

9) On the tenderer's request KSRTC may also be a party to lease agreement, KTDFC has no objection doing in so limiting KSRTC's monetary rights to 50% of net income to be paid quarterly or adjusted against loan outstanding or interest as decided by directors of KTDFC as provided in the draft agreement.

10) Regarding the specific requirement of KSRTC for additional passenger amenities, transit accommodation, canteen, etc., a clause could be included in the agreement stating that the desired businesses in the building such as passenger amenities may be granted consequently by the lessee.

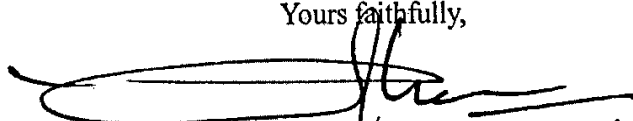
11) With respect to the remaining conditions in the nature of provision of design, plans, renewal of permits, etc. and no other parallel commercial activities in the terminal, are acceptable to KTDFC.

12) Therefore, taking all the above into consideration, KTDFC is of the view that the highest offer received in the competitive process so far, i.e., that of M/s. Alif Builders could be reconsidered by Government as the other alternative cause of action i.e., re-tendering against a definitely decelerating market demand and opting for retail tendering includes higher commercial risks and unpredictable outcomes as of now. The depreciation of the built structure will also increase by then.

13) As the committed expenditure (sunk cost) to KTDFC in the project is Rs 74.79 Crores, the NPV based return the present offer will pay back the investment in about 200 months of lease. Already the building has undergone 5 years depreciation at annual rate of 10% and committed capital expenditure with interest is 130 crores. If value is not fetched in subsequent tenders and with more depreciation, the prospects of recouping the capital and interest will turn even meagre. The offered lease rate offered works out to Rs.30/- sq. ft. (Rs. 43 lakhs per month for 1.44 lakhs sq. ft.) and is found relatively reasonable. The declined highest offered rate works out to Rs.36 per sq.ft.

14) Therefore it is requested that Government may be pleased to reconsider the offer of the highest commercial offer so far i.e., M/s. Alif Builders subject to their firmness on offered rates with the changes in the agreement and pass orders of review as found appropriate.

Yours faithfully,



Chairman and Managing Director

12.02.21

✓ Copy to: Private Secretary to Hon'ble Minister for Transport.

Receipt No : 4980280/2021/(A) Trans

URGENT**GOVERNMENT OF KERALA**

Transport (A) Department

30/01/2020, Thiruvananthapuram

No. TRANS-A2/70/2019-TRANS

From
Principal Secretary to Government

To

The Managing Director,
KTDFC, Trans Towers,
Thiruvananthapuram

Sir,

Sub: Transport Department - Allotment of the commercial space of KSRTC
Bus Terminal Complex, Kozhikkode - Reg

Ref: Your letter No.KTDF/BOTP/KKD/SM/301/2018 dated 30.11.2019.

Attention is invited to the reference cited. You are directed to proceed with forfeiture of Earnest Money Deposit/Security Deposit furnished by the bidder M/s ALIF BUILDERS for non compliance of tender conditions and to invite fresh tenders for the allotment of commercial space of KSRTC Bus Terminal Complex, Kozhikkode.

Yours faithfully,
K R JYOTHILAL
PRINCIPAL SECRETARY
For Principal Secretary to Government.

Approved for issue,

Section Officer.

K.T.D.F.C		
No. 1951		
Date 02-6-20		
ADMIN	BOT	FIN
FC	LEGAL	SRTO
CS	MIS	PS to MF
BR	OR	MD/GM

2/6/20

File No. TRANS-A2/70/2019-TRANS

ഭരണഭാഷ - മാതൃഭാഷ



കേരള സർക്കാർ

സംഗ്രഹം

K.T.D.F.C		
No. 5889		
Date 9-8-19		
ADMN	B	FIN
FD	LEGAL	SR
CS	MIS	PS to MD
BR	PR	MD/GM

ഗതാഗത വകുപ്പ് - ബി.ഒ.ടി അടിസ്ഥാനത്തിൽ കെ.റ്റി.ഡി.എഫ്.സി നിർമ്മിച്ച കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കായുള്ള സ്ഥലം ഒരു യൂണിറ്റായി വാടകയ്ക്ക് നൽകുന്നത് - ഇ ടെണ്ടറിൽ താരതമ്യേന ഉയർന്ന തുക രേഖപ്പെടുത്തിയ M/s ആലിഫ് ബിൽഡേഴ്സ് ടെണ്ടർ സ്ഥിരപ്പെടുത്തി നൽകുന്നതിന് അനുമതി നൽകിക്കൊണ്ട് - ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

ഗതാഗത (എ) വകുപ്പ്

സ.ഉ.(കൈ) നം.41/2019/ഗതാഗതം തീയതി, തിരുവനന്തപുരം, 05/08/2019

പരാമർശം:- 1 02.03.2015-ലെ സ.ഉ. (സാധാ) നം 105/2015/ഗതാഗതം നമ്പർ സർക്കാർ ഉത്തരവ്.

2 മാനേജിംഗ് ഡയറക്ടർ, കേരള ട്രാൻസ്പോർട്ട് ഡെവലപ് മെന്റ് ഫിനാൻസ് കോർപ്പറേഷൻ ലിമിറ്റഡിന്റെ 31.01.2019-ലെ KTDFC/BOTP/KKD/SM/301/2018 നമ്പർ കത്ത്

ഉത്തരവ്

ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ കേരള ട്രാൻസ്പോർട്ട് ഡെവലപ് മെന്റ് ഫിനാൻസ് കോർപ്പറേഷൻ ലിമിറ്റഡ് (കെ.റ്റി.ഡി.എഫ്.സി.) നിർമ്മിച്ച കേരള സ്പോർട്ട് റോഡ് ട്രാൻസ്പോർട്ട് കോർപ്പറേഷന്റെ (കെ.എസ്.ആർ.ടി.സി.) കോഴിക്കോട് ബസ് ടെർമിനൽ കോംപ്ലക്സ് കെട്ടിടത്തിന്റെ നിർമ്മാണ പ്രവൃത്തികൾ 26.03.2009-ൽ ആരംഭിക്കുകയും 19.03.2016-ൽ പൂർത്തീകരിക്കുകയും ചെയ്തിരുന്നെങ്കിൽ സി ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ സ്ഥലം വാണിജ്യ ആവശ്യങ്ങൾക്ക് ഒരു സിംഗിൾ യൂണിറ്റായി വാടകയ്ക്ക് നൽകുന്നതിനായുള്ള ടെണ്ടർ നടപടികൾക്ക് പരാമർശം (1) -ലെ സർക്കാർ ഉത്തരവ് പ്രകാരം അനുമതി നൽകിയിരുന്നു. സി സ്ഥലം വാടകയ്ക്ക് നൽകുന്നതിനായുള്ള ആദ്യ ടെണ്ടർ 29.04.2015 ൽ വിളിക്കുകയുണ്ടായെങ്കിലും ആരും പങ്കെടുത്തില്ല. തുടർന്ന്, 03.07.2015-ൽ രണ്ടാമത്തെ ടെണ്ടർ വിളിച്ചുവെങ്കിലും തുക നിശ്ചയിക്കാത്തതിനാൽ ടെണ്ടർ നടന്നില്ല. മൂന്നാമത്തെ ടെണ്ടറിൽ പങ്കെടുത്ത സ്ഥാപനം നോൺ-റീഫണ്ടബിൾ സെക്യൂരിറ്റി ഡെപ്പോസിറ്റ് കെട്ടിവയ്ക്കുകയുണ്ടായെങ്കിലും കോടതി കേസിനെ തുടർന്ന് ടെണ്ടർ റദ്ദാക്കപ്പെട്ടു. നാലാമത്തെ ഇ-ടെണ്ടർ 19.09.2018-ൽ വിജ്ഞാപനം ചെയ്യുകയും 04.12.2018-ൽ നടന്ന പ്രസ്തുത ടെണ്ടറിൽ രണ്ട് പേർ പങ്കെടുക്കുകയുണ്ടായി. ഇതിൽ M/s ആലിഫ് ബിൽഡേഴ്സ് സമർപ്പിച്ച ടെണ്ടർ താരതമ്യേന അഭികാമ്യമാണെന്ന് കെ.റ്റി.ഡി.എഫ്.സി യുടെ ഡയറക്ടർ ബോർഡ് വിലയിരുത്തുകയുണ്ടായി. PED Rule പ്രകാരം പ്രിൻസിപ്പൽ പ്രൊജക്ട് കൺസൾട്ടന്റ് കണക്കാക്കിയതനുസരിച്ച് കെട്ടിടത്തിന്റെ മാസ വാടക 33.88 ലക്ഷം (മുപ്പത്തിമൂന്ന് ലക്ഷത്തി എൺ പത്തിഎണ്ണായിരം രൂപ) രൂപയാണ്. M/s ആലിഫ് ബിൽഡേഴ്സ് ഇ-ടെണ്ടറിൽ വാഗ്ദാനം ചെയ്ത മാസവാടക 43 ലക്ഷം (നാൽപ്പത്തിമൂന്ന് ലക്ഷം രൂപ) രൂപയും Non-refundable deposit / upfront premium 17 കോടി (പതിനേഴ് കോടി രൂപ) രൂപയുമാണ്.

2. കോഴിക്കോട് ബസ് ടെർമിനൽ കോംപ്ലക്സ് നിർമ്മാണം 19.03.2016-ൽ പൂർത്തിയാക്കുകയും വാണിജ്യ ആവശ്യങ്ങൾക്കായുള്ള സ്ഥലം വാടകയ്ക്ക് നൽകുന്നതിനായി നാല് തവണ ടെണ്ടർ വിളിക്കുകയും ചെയ്തെങ്കിലും നിർമ്മാണം പൂർത്തിയായി മൂന്ന് വർഷങ്ങൾക്ക് ശേഷവും ടെണ്ടർ സ്ഥിരപ്പെടുത്തി നൽകുവാൻ

File No. TRANS-A2/70/2019-TRANS

കഴിഞ്ഞിട്ടില്ലായെന്നത് കെ.റ്റി.ഡി.എഫ്.സി.ക്കും കെ.എസ്.ആർ.ടി.സി.ക്കും കടുത്ത സാമ്പത്തിക നഷ്ടം ഉണ്ടാകുന്നതാണ്. ഫയർ എൻ.ഒ.സി. ലഭിക്കുന്നതിലെ തടസ്സം മൂലം ബസ് ടെർമിനൽ കോംപ്ലക്സിൽ മൾട്ടിപ്ലക്സ് സംവിധാനം ഇല്ലാത്തതിനാൽ കെട്ടിടം വാടകയ്ക്ക് നൽകുന്നതിലുള്ള വരുമാനത്തിൽ 50 ശതമാനത്തോളം കുറവ് ഉണ്ടാകുമെന്ന് കണക്കാക്കപ്പെട്ടിട്ടുണ്ടെന്നും, നോട്ട് നിരോധനത്തിനു ശേഷമുള്ള സാമ്പത്തിക സ്ഥിതി, space marketing-ൽ നിലനിൽക്കുന്ന മാന്ദ്യം എന്നിവ കൂടി കണക്കിലെടുക്കുമ്പോൾ ഒറ്റ യൂണിറ്റായി ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ സ്ഥലം വീണ്ടും ഇ-ടെണ്ടർ ചെയ്യുന്നത് തികച്ചും അനഭിലഷണീയമാണെന്നും ടെണ്ടറിൽ M/s ആലിഫ് ബിൽഡേഴ്സ് വാഗ്ദാനം ചെയ്ത തുക ഇപ്പോഴത്തെ സാഹചര്യത്തിൽ അഭികാമ്യമായതിനാൽ, മേൽ വസ്തുതകൾ പരിഗണിച്ച് ആയതിന് അംഗീകാരം നൽകണമെന്നും കെ.റ്റി.ഡി.എഫ്.സി.യുടെ മാനേജിംഗ് ഡയറക്ടർ പരാമർശം (2) പ്രകാരം സർക്കാരിനോട് അഭ്യർത്ഥിച്ചു.

3. സർക്കാർ ഇക്കാര്യം വിശദമായി പരിശോധിച്ചു. ബി.ഒ.ടി അടിസ്ഥാനത്തിൽ കേരള ട്രാൻസ്പോർട്ട് ഡെവലപ് മെന്റ് ഫിനാൻസ് കോർപ്പറേഷൻ (കെ.റ്റി.ഡി.എഫ്.സി) നിർമ്മിച്ച കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കായുള്ള സ്ഥലം വാടകയ്ക്ക്, ഒറ്റ യൂണിറ്റായി, ഇ-ടെണ്ടറിൽ താരതമ്യേന ഉയർന്ന തുക രേഖപ്പെടുത്തിയ M/s ആലിഫ് ബിൽഡേഴ്സ് ടെണ്ടർ സ്ഥിരപ്പെടുത്തി നൽകുന്നതിന് കെ.റ്റി.ഡി.എഫ്.സി മാനേജിംഗ് ഡയറക്ടർക്ക് അനുമതി നൽകിക്കൊണ്ട് ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

(ഗവർണ്ണറുടെ ഉത്തരവിൻ പ്രകാരം)
കെ ആർ ജ്യോതിലാൽ
പ്രിൻസിപ്പൽ സെക്രട്ടറി

ചെയർമാൻ ആന്റ് മാനേജിംഗ് ഡയറക്ടർ, കെ.എസ്.ആർ.ടി.സി., ട്രാൻസ്പോർട്ട് ഭവൻ, തിരുവനന്തപുരം.

മാനേജിംഗ് ഡയറക്ടർ, കെ.ടി.ഡി.എഫ്.സി., ട്രാൻസ് ടവേഴ്സ്, വഴുതക്കാട്, തിരുവനന്തപുരം.

പ്രിൻസിപ്പൽ അക്കൗണ്ടന്റ് ജനറൽ (ആഡിറ്റ്), കേരള, തിരുവനന്തപുരം.
പ്രിൻസിപ്പൽ അക്കൗണ്ടന്റ് ജനറൽ (എ & ഇ), കേരള, തിരുവനന്തപുരം.
വിവര പൊതുജന സമ്പർക്ക വകുപ്പ് (ഔദ്യോഗിക വെബ് സൈറ്റിൽ പ്രസിദ്ധപ്പെടുത്തുന്നതിനായി)

നിയമവകുപ്പ്

ധനകാര്യ (PU-A 2/32/2019-Fin dated 21.05.2019)

പൊതുഭരണ (എസ്സ്.സി) വകുപ്പ് (24.07.2019 ലെ ഇനം നമ്പർ 3189 പ്രകാരം)

സ്റ്റോക്ക് ഫയൽ / ഓഫീസ് കോപ്പി

പകർപ്പ്:

ഗതാഗത വകുപ്പ് മന്ത്രിയുടെ പ്രൈവറ്റ് സെക്രട്ടറിക്ക്

ഗതാഗത വകുപ്പ് പ്രിൻസിപ്പൽ സെക്രട്ടറിയുടെ സി.എ.

ഉത്തരവിൻ പ്രകാരം

സെക്ഷൻ ഓഫീസർ

File No.TRANS-A2/217/2020-TRANS

**GOVERNMENT OF KERALA****Abstract**

Transport Department - Allotment of commercial space in Kozhikode Bus Terminal cum Shopping Complex , constructed under BOT Project to M/s. Alif Builders- Sanction accorded -Orders Issued .

TRANSPORT (A) DEPARTMENT

G.O.(Ms)No.8/2021/TRANS Dated,Thiruvananthapuram, 19/02/2021

Read 1 G.O.(Ms) No. 41/2019/Tran dated 05.08.2019.

2 Letter No.KTDFC/BTP/KKD/SM/301/2018 dated 21/08/2019 from the Chairman & Managing Director, KTDFC

3 Govt. Letter No. A2/70/2019-Trans. Dated 30/01/2020

4 Letter No. Nil dated 17/09/2020 from M/s Alif Builders

5 Letter No.KTDFC/BTP/KKD/SM/301/2018 dated 21.10.2020 from the Chairman & Managing Director, KTDFC

ORDER

The construction of the KSRTC Bus Terminal cum Shopping Complex under BOT in Kozhikode undertaken by the KTDFC was completed on 19.03.2016. Even though tender procedure started on 29.04.2015 to give the building as a single unit on rental basis by KTDFC, the procedure could not be completed as there was no participation in the first two tenders and the tenderer who quoted the higher rate in the third tender had withdrawn his offer. In the fourth tender notified on 19.09.2018, the tender submitted by M/s. Alif Builders Kozhikode was considered.

2. In the Government Order read as 1st paper above, permission was granted to the Chairman & Managing Director, KTDFC to accept the tender submitted by M/s. Alif Builders. In the letter read as 2nd paper above, M/s. Alif Builders was directed to remit Rs. 17 crore (Rupees Seventeen Crore only) in the account of KTDFC within ~~two~~ ^{three} months as Non Refundable Advance. But KTDFC could not supply the draft agreement. More over, M/s. Alif Builders did not remit the amount within the stipulated time. Hence, as per the letter,

File No.TRANS-A2/217/2020-TRANS

read as 3rd paper above, direction was given to the Chairman & Managing Director, KTDFC to cancel the tender. Challenging this direction, M/s.Alif Builders has filed W.P(C) No. 18007/2020 dated 25.08.2020, which is pending before the Hon'ble High Court. More over, M/s.Alif Builders has submitted a letter read as 4th paper above, requesting to review the decision to cancel the tender, but no decision is taken so far.

3. The Chairman & Managing Director, KTDFC as per the letter read as 5th paper above, has requested to review the Government decision to cancel the tender of M/s.Alif Builders on the following grounds:

(i) The situation of agreement arose in the fourth tender. The building was completed five years ago. The amount offered by M/s.Alif Builders is found reasonable in the wake of Covid 19 and its negative impact in the real estate field.

(ii) Since a case is pending in the Hon'ble Court, there would cause delay in re-tender and the maintenance of the building during the period has to be done by KTDFC, which causes further financial loss to KSRTC and KTDFC.

(iii) The changes sought by M/s. Alif in the draft agreement circulated are reasonable and do not cause any financial loss to KTDFC.

Therefore, taking all the above into consideration, KTDFC is of the view that the highest offer received in the competitive process so far, i.e., that of M/s. Alif Builders could be reconsidered by Government as the other alternative cause of action i.e., re-tendering against a definitely decelerating market demand and opting for retail tendering includes higher commercial risks and unpredictable outcomes as of now. The depreciation of the built structure will also increase by then. As the committed expenditure (sunk cost) to KTDFC in the project is Rs 74.79 Crores, the NPV based return in the present offer will pay back the investment in about 200 months of lease. Already the building has undergone 5 years depreciation at annual rate of 10% and committed capital expenditure with accrued interest is 130 crore. If value is not fetched in subsequent tenders and with more depreciation, the prospects of recouping the capital and interest will turn even meagre. Maintenance expenses will fall on KTDFC in the period. The offered lease rate offered works out to Rs.30/sq. ft. (Rs. 43 lakhs per month for 1.44 laths sq. ft.) and is found relatively reasonable. The declined highest offered rate works out to Rs.36 per sq.ft. Therefore it is requested ~~that Government may be pleased~~ to reconsider the offer of the highest commercial offer so far i.e., M/s. Alif Builders subject to their firmness on offered rates with the changes in the agreement and pass orders of review as found appropriate.

4. In the earlier tenders the Non-Refundable deposit was Rs. 50 Cr. In this fourth tender, only Rs.17 Cr has been offered by M/s.Alif Builders. In the earlier tender Rs. 36/sq.ft was obtained and now it is only Rs.30/sq.ft (for 1.44 sq.ft area) ~~(Repeating point 3 only)~~

File No. TRANS-A2/217/2020-TRANS

5. The Government have examined the proposal of the Chairman & Managing Director, KTDFC in detail and hereby cancel the direction issued in Government letter read as 3rd paper above and grant permission to the Chairman & Managing Director, KTDFC for allotting commercial space in Kozhikode Bus Terminal cum Shopping Complex constructed under BOT project, to M/s. Alif Builders, at a non- refundable deposit of Rs.17 crore(Rupees Seventeen Crore only) and @ Rs. 30/ sq.ft totalling to Rs. 43 lakh per month, subject to the following conditions:

(i). The sanction shall be subject to the final outcome of the Writ Petition no WP(C) 18007/2020 filed by M/s Alif Builders, Kozhikode before the Hon'ble High Court.

(ii). A tripartite agreement between KSRTC, KTDFC and M/s Alif Builders shall be entered into, to protect the interests of the KSRTC in respect of:

(a) Annuity payable to the KSRTC as per agreement.

(b) Period in which the land and the assets created will be returned to the KSRTC

(c) Any other relevant clauses of the BOT agreement.

By *[Signature]* of the Governor
BIJU PRABHAKAR
 SECRETARY

To:

The Chairman& Managing Director, KSRTC

The Chairman& Managing Director, KTDFC.

M/s Alif Builders, Kuniyl Kavu Road, Kozhikode -673 001

The Principal Accountant General (Audit), Kerala, Thiruvananthapuram.

The Accountant General (A & E), Kerala, Thiruvananthapuram.

The GA(SC) Department vide item no. 4777 dated:17/02/2021

Finance Department

The Director, I&PRD (For information and uploading in official website)

Stock File /Office Copy

Receipt No : 5016729/2021/TRANS(OS)

File No. TRANS-A2/217/2020-TRANS

Copy to: PS to Minister, Transport
PA to Secretary, Transport

Forwarded /By order
Signature valid

Digitally signed by Simimon J
Date: 2021.02.17 13:05:46 IST
Reason: Approved

Section Officer



GOVERNMENT OF KERALA

Abstract

Transport Department - Allotment of commercial space in Kozhikode Bus Terminal cum Shopping Complex, constructed under BOT Project to M/s. Alif Builders - Sanction accorded - Orders issued.

TRANSPORT (A) DEPARTMENT

G.O.(Ms) No: 8/2021/TRANS

Dated, Thiruvananthapuram: 19.02.2021

- Read: - 1. G.O.(Ms) No. 41/2019/Tran dated 05.08.2019.
 2. Letter No. KTDFC/BOTP/KKD/SM/301/2018 dated 21.08.2019 from the Chairman & Managing Director, KTDFC.
 3. Government letter No. A2/70/2019-Trans dated 30.01.2020.
 4. Letter No. Nil dated 17.09.2020 from M/s. Alif Builders.
 5. Letter No. KTDFC/BOTP/KKD/SM/301/2018 dated 21.10.2020 from the Chairman & Managing Director, KTDFC.

ORDER

The construction of the KSRTC Bus Terminal cum Shopping Complex under BOT in Kozhikode undertaken by the KTDFC was completed on 19.03.2016. Even though tender procedure started on 29.04.2015 to give the building as a single unit on rental basis by KTDFC, the procedure could not be completed as there was no participation in the first two tenders and the tenderer who quoted the higher rate in the third tender had withdrawn his offer. In the fourth tender notified on 19.09.2018, the tender submitted by M/s. Alif Builders Kozhikode was considered.

2. In the Government Order read as 1st paper above, permission was granted to the Chairman & Managing Director, KTDFC to accept the tender submitted by M/s. Alif Builders. In the letter read as 2nd paper above, M/s. Alif Builders was directed to remit Rs.17 crore (Rupees seventeen crore only) in the account of KTDFC within three months as Non Refundable Advance. But KTDFC could not supply the draft agreement. More over, M/s. Alif Builders did not remit the amount within the stipulated time. Hence, as per the letter, read as 3rd paper above, direction

was given to the Chairman & Managing Director, KTDFC to cancel the tender. Challenging this direction, M/s. Alif Builders has filed WP(C) No. 18007/2020 dated 25.08.2020, which is pending before the Hon'ble High Court. More over, M/s. Alif Builders has submitted a letter read as 4th paper above, requesting to review the decision to cancel the tender, but no decision is taken so far.

3. The Chairman & Managing Director, KTDFC as per the letter read as 5th paper above, has requested to review the Government decision to cancel the tender of M/s. Alif Builders on the following grounds:

(i) The situation of agreement arose in the fourth tender. The building was completed five years ago. The amount offered by M/s. Alif Builders is found reasonable in the wake of Covid 19 and its negative impact in the real estate field.

(ii) Since a case is pending in the Hon'ble Court, there would cause delay in re-tender and the maintenance of the building during the period has to be done by KTDFC, which causes further financial loss to KSRTC and KTDFC.

(iii) The changes sought by M/s. Alif in the draft agreement circulated are reasonable and do not cause any financial loss to KTDFC.

Therefore, taking all the above into consideration, KTDFC is of the view that the highest offer received in the competitive process so far, i.e., that of M/s. Alif Builders could be reconsidered by Government as the other alternative cause of action i.e., re-tendering against a definitely decelerating market demand and opting for retail tendering includes higher commercial risks and unpredictable outcomes as of now. The depreciation of the built structure will also increase by then. As the committed expenditure (sunk cost) to KTDFC in the project is Rs. 74.79 Crores, the NPV based return in the present offer will pay back the investment in about 200 months of lease. Already the building has undergone 5 years depreciation at annual rate of 10% and committed capital expenditure with accrued interest is Rs. 130 crore. If value is not fetched in subsequent tenders and with more depreciation, the prospects of recouping the capital and interest will turn even meagre. Maintenance expenses will fall on KTDFC in the period. The lease rate offered works out to

(Rs. 43 lakhs per month for 1.44 laths sq.ft.) and is found relatively reasonable. The declined highest offered rate works out to Rs.36 per sq.ft. Therefore it was requested Government to reconsider the offer of the highest commercial offer so far i.e., M/s.Alif Builders subject to their firmness on offered rates with the changes in the agreement and pass orders of review as found appropriate.

4. In the earlier tenders the Non-Refundable deposit was Rs. 50 crore. In this fourth tender, only Rs.17 crore has been offered by M/s. Alif Builders. In the earlier tender Rs. 36/sq.ft. was obtained and now it is only Rs. 30/sq.ft. (for 1.44 sq.ft. area)

5. The Government have examined the proposal of the Chairman & Managing Director, KTDFC in detail and hereby cancel the direction issued in Government letter read as 3rd paper above and grant permission to the Chairman & Managing Director, KTDFC for allotting commercial space in Kozhikode Bus Terminal cum Shopping Complex constructed under BOT project, to M/s. Alif Builders, at a non-refundable deposit of Rs. 17 crore (Rupees seventeen crore only) and @ Rs.30/ sq.ft. totalling to Rs. 43 lakhs per month, subject to the following conditions:

(i). The sanction shall be subject to the final outcome of the Writ Petition no. WP(C) 18007/2020 filed by M/s. Alif Builders, Kozhikode before the Hon'ble High Court.

(ii). A tripartite agreement between KSRTC, KTDFC and M/s. Alif Builders shall be entered into, to protect the interests of the KSRTC in respect of:

(a) Annuity payable to the KSRTC as per agreement.

(b) Period in which the land and the assets created will be returned to the KSRTC.

(c) Any other relevant clauses of the BOT agreement.

By order of the Governor
BIJU PRABHAKAR
Secretary to Government

To,
The Chairman & Managing Director, Kerala State Road Transport Corporation,
Thiruvananthapuram.

4

The Chairman& Managing Director, Kerala Transport Development Finance Corporation., Thiruvananthapuram.

M/s. Alif Builders, Kuniyl Kavu Road, Kozhikode - 673 001.

The Principal Accountant General (Audit), Kerala, Thiruvananthapuram.

The Accountant General (A&E), Kerala, Thiruvananthapuram.

The General Administration (SC) Department vide item no. 4777

dated:17/02/2021.

Finance Department

The Director, I&PRD (For information and uploading in official website)

Stock File /Office Copy

Copy to:- P.S. to Minister (Transport)

P.A. to Secretary (Transport)

Forwarded/By order



Section Officer

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED

A Government of Kerala undertaking

(A Non Banking Financial Company registered under Reserve Bank of India)



Regd. Office : Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695 014
 Tel : 0471 - 232 6883, 232 7881, 232 7882, 232 1144, Fax : 0471-232 6884
 E-mail : mail@ktdfc.com, Web : www.ktdfc.kerala.gov.in, CIN : U 65923 KL 1991 SGC005985
 No.KTDFC/BOTP/KKD/TENDER/329/2019

22/02/2021

To

Secretary to Government,
 Transport (A) Department,
 Government Secretariat,
 Thiruvananthapuram.

Sir,

Sub: Allotment of Commercial space of KSRTC Bus Terminal Complex, Kozhikode

- Ref:1.Lr No. Trans-A2/70/2019-Trans dated 23/10/2020 by the Principal Secretary \ Transport.
 2. This office Lr. No.KTDFC/BOTP/KKD/SM/301/2018 dated 30/11/2019.
 3.G.O. (Ms) No.8/2021/TRANS dated 19/02/2021

Kindly find enclosed draft of the proposed lease agreement with M/s.Alif Builders to be executed upon their furnishing stamp paper and other necessary documents. The changes advised by the Government as per letter No. Trans-A2/70/2019-Trans dated 23/10/2020 has been incorporated to the draft and the same may be approved by the Government for execution within the stipulated time.

Yours faithfully

Chairman and Managing Director

Encls:1. Corrected draft lease agreement to be executed with M/s.Alif Builders.(22 pages)

2. Lr No. Trans-A2/70/2019-Trans dated 23/10/2020 by the Principal Secretary Transport for incorporate changes in the proposed lease agreements (copy)

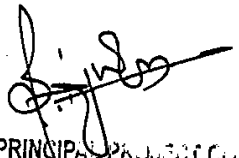
1

LEASE AGREEMENT

THIS AGREEMENT OF LEASE (hereinafter referred to as "Agreement") made on this the day of2021 at Kozhikode between (1) Kerala Transport Development Finance Corporation Limited, a Company fully owned by the Government of Kerala and registered under the Indian Companies Act, 1956 and having its registered office at Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram -14 (hereinafter referred to as 'the lessor / KTDFC' which expression shall, unless otherwise excluded by or repugnant to the context or meaning thereof, also include its successors-in-interest, heirs, authorised officers, representatives, administrators, executors, Transferees of the project , assigns , KSRTC and the Govt of Kerala) represented by its present Chairman & Managing Director, Sri..... (2) Kerala State Road Transport Corporation, a statutory Corporation incorporated under the Road Transport Corporation Act, 1950 and having its Head Office at Transport Bhavan, Fort, Thiruvananthapuram (hereinafter referred to as 'the KSRTC') represented by its present Chairman & Managing Director, Sri..... of the ONE PART.

and

M/s Alif Builders, Kuniyilkavu Road, Kozhikode -673001, a partnership firm registered under the Indian Partnership Act 1932 (hereinafter referred to as 'Lessee ' / Allotee' which expression shall, unless otherwise excluded by or repugnant to the context or meaning thereof, include its successors -in-interest, officers, representatives, administrators and executors), represented by its Sri..... of the


 PRINCIPAL PROJECT CONSULTANT
 KTDFCLtd

OTHER PART (wherever necessary, Lessor and Lessee will jointly be referred to as the 'Parties')

WHEREAS, KTDFC is a Non Banking Financial Company fully owned by the Government of Kerala engaged in various business activities including the business of undertaking and Financing projects for implementation under 'Build, Operate and Transfer" (BOT) or similar schemes.

AND WHEREAS KTDFC is in the Possession and enjoyment of the Bus Terminal cum Shopping Complex in 3.22 Acres of land owned by Kerala State Road Transport Corporation (KSRTC) constructed by KTDFC on BOT basis as per the Government Order No. G.O (MS) No.46/07/Tran dated 5.11.2007 subject to the terms and conditions vide G.O (MS) No.42/2007/Tran dated 25.10.2007 which shall form part of this Agreement as if incorporated herein, the provisions of which will be binding unless superceded by the provisions of this Agreement, comprised in SY Nos. 5.18.864/1, 5.18.866, 5.18.880/1B & 5.19.881/1 of Kasaba Village, Kozhikode Taluk (herein after called " KSRTC Bus Terminal cum Shopping Complex at Kozhikode ") .

AND WHEREAS the Government accorded sanction to KTDFC vide clause 13 of the G.O (MS) No.42/2007/Tran dated 25.10.2007 to generate rental income from the KSRTC Bus Terminal cum Shopping Complex at Kozhikode and whereas the Government vide Letter No. Trans-A2/70/2019-Trans dated 23-10-2020 forwarded the corrected draft lease Agreement.

AND WHEREAS KTDFC invited e-tender for the allotment of the Commercial space as specified in Annexure I 'Commercial Space area details' (mentioned as 'Rentable area details' in the tender document) and Annexure II 'Floor plan sketch' in the e-tender including ancillary facilities on lease as a Single unit vide e-tender Notification No.KTDFC/ BOTP/ KKD/


PRINCIPAL PRINCIPAL CONSULTANT
KTDFC/CLB

SM/301/2018 dated 19.09.2018, subject to the terms and conditions specified in the e-tender document (hereinafter called "tender document") which shall form part of this agreement as if incorporated herein and the terms and conditions mentioned therein shall be binding on the parties unless superceded by the provisions of this Agreement .

AND WHEREAS two bidders participated in the e-tender wherein M/s Alif Builders submitted bid by offering Rs. 17 Crores (Rupees Seventeen Crores Only) as non- refundable deposit/ upfront payment and Rs. 43 lakhs (Rupees Forty Three lakhs Only) as monthly rent with increase in rent by 10% on completion of every three years with a rent holiday of 18 months, for getting the commercial space specified in the annexure I and II of the Tender Document as well as the Ancillary Facilities on lease for 30 years as specified in the bid. The Ancillary Facilities are as specified in the Tender Document.

AND WHEREAS after evaluation of both two bids, Board of Directors of KTDFC in its 163rd meeting held on 22.01.2019 found that the highest offered bid of M/s Alif Builders is advantageous to KTDFC and decided to report the matter to Government for concurrence on the allotment of space and Ancillary Facilities on lease as single unit. After examining the matter, vide G.O (MS) No. 41/2019/ Transport dated 5.08.2019, Government accorded , sanction to the Managing Director , KTDFC to award the tender for allotment of the Commercial Space at KSRTC Bus Terminal Complex at Kozhikode as Single unit (area mentioned as per annexure I in tender document) on lease to Ms Alif Builders, Kuniyilkavu Road, Kozhikode -673001 as per the tender notification for 30 years.


PRINCIPAL OFFICER
KTDFC

AND WHEREAS KTDFC accordingly issued " Letter of Provisional Allotment of space" vide letter No. KTDFC/BOTP/KKD/SM/301/2018 dated 21.08.2019 to M/s Alif Builders, which shall form part of this Agreement as if incorporated herein and the terms and conditions mentioned therein shall be binding on the parties unless superceded by the provisions of this Agreement.

AND WHEREAS the Government of Kerala has vide G.O (P) No. 01/2016/Hsg dated 23.03.2016 (S.R.O No. 293/2016) exempted the KSRTC Bus Terminal Complex building at Kozhikode from all provisions of the Kerala Building (Lease and Rent Control) Act, 1965, under section 25 of the Kerala Buildings (Lease and Rent Control) Act ,1965, which shall form part of this Agreement as if incorporated herein.

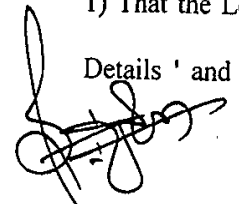
AND WHEREAS the Allottee remitted the Agreed Non- refundable deposit / Upfront Payment of Rs. 17 Crores on with applicable taxes.

AND WHEREAS, Final Allotment letter No. dated..... was accordingly issued by KTDFC to the Allottee, which shall form part of this Agreement as if incorporated herein , and the terms and conditions mentioned therein shall be binding on the parties unless superceded by the provisions of this Agreement .

AND WHEREAS it is necessary to execute and register an agreement of lease (Lease Deed) as per clause '9' of the Tender Document, detailing the terms and conditions of lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH as under:

- 1) That the Lease of the commercial space (as specified in the Annexure I – " Rentable Area Details ' and Annexure II "Floor Plan Sketch" in the Tender Document) and the Ancillary


PRINCIPAL PROJECT CONSULTANT
KTDFCLtd

Facilities of Pay & Park , Pay & Use Toilet facility in the Ground Floor, Advertisement , Housekeeping, Security Arrangement and General Maintenance of the KSRTC Bus Terminal Complex at Kozhikode including Electrical Maintenance (as specified in the Tender Document) shall be for a period of 30 years. (herein after referred to as " Leased Commercial Space ") with effect from..... (the date of execution of this lease deed), subject to remittance by the lessee of monthly lease rent of Rs. 43,00,000/- (Rupees Forty Three Lakhs Only) every month and further subject to the conditions mentioned herein including the conditions with respect to the enhancement of rent from time to time. A detailed Plan Sketch of the Leased Commercial Space showing the commercial spaces in the building including the parking area and the Ancillary Facilities, which are leased out to the lessee, is appended to this Agreement which shall form part of this Agreement. This lease is strictly confined to the Leased Commercial Space so specified . The commercial area which form the subject matter of this lease are situated in various floors of the KSRTC Bus Terminal Complex at Kozhikode as mentioned in the plan sketch, except the Ground Floor which is exclusively reserved for the operation of KSRTC and for KTDFC .

2) That all terms and conditions specified in the tender document shall strictly be adhered to by the Lessee . Any violation of the said terms and conditions will lead to the revocation of the Lease. The Non-Refundable Deposit/Upfront payment of Rs. 17,00,00,000/- (Rupees Seventeen Crores only) with applicable taxes remitted by the Lessee to KTDFC onshall be in the absolute ownership of KTDFC. The said Upfront Payment of Rs. 17 Crores or any portion thereof shall not under any circumstances whatsoever, be repaid to the Lessee for any reasons whatsoever at any time during or on completion or premature termination of the lease, as the case may be or thereafter. KTDFC has got absolute and unconditional ownership of the said


PRINCIPAL EXECUTIVE OFFICER
KTDFC Ltd

amount paid by the Lessee to KTDFC as a condition precedent for the allotment of the leased commercial space. The said amount is not linked with the duration of the lease.

3) That the monthly rent for the leased commercial space to be paid by the Lessee for the first three years will be Rs. 43, 00,000/-(Rupees Forty three lakhs only) plus GST as per rules. The rent and applicable taxes should be remitted to KTDFC's account before 7th day of every calendar month in advance.

4) That the agreed monthly rent shall be enhanced from time to time on completion of every three years of lease by 10% increase on the then prevailing rent. The rent holiday period of 18 months shall form part of the first three year period of lease. The lessee shall be liable to pay the enhanced monthly rent amount as above, after every three years of the lease without any demur or protest.

5) That the leased commercial space is handed over to the lessee on (date of execution of this lease deed), subject to the terms and conditions specified herein . The agreed monthly rent shall become payable with effect from the date of execution of Agreement, subject to rent holiday of 18 months quoted in the bid. Upon the execution and registration of this agreement of lease, Allottee will acquire the status of a lessee subject to the terms and conditions of the lease specified herein .

6) In case the information submitted by the lessee is found to be incorrect/ false, at any stage, this lease will be terminated at the absolute discretion of KTDFC.

7) That the lease period shall be for a period of thirty (30) years from (date of execution of this lease deed) subject to the condition that the lessee shall abide by the terms and conditions specified in the Tender Document and this lease agreement and shall make prompt remittance of


PRINCIPAL PROJECT CONSULTANT
KTDFCLtd

the amounts offered in the financial package including monthly rent . The lessee shall give vacant possession of the Leased Commercial Space (including Ancillary Facilities) immediately on expiry of the lease period/ termination of lease in the same condition as it was handed over to it/ him/ her, save the modifications in the building done if any after obtaining approval from KTDFC, without challenging or disputing the decision of KTDFC. Lessee cannot raise any dispute, right or claim in this regard. The lease will be terminated at any time if the Lessee violates any of the Terms and Conditions of the lease as mutually agreed upon and the conditions of the Tender Document and this Lease Agreement.

8) That the Leased Commercial Space is situated in various floors of the Bus Terminal Complex at Kozhikode except the ground floor (The ground floor is reserved for the operation of KSRTC and for KTDFC). The total commercial area offered is provisionally calculated as 328460.32 Sqft. (Including parking space) as specified in detail in the Rentable Area Details and Floor Plan Sketch appended with the tender document as Annexure I & II. If any variation is found in the measurement of the space allotted, on subsequent physical verification, the agreed monthly rent amount will be revised proportionately. No revision will be allowed on the Non - Refundable Deposit/upfront payment even if there be any variation of the area of space mentioned in the Tender Document. The lessee shall not have any right to demand refund of any portion of the upfront payment remitted even if there be any reduction in the total area. Similarly the agreed monthly rent shall be paid in advance on or before the 7th day of every calendar month.

9) That Over and above the amounts offered in the financial package payable, the Lessee is also liable to bear all the amounts required under GST/ other taxes as are applicable from time to time (except Land Tax, Building Tax and Property Tax for the Project Building), whether or not the responsibility for the payment of same is bestowed upon the Lessor or Lessee.

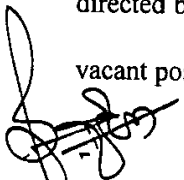

PRINCIPAL OFFICER

KTDFC

10) That if the Lessee retreats from this contract before the expiry of the tenure of the lease period, then, the lessee will be responsible for the financial loss to be incurred by KTDFC, till the successful subsequent allotment of space and the loss shall be recovered from any amount due to the lessee and if insufficient or absent then by legal means against the lessee including actions as per the provisions of the Kerala Revenue Recovery Act. In this regard, it is specified that the Non - Refundable Deposit/upfront payment remitted by the lessee shall neither, under any circumstances whatsoever, be repaid to the Lessee for any reasons whatsoever, at any time during or on completion or premature termination of the lease, as the case may be, or thereafter nor the same can be claimed by the lessee to be adjusted against the financial loss occurred to KTDFC.

11) That No business or activity prohibited by the Government or by Acts or Rules or detrimental to the interest of KTDFC or KSRTC will be allowed in the Leased Commercial Space under any circumstance. The Lessee and its/his/her employees shall have to take all required precautions to see that none of their actions within the Leased premises shall amount to violation of terms and conditions of lease, any rules and regulations or cause any nuisance or annoyance or inconvenience to others, passengers, functioning of KTDFC & KSRTC and their operations and general public.

12) That the Lessee shall not make or permit under any circumstance, any alteration or additions to the Leased Commercial Space without obtaining prior written consent of KTDFC. If the Lessee is permitted to make any alterations or additions, it/he/she shall not be entitled to any compensation thereof. Similarly Lessee shall remove all such permitted alterations/ additions, if directed by KTDFC, at its/his/her own cost on the expiry/ termination of lease and handover the vacant possession of the leased premises & Ancillary Facilities to KTDFC in the same manner as


PRINCIPAL PROJECT CONSULTANT
KTDFC Ltd

it was handed over to it/ him/ her. The sub lessees, if any, shall be evicted by the Lessee at his/ its/ her own expense and responsibility in such circumstances.

13) That the Leased Commercial Space is allotted to the Lessee on lease on " **AS IS WHERE IS WHAT EVER THERE IS** " basis and without floor finishes and other interior finishes.

These are to be done by Lessee at its own cost and expenses as per requirements and without causing any damage/ alteration to the structure. The verification of quality of construction, materials used for construction, plan, design, Total commercial area, etc. before the execution of

this Lease deed has already been done by the Lessee. It shall also be the responsibility of the

Lessee to ascertain for which purposes the space can be utilized as per rules in force as well as to

ascertain which the spaces that can be utilized are. Similarly the subsequent renewals from time

to time of Certificate of Approval from Fire & Rescue Services Department, Consent to operate

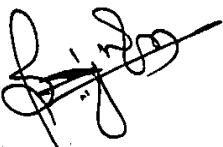
STP from Kerala State Pollution Control Board, License for operating Lifts & Escalators,

Permissions from KSEB & Electrical Inspectorate, Permission if any needed to do interior

works, additional works, etc., from the date of execution of this lease agreement till its expiry

shall be the absolute responsibility of the Lessee at its own expense. KTDFC shall not have any responsibility in this regard.

14) That the Lessee shall bear, pay and discharge all existing and future taxes (except Land Tax, Building Tax and Property Tax), charges, assessments and out goings payable in respect of the Leased Space, Ancillary Facilities and common area space including electricity, additional deposit amounts with KSEB, water charges, taxes, etc. from the date of this lease Agreement till the date of handing over of vacant possession of the Leased Space and Ancillary Facilities (Leased Commercial Space) back to KTDFC. The Lessee shall manage the operation and maintenance of the Leased Space including Common Areas and lifts, escalators, corridors,



PRINCIPAL
KTDFC

lobbies, toilet blocks, etc. and Electrical Substations, Transformers, Sewage Treatment Plant, Generators, other equipments, Plant and machinery, etc., at its/his/her own expense and responsibility. All repairs and maintenance of the whole building other than the area allotted to KSRTC and KTDFC shall be the absolute responsibility of the Lessee at their own cost and expenses. The general up-keeping of the space (including that of Lifts, Escalators, Generators, electrical substation, etc.), painting of the leased space from time to time, housekeeping, security arrangements (including the engaging of sufficient number of security guards) of the space allotted, prompt operation of Pay & Park facility, Pay & Use Toilets in the Ground Floor, Advertisement (except ground floor) etc., subject to the directions and supervision of KTDFC, shall be the right and responsibility of the Lessee for the whole period of Lease, at his/ her/ its own expense and cost.

15) That the Lessee shall at its own risk, cost and expenses make its own arrangements for taking electricity and water connection for the Leased Commercial Space including common area and Ancillary Facilities, from the Authority concerned for which KTDFC will provide necessary assistance. Prior permission of KTDFC shall be obtained for this and the layout of electric lines, pipelines, water tank, if any, etc. shall be done according to the advice and approval of the Authority and KTDFC.

16) That KTDFC will give the benefit of all existing guarantees/warranties or Annual Maintenance Contracts(AMC) of the Building to the Lessee in respect of Electrical Substations, Transformers, Sewage treatment plant, Generators, Lifts, Escalators, other equipments, Plant and machinery, etc., if any, as may be possible and permissible by the Guarantee/Warranty or AMC providers. KTDFC doesn't give the Lessee any assurances or undertakings in this regard.

KTDFC shall not have any responsibility in this regard and it shall not be responsible for any


PRINCIPAL PROJECT CONSULTANT
KTDFC Ltd

loss, expense, etc. with respect to the effecting of Guarantees/ Warranties or AMC provided by the Suppliers/ Contractors, if any. The payment of AMC charges for all existing AMC s, if any, applicable from the date of this lease Agreement onwards shall also be paid by the Lessee at its own cost and expenses. The Lessee shall always be responsible for keeping the above mentioned items in good working condition whether there be any Guarantee/Warranty or AMC applicable for the same or not. The Lessee shall absolutely be responsible at its own cost and expense for the proper upkeep, operation and maintenance of the items mentioned above. The loss or damage if any to any of the items mentioned shall also be indemnified to KTDFC by the Lessee.

17) That the Lessee can sublet the possession of the Leased Space, if it wishes to do so, either in whole or in part, to others with such rents and deposits as may be mutually agreed between the Lessee and Sub Lessees, strictly subject to and in adherence of the terms and conditions stipulated in the Tender Document and this Lease Agreement. KTDFC shall not have any responsibility for any actions of the Sub Lessees. Instead, Lessee shall always be bound and responsible to KTDFC and others for all and every actions of the Sub Lessees also and shall always indemnify and keep indemnified KTDFC if any loss, damage, expense, etc. that may be caused to KTDFC on account of the actions, inactions, breach, negligence, violations, etc. of the terms and conditions of this lease by the Lessee or Sub Lessees or their employees or representatives, as the case may be. In such cases of breach or violation by the Lessee or Sub Lessees or their employees or representatives, as the case may be, of the Terms and Conditions of the Tender Document or this lease agreement, the Lessee shall be responsible for the financial loss incurred by KTDFC and the same will be recovered from the Lessee by taking recourse to the procedure mentioned in this agreement regarding the recovery of amounts due from the lessee. The sub lessees engaged by the third party shall not be let to without supplying



PRINCIPAL

KTDFC Ltd

a copy of the draft agreement to be executed with them and collecting a letter of approval from the authorized officer of the KTDFC. The Sublease agreement shall not promise to or convey a Sublease beyond the agreed date of expiry of this lease agreement between the three parties in this agreement.

18) That the Lessee shall pay all taxes applicable from time to time including GST, TDS, TCS and Statutory Fees payable to the local bodies and fee/ subscription/ contribution payable to various Central/ State Authorities/ Departments like the EPF, etc., if any, as the case may be, during the period of Lease at its own cost and expense. Quarterly TDS Certificates in the prescribed forms under Income Tax Act, 1961 or such other rules/ Law from time to time, evidencing the TDS remitted has to be furnished to KTDFC by the Lessee in time. Lessee shall indemnify KTDFC against any damage, expenses or loss of rent arising due to deduction of amounts as tax from rent or due to short payment of tax deducted from rent to Government. KTDFC shall not be responsible for any expenses that may be incurred by the Lessee due to any delay caused in the payment of taxes.

19) That the Lessee shall keep the Leased Commercial Space and premises clean at all times and shall make its own arrangements for proper disposal of garbage/ wastes. Otherwise, KTDFC will have the right to impose penalty. The Lessee is prevented from keeping or storing in or upon the space, petrol or any other goods of combustible, hazardous or explosive nature or goods/ items not permitted under law. Other than the sub letting of the Leased Space or using the Leased Space for own purposes, as permitted in the manner mentioned herein, the Lessee shall not have any other right over the Leased Space. The Lessee shall hand over the vacant possession of the Leased Commercial Space on completion of the lease period/ termination of lease after evicting the Sub Lessees, if any. The Lessee or Sub Lessee(s), as the case may be,


PRINCIPAL PROJECT CONSULTANT
KTDFCLtd

shall not have any right to sell, mortgage, pledge, or in any way encumber or create any charge upon the Leased Space or the items in the Project or the Building (KSRTC Bus Terminal cum Shopping Complex at Kozhikode) in which the Leased Space is situated.

20) That the project and the KSRTC Bus Terminal cum Shopping Complex at Kozhikode are being handled by KTDFC on BOT basis in the property owned by Kerala State Road Transport Corporation (KSRTC). KSRTC has the absolute right over the areas earmarked for its operations and to do all actions necessary for its operation. The Lessee shall not have any right to do any business, activities, etc. in the area earmarked for KSRTC and KTDFC. The business activities of the Lessee is strictly confined to the Leased Commercial Space so allotted as specified in the Rentable Area Details & Floor Plan Sketch in the Tender Document and the Plan Sketch appended to this Agreement. Similarly the area as may be earmarked for Police Aid Post, if any, shall also be provided from the Leased Space. In addition, the area in the Building in which the Branch cum Maintenance Office of KTDFC is functioning, is also to be excluded from the Leased Space.

21) That the Lessee shall remit monthly rent and all other amounts promptly and shall pay interest at the rate of 12% per annum on the belated payments of the amounts, if any.

22) That the Lessee shall not cause or permit to do any act, which in the opinion of KTDFC, would disfigure and/ or damage the stability, life and strength of the Building. Lessee shall always keep the exterior and the interiors of the Leased Commercial Space in good and tenable condition and carry out necessary repairs and maintenance in time as may be directed by KTDFC.


PRINCIPAL MANAGER, COMMERCIAL
KTDFC Ltd

23) That Lessee shall permit the Managing Director or any authorised officers of KTDFC to enter the Leased Commercial Space and inspect the conditions thereto and do the necessary works and repairs at all reasonable times at the cost of the Lessee, if the lessee fails to do the same, whether or not such damages are caused due to the actions of lessee. The Lessee and the Sub Lessees, if any, shall not use prohibited items and shall always try to have Eco-friendly measures adopted for the upkeep of the Leased Space and premises. The Lessee and Sub Lessees, if any, shall not conduct any businesses or operations which are against the Laws and Rules.

24) That it is the responsibility of the Lessee to obtain required license or permission, if any, from the Local Self Governments concerned/ Government Agencies for running the business/ functioning of office in the Leased Commercial Space, if required.

25) KTDFC reserves the right to maintain a Project Maintenance Team in the KSRTC Bus Terminal cum Shopping Complex at Kozhikode for the due supervision of the Building.

26) That the Lessee and the Sub Lessees, if any, shall be responsible to keep all open spaces and entrances to the premises and the Building free from any obstruction and the same shall be kept clean and tidy at all times. No articles should be kept outside the Leased Commercial Space by the Lessee or the Sub Lessees, as the case may be.

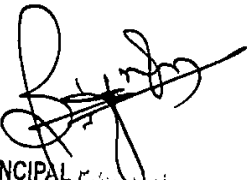
27) That the Advertisement facilities can be installed and operated by the Lessee at such suitable places in the project in suitable manner subject to the compliance of Rules in this regard and further subject to the condition that the same shall not cause obstruction to the operation of KSRTC in the Bus Bay Floor i.e in Ground Floor.


PRINCIPAL PROJECT CONSULTANT
KTDFC Ltd

15

28) That the Lessee shall abide by the Terms & Conditions of the lease as detailed in the Tender Document and this Lease Agreement and such other conditions to be mutually agreed upon from time to time and rules in force. KTDFC shall at any time and from time to time be entitled to revise the terms and conditions by mutual consent.

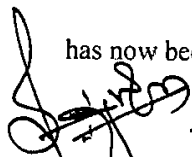
29) Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC shall have the right to terminate the Lease forthwith and to take back the Leased Space and Ancillary Facilities, if anything is done by the Lessee or Sub Lessee(s), or their employees, representatives, etc. contrary to or in violation of the conditions mentioned in the Tender Document or this lease agreement, considering the gravity of violation, after giving prior notice of 45 days in writing and communicated to the Lessee by Registered Post with acknowledgement due. Within the said period of 45 days, the Lessee shall give vacant possession of the space to KTDFC (after evicting Sub Lessees if any) in the same condition as it was handed over to it, without any claim or excuse. If Lessee fails to hand over the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Lessee and Sub Lessees, if any. If any loss, expense, damage, etc. is caused to KTDFC in this regard or on account of the actions, inactions, breach, negligence, violations, etc. of the Lessee or Sub Lessees, as the case may be, of the Terms and Conditions of this Lease, the same will also be recovered from the amounts due to the Lessee, if any, and if the same is not sufficient/ if there be no such amounts, the amount/ balance amount will be recovered from the Lessee by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly KTDFC shall also have the right to recover any other amounts found due from the Lessee by taking recourse to the procedure above mentioned.


PRINCIPAL OFFICER
KTDFC Ltd

16

30) Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC also reserves the right to terminate the lease and to take back the vacant possession of the Leased Space and Ancillary Facilities, if the Lessee or Sub Lessees, as the case may be, commit any negligence, inadequacy of performance, violations, inactions, breach of terms, etc. of the provisions in the Tender Document or in this lease agreement or act detrimental to the interests of KTDFC, in the opinion of KTDFC, or if it has been directed by the Government of Kerala to terminate the lease at any time for any reason whatsoever, by serving 45 days notice in writing, without payment of any compensation or damages. In such cases, the loss and damage caused to KTDFC, if any, will also be recovered from such terminated Lessee from the amounts if any due to the Lessee and if the same is not sufficient/if there be no such amounts, then by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. The Lessee shall always be fully responsible for any loss, damage, expenses, etc., if any, that may be caused to KTDFC due to any actions/ failure in taking actions on its/ Sub Lessee(s)' part in accordance with the terms of the Tender Document & this lease agreement and such amounts shall also be recovered from the Lessee by taking recourse to the procedure above mentioned.


31) That KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal cum Shopping Complex at Kozhikode in the land owned by KSRTC, on BOT basis, on the basis of the orders issued by the Government of Kerala. As per the Government Orders, KTDFC shall operate the Project on BOT basis till the total project cost spent by KTDFC along with its applicable interest is realised fully from the Project, after payment of 50% of net monthly income (income after deducting all expenses related to the operation and maintenance of the building) to KSRTC on a quarterly basis, and thereafter to hand over the Project to KSRTC. It has now been agreed between KSRTC and KTDFC that the said 50% of the net monthly income


 PRINCIPAL PROJECT CONSULTANT
 KTDFC Ltd

payable to KSRTC shall be adjusted/set off on quarterly basis towards the outstanding loans/liability of KSRTC to KTDFC till the liability is fully exhausted. Even if the above amount is fully recovered by KTDFC before the completion of lease period of 30 years stipulated herein, this lease shall not be terminated and the lessee shall be entitled to continue this lease till the completion of 30 years, subject to other provisions of this Agreement. In such circumstance, the Lessee can continue the lease subject to the transfer of responsibility of the Lessee for the further payments of the agreed amounts to KSRTC, strictly subject to the other conditions specified in the Tender Document and this lease agreement . In such a scenario, the rights and responsibilities of KTDFC as the Lessor shall be transferred to KSRTC, as if the Leased Commercial Space has been allotted by the latter. Thereafter KTDFC shall not have any liability or responsibility towards the lessee with respect to this Agreement of lease.

32) In applicable cases, the Lessee shall give necessary provisions from the Leased Space allotted to it for arranging provisions in accordance with the necessary/ obligatory/ statutory Fire and Safety Standards.

33) That the breach/ violation by the Lessee of any of the conditions mentioned herein will lead to the termination of lease, at the absolute right and discretion of KTDFC. Similarly the Sub Lessee(s), in case the Lessee sub let the space as a whole or in parts to others, shall also be bound and responsible for the due compliance of the said Terms and Conditions and directions. The breach, violation or non observance by Lessee or such Sub Lessee(s) of any of the terms and conditions of this lease and directions of KTDFC, may lead to the termination of lease considering the gravity of violation and taking back of vacant possession of the Leased Commercial Space by KTDFC, at its absolute right and discretion, from the Lessee without payment of any compensation or costs to anybody. As such, it is the absolute responsibility of


PRINCIPAL
KTDFCLtd

the Lessee to supervise, control and ensure that all activities and businesses of the Sub Lessee(s), if any, in the Leased Commercial Space are strictly confined to and in compliance of the terms and conditions of lease as detailed in the Tender Document and this Lease Agreement. The Lessee shall ensure that the Sublease agreements between Lessee and Sub Lessee(s), if any, shall always be strictly in compliance with the terms and conditions of the lease of the Leased Space as detailed in the Tender Document and this Lease Agreement. It shall be the absolute responsibility of Lessee to ensure the same. If any dispute occurs, the provisions of this Lease agreement between KTDFC and Lessee shall always prevail over the Sub Lease Agreements.

34) The Lessee shall at its own cost and expense, insure and keep insured in the joint names of Lessee and KTDFC the Building in which the Leased Commercial Space is situated (including the Lifts, Escalators, electrical equipments, etc.) at all times against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earth quake, risks, short circuits and other acts of God and for such other risks for its full market value from time to time during the whole period of lease. The Lessee shall deliver copies of such insurance policies, cover notes, premium receipts, etc. to KTDFC. If the Lessee fails to effect such insurance, KTDFC will insure the Building to cover the above mentioned risks and recover the premium and other charges from the Lessee. KTDFC shall have the absolute right to receive all the money payable under any such policy or under any claim made there under from the Insurance Company and to give a valid receipt thereof and the balance of such received amount, if any, after adjusting the value of loss caused to KTDFC, will be paid to the Lessee. KTDFC is entitled to adjust, settle, compromise or refer to arbitration any dispute between the Insurance Company and the insured arising from or under or in connection with any such policy or policies of insurance and such adjustment, settlement, compromise or any award made on such reference to arbitration shall be valid and binding on


PRINCIPAL PROJECT CONSULTANT
KTDFCLtd

the Lessee. Lessee shall not be entitled to raise any question that a larger sum might or ought to have been received or due or to dispute its liability.

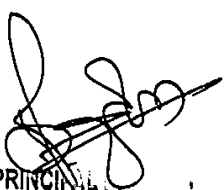
35) That the Lessee shall be fully responsible for the life and security of persons including the public in the Leased Commercial Space. The Lessee shall be responsible for the payment of compensation for any accidents, if any, that may occur in the Leased Commercial Space. Similarly, in case of necessity of making payment of compensation under the Workmen Compensation Act or under any law to any personnel engaged by the Lessee or Sub Lessee(s), if any, for any matters arising out of or in the course of employment under Lessee or Sub Lessee(s) or otherwise, the same shall be paid by the Lessee or Sub Lessee(s), as the case may be. KTDFC shall not have any responsibility in the above matters. If KTDFC has been directed by any authority to make any payment in the above matters, then such amount along with applicable interest shall be recovered by KTDFC from the Lessee.

36) In case any additional facilities are required for running the intended business in the allotted space, the same can be provided by the Lessee without encroaching upon any other unallotted space, after getting statutory or other approvals as required, at its/his/her own risk and cost, subject to the prior written consent of KTDFC.

II . The term 'KTDFC' shall also include its authorised officers, representatives, administrators, successors, heirs, assigns & transferees of the Project, if the circumstances so require.

III. The words denoting one gender shall include other or both genders or firms or body corporates and singular shall include plural and vice versa, wherever the context so requires/permits.

IV . This Agreement is executed in original in two sets with one set for each party hereto.


PRINCIPAL
KTDFC

20

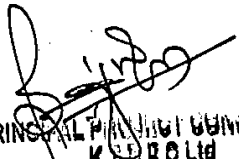
V. Dispute if any , arising out of and / or relating to this agreement which is unreserved through discussions between the parties, shall be subject to the exclusive jurisdiction of Court of competence having jurisdiction at Kozhikode , Kerala, where the subject matter of this lease is situated .

VI. The area where Corporation of Kozhikode has not Allotted Occupancy Number , no activities shall be carried out by the Lessee. In case Corporation of Kozhikode grant Occupancy Number for such areas in future and if the Lessee wishes to occupy those areas rent for such areas shall be calculated separately by KTDFC and Lessee has to pay such rent over and above the presently agreed rent.

VII. Any notice or other communication required or called for under this agreement shall be given in writing in English or Malayalam Language and be delivered in the address of the parties as mentioned in this Agreement or as may be advised by the parties in writing from time to time.

37. In case any amendment of this lease Agreement is found necessitated for the purpose of carrying out or complying any legal formalities insisted/to be insisted by Law, this Agreement can be amended by executing suitable Amendment Agreement between the parties hereto, subject to the condition that such amendment shall be carried out only after obtaining the written consent of KSRTC, KTDFC and the Government of Kerala.

38. The Stamp duty, registration fee and the expenses to be incurred for the registration of this Agreement of Lease shall also be borne by the Lessee.


PRINCIPAL PRINCIPAL CONSULTANT
KTDFC

Receipt No : 5013432/2021/TRANS(OS)

22

2.

Signed, sealed and delivered for and on behalf of M/s Alif Builders by

.....
Managing Partner

M/s Alif Builders

In the present of witnesses

1.

2.


PRINCE L PRO
KT
Ltd

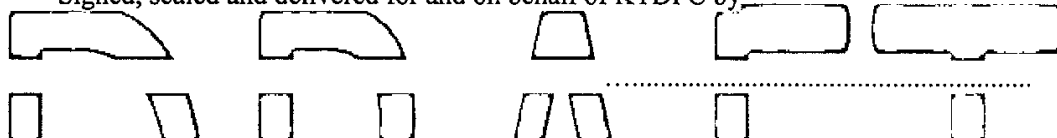
DRAFT

21

39. This Agreement of lease is valued at Rs..... and Rs..... is paid by the lessee as the Stamp duty.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals on the day month and year first above written.

Signed, sealed and delivered for and on behalf of KTDFC by


Chairman & Managing Director
Kerala Transport Development Finance Corporation Ltd.

In the present of witnesses

1.

2.


Signed, sealed and delivered for and on behalf of KSRTC by

.....
Chairman & Managing Director

Kerala State Road Transport Corporation

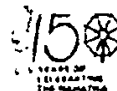
In the present of witnesses

1.


PRINCIPAL PROJECT CONSULTANT
KTDFC Ltd

Encls -11

File No. TRANS-A2/70/2019-TRANS



GOVERNMENT OF KERALA

Transport(A) Department

Trans-A2/70/2019-Trans

23/10/2020, Thiruvananthapuram

From

Principal Secretary to Government

To

Chairman & Managing Director,
KTDFC

K.T.D.F.C		
No. 4528		
Date 23.10.2020		
ADMN	BOT	FIN
FD	LEGAL	SRTO
CS	MIS	PS to MD
BR	RR	MD/GM

Sir,

Sub: Transport Department-Allotment of the commercial space of
KSRTC Bus Terminal Complex, Kozhikkode -reg

- Ref: 1. Your letter no. TDF/BOTP/KKD/SM/301/2018 dated
30.11.2019
2. Govt. Letter even no. dated 30/01/2020

I am to forward herewith the copy of corrected draft lease agreement
for necessary action.

Yours Faithfully,
MERCY GABRIEL
UNDER SECRETARY

For Principal Secretary to Government.

നം.5588/ക്രബ്ബെ1/2020/നിസ്സം നിയമ (ക്രബ്ബെയൻസിംഗ്-സെൽ)വകുപ്പ്
നം.TRANS-A2/70/2019-TRANS തീയതി, 22-06-2020

ഭരണ വകുപ്പ് സൂക്ഷ്യ പരിശോധനയ്ക്കായി ലഭ്യമാക്കിയ KTDFC, M/S Alif Builders എന്നിവർ തമ്മിൽ ഏർപ്പെടാനുദ്ദേശിക്കുന്ന കരാർ ലീസ് ഡീഡിന്.

(എ) പ്രാരംഭ ഖണ്ഡികകളിൽ KSRTC-യുടെ ഉടമസ്ഥതയിലുള്ള 3.22 ഏക്കർ സ്ഥലത്ത് Bus Terminal complex പണിയുന്നതിനായി G.O.(Ms.) No. 46/07/Tran dated 5/11/2007 നമ്പർ സർക്കാർ ഉത്തരവ് മുഖേന അനുമതി നൽകി എന്ന് പരാമർശിക്കുന്നു. പ്രസ്തുത സർക്കാർ ഉത്തരവിൽ 3 ഏക്കർ ഭൂമി എന്നാണ് രേഖപ്പെടുത്തിയിരിക്കുന്നത്. ആയത് ഭരണ വകുപ്പ് പരിശോധിക്കേണ്ടതും ശരിയായ വസ്തുത രേഖപ്പെടുത്തേണ്ടതുമാണ്.

(ബി) bid-ൽ പരാമർശിച്ചിരിക്കും പ്രകാരം 30 വർഷത്തേക്കാണ് lease നൽകുന്നത് എന്ന് പ്രാരംഭ ഖണ്ഡികകളിൽ പരാമർശിച്ചിരിക്കുന്നു.

എന്നാൽ, KSRTC-യുടെ സ്ഥലം Bus Terminal Complex പണിയുന്നതിനായി KTDFC-ക്ക് നൽകുന്നതിനുള്ള terms and conditions വ്യവസ്ഥ ചെയ്യുന്ന, ഗതാഗത വകുപ്പിന്റെ 25/10/2007-ലെ G.O.(Ms.)No. 42/2007/Tran നമ്പർ സർക്കാർ ഉത്തരവിലെ ഖണ്ഡിക 13-ൽ " the BOT period will be the duration of the operating period of the project till the total project cost and the Rate of Interest (ROI) of the period (which shall be fixed by Kerala Transport Development Finance Corporation and approved by Government) is realised fully from project by way of net rental income generated and collected by the BOT operator from the BOT project after payment of annuity to KSRTC." എന്നാണ് വ്യവസ്ഥ ചെയ്യുന്നത്.

ആയതിന് പ്രകാരം, KSRTC-യുടെ ഭൂമി KTDFC-ക്ക് 30 വർഷം ഉൾപ്പെടുത്തക്ക കാലയളവിലേക്ക് നൽകിയിട്ടുണ്ട് എന്ന് ഭരണ വകുപ്പ് ഉറപ്പു വരുത്തേണ്ടതാണ്. ആയതിന് പ്രകാരമാണ് lease കാലാവധി തീരുമാനിക്കേണ്ടത്.

(സി) allottee non refundable തുക remit ചെയ്തിട്ടുണ്ട് എന്ന് പ്രാരംഭ ഖണ്ഡികകളിൽ പരാമർശിച്ചിരിക്കുന്നു.

നം. 5588/കാബിനേറ്റ് 2020-നിയമം
നം. TRANS-A2/2020-TRANS

നിയമ (കാബിനേറ്റ്) നമ്പർ 5588/2020

എന്നാൽ, KTDFC ജനറൽ മാനേജറുടെ 15/2/2020-ലെ കത്തിൽ പ്രസ്തുത തുക allottee ഒടുക്കിയിട്ടില്ല എന്ന് പരാമർശിച്ചിരിക്കുന്നു. ആയത് ഭരണ വകുപ്പ് പരിശോധിക്കേണ്ടതാണ്.

(ഡി) പ്രസ്തുത ലീസ് ഡീഡിൽ ഒപ്പു വയ്ക്കാൻ അനുമതി നൽകിക്കൊണ്ടുള്ള സർക്കാർ ഉത്തരവിന്റെ വിശദാംശങ്ങൾ പ്രാരംഭ ഖണ്ഡികകളിൽ ഉൾപ്പെടുത്തേണ്ടതാണ്.

(ഇ) ഖണ്ഡം 1 - Annexure I, II എന്നിവ കരട് ഡീഡിനോടെപ്പം ഉൾപ്പെടുത്തിയിട്ടില്ല. ആയതിനാൽ, ആയതിലെ വസ്തുതകൾ ശരിയാണെന്ന് ഭരണ വകുപ്പ് തന്നെ പരിശോധിച്ച് ഉറപ്പു വരുത്തേണ്ടതാണ്.

(എഫ്) ഖണ്ഡം 7 - "the lessee shall give vacant possession of the Leased Commercial Space..... Immediately on expiry of the lease period/termination of lease in the same condition as it was handed over". എന്ന് വ്യവസ്ഥ ചെയ്യുന്നു.

എന്നിരുന്നാലും, മേൽപ്പറഞ്ഞ സർക്കാർ ഉത്തരവിലെ BOT period കണക്കിലെടുക്കേണ്ടതും പ്രസ്തുത കാലയളവ് ലീസ് കാലയളവിനുള്ളിൽ വരുമോ എന്നത് പരിശോധിക്കേണ്ടതും ടി. ഉത്തരവിലെ ഖണ്ഡിക 16-ൽ "the BOT operator shall hand over the bus terminal complex to KSRTC after vacating the tenants and occupants who are required to be vacated by KSRTC and free from all encumbrances (including security deposits) in respect of the vacated tenants upon the expiry of BOT period." എന്ന വ്യവസ്ഥയ്ക്ക് അനുസൃതമായ വ്യവസ്ഥ പ്രസ്തുത ഡീഡിൽ ഉൾപ്പെടുത്തേണ്ടതുമാണ്. ഖണ്ഡം 19-ൽ sub lessee-യെ evict ചെയ്തുകൊണ്ട് lessee പ്രസ്തുത ഏരിയ hand over ചെയ്യണമെന്ന് വ്യവസ്ഥ ചെയ്യുന്നുണ്ട്.

പ്രസ്തുത terms and conditions-ന് അനുസൃതമായി കരട് ഡീഡിലെ വ്യവസ്ഥകൾ തയ്യാറാക്കേണ്ടതാണ്.

(ജി) ഖണ്ഡം 8 - ബിൽഡിംഗിന്റെ ground floor KSRTC-യുടെയും KTDFC-യുടെയും ഉപയോഗത്തിനായി നിക്ഷിപ്തമാക്കേണ്ടതാണ് എന്ന് വ്യവസ്ഥ ചെയ്യുന്നു.

നം.5588/ക്ലൗഡ്.1/2020/നിയമ നിയമ (ക്ലൗഡ്.യു.സിംഗ്-സെൽ) വകുപ്പ്
നം. TRANS-A2/2020-TRANS

എന്നാൽ, മേല്പറഞ്ഞ സർക്കാർ ഉത്തരവിൽ അത്തരം വ്യവസ്ഥ ഉൾപ്പെടുത്തിയിട്ടില്ലാത്തതാണ്. ആയതിനാൽ, പ്രസ്തുത വ്യവസ്ഥ ഭരണ വകുപ്പ് പരിശോധിച്ച് തീരുമാനമെടുക്കേണ്ടതാണ്.

(എച്ച്) ഖണ്ഡം 7 പ്രകാരം, expiry of lease, termination of lease എന്നിവ ഉണ്ടാകുന്ന പക്ഷം, lessee-ക്ക് hand over ചെയ്ത വിധത്തിൽത്തന്നെ പ്രസ്തുത leased property തിരികെ ഏൽപിക്കേണ്ടതാണെന്ന് വ്യവസ്ഥ ചെയ്യുന്നു.

ഖണ്ഡം 13 പ്രകാരം, lessee ചെയ്യേണ്ടതായ ചില വർക്കുകൾ വ്യവസ്ഥ ചെയ്യുന്നു. പ്രസ്തുത രണ്ട് വ്യവസ്ഥകൾ വൈരുദ്ധ്യമുണ്ടാകാത്ത വിധം തയ്യാറാക്കേണ്ടതാണ്.

(ഐ) ഖണ്ഡം 14- ".... pay and use toilets in the ground floor...." എന്ന് വ്യവസ്ഥ ചെയ്യുന്നു.

Ground floor ഒഴികെയുള്ള മറ്റ് ഭാഗങ്ങളാണ് ലിസിന് നൽകുന്നത് എന്നാണ് ഫയലിൽ പരാമർശിച്ചിരിക്കുന്നത്. ആയതിനാൽ, ലിസിന് നൽകുന്ന ഭാഗത്തിൽ പ്രസ്തുത ഭാഗം ഉൾപ്പെടുമോ എന്ന് ഭരണ വകുപ്പ് പരിശോധിക്കേണ്ടതാണ്.

(ജെ) ഖണ്ഡം 20-

(I) "The lessee shall not have any right to do any activities in the area earmarked for KSRTC and KTDFC." എന്ന് വ്യവസ്ഥ ചെയ്യുന്നു.

KSRTC-ക്കും KTDFC-ക്കും വേണ്ടി നിശ്ചിത സ്ഥലം നീക്കി വയ്ക്കുന്നതാണെന്ന് മേല്പറഞ്ഞ സർക്കാർ ഉത്തരവിൽ പരാമർശിച്ചിട്ടില്ല. ആയത് ഭരണ വകുപ്പ് പരിശോധിക്കേണ്ടതും ഉചിത തലത്തിൽ തീരുമാനമെടുക്കേണ്ടതുമാണ്. അപ്രകാരം തീരുമാനിക്കുന്ന പക്ഷം ആയത് അനുബന്ധമായി ചേർക്കേണ്ടതാണ്.

(ii) "..... the area as may be earmarked for Police Aid Post, if any, shall also be provided from the Leased Space." എന്ന് വ്യവസ്ഥ ഉൾപ്പെടുത്തിയിരിക്കുന്നു.

നം. 55811/കെ.എസ്.ടി. 1/2020/നിരവധി
നം. TRANS-A2/2019-TRANS

നിരവധി: (കെ.എസ്.ടി.യുടെ സൗകര്യം)

Police Aid Post ഒഴികെയുള്ള ഭാഗം ലിസിന് നൽകുന്നതാണ് ഉചിതമായതും ഭരണ വകുപ്പ് പരിശോധിച്ച് തീരുമാനമെടുക്കേണ്ടതാണ്.

(iii) KTDFC-യുടെ Branch cum Maintenance Office-ഉം leased space-ൽ നിന്നും ഒഴിവാക്കേണ്ടതാണെന്ന് വ്യവസ്ഥ ചെയ്തിരിക്കുന്നു.

ആയത് ഒഴിവാക്കിയാണോ leased area സജ്ജമാക്കിയിരിക്കുന്നത് എന്ന് ഭരണ വകുപ്പ് പരിശോധിക്കേണ്ടതും തീരുമാനമെടുക്കേണ്ടതുമാണ്.

(കെ) ഖണ്ഡം 34- ".... the lessee shall at its own cost and expense, insure and keep insured in the joint names of Lessee and KTDFC the Building in which the Leased Commercial space is situated..." എന്നാണ് വ്യവസ്ഥ ചെയ്യുന്നത്.

മേല്പറഞ്ഞ സർക്കാർ ഉത്തരവിലെ ഖണ്ഡിക 7 പ്രകാരം, " The BOT operator shall obtain and maintain in force all insurance in accordance with the provisions and good industry practice and shall be responsible for any mishap and resultant tortious liability, which may cause in connection with the construction and operation of the project and the cost in this connection will be charged to the BOT Project Cost." എന്നാണ് വ്യവസ്ഥ ചെയ്യുന്നത്.

പ്രസ്തുത ഉത്തരവ് പ്രകാരം BOT operator-ന്റെ liability ഡീഡിലെ വ്യവസ്ഥകൾ പ്രകാരം ഭേദഗതി ചെയ്യുന്നതിന്മേൽ ഭരണ വകുപ്പ് ഉചിത തലത്തിൽ തീരുമാനിക്കേണ്ടതും ആവശ്യമായ നടപടി കൈക്കൊള്ളേണ്ടതുമാണ്.

(എൽ) ഖണ്ഡം 36 ഉപഖണ്ഡം (vi)- കോഴിക്കോട് കോർപ്പറേഷൻ Occupancy Number നൽകാത്ത ഏരിയയിൽ lessee യാതൊരു പ്രവർത്തനങ്ങളും നടത്താൻ പാടില്ലായെന്നും പിന്നീട് ആ ഏരിയയ്ക്ക് Occupancy Number നൽകുന്ന സംഗതിയിലും ആ ഏരിയ lessee-ക്ക് ആവശ്യമായി വരുന്ന സംഗതിയിലും ആ ഏരിയയുടെ rent പ്രത്യേകമായി കണക്കു കൂട്ടുന്നതാണെന്ന് വ്യവസ്ഥ ചെയ്യുന്നു.

നാ.5588/കൺവെ.1/2020/നിയമാ
നിയമ (കൺവെന്യൻസിംഗ്-സെൽ) വകുപ്പ്
തരം: TRANS-A2/70/2019-TRANS

നിലവിൽ lease ചെയ്യുന്ന എരിയയിൽ മേല്പറഞ്ഞ പ്രകാരമുള്ള ഏരിയ ഉൾപ്പെടുന്നില്ല എന്ന് ഭരണ വകുപ്പ് ഉറപ്പു വരുത്തേണ്ടതാണ്.

(എം) Amendment Clause, Renewal Clause, എന്നിവ ചേർക്കേണ്ടതാണ്. കൂടാതെ Rent-ന്റെ 3 വർഷത്തിലൊരിക്കലുള്ള 10% വർദ്ധനവ് Original rental amount ആണോയെന്നതിലും വ്യക്തത വരുത്തേണ്ടതാണ്.

മേൽ നിർദ്ദേശങ്ങൾക്ക് വിധേയമായി ഭരണ വകുപ്പ് സൂക്ഷ്മ പരിശോധനയ്ക്കായി ലഭ്യമാക്കിയ KTDFC, M/S Alif Builders എന്നിവർ തമ്മിൽ ഏർപ്പെടാനുദ്ദേശിക്കുന്ന കരട് ലീസ് ഡീഡ് ഭേദഗതി വരുത്തിയ പ്രകാരം ക്രമത്തിലാണെന്നും ആയതിലെ വിശദാംശങ്ങളുടെ കൃത്യത ഭരണ വകുപ്പ് പരിശോധിക്കേണ്ടതാണെന്നും തങ്ങളുടെ ഉദ്ദേശ്യലക്ഷ്യങ്ങൾക്കനുസൃതമാണെന്ന് ഉറപ്പു വരുത്തേണ്ടതാണെന്നും ആ വകുപ്പിനെ അറിയിക്കാവുന്നതാണ്.

പ്രസ്തുത എഗ്രിമെന്റ് രജിസ്റ്റർ ചെയ്യുന്നതിനുള്ള മുദ്രസല എത്രയാണെന്നും ഏത് കക്ഷിയാണ് ടി. തുക വഹിക്കേണ്ടതെന്നും ഉള്ള അഭിപ്രായവും ഭരണ വകുപ്പ് ആവശ്യപ്പെട്ടിട്ടുണ്ട്.

2018-ലെ കേരള ധനകാര്യ ആക്റ്റിന്റെ 4-ാം വകുപ്പ് (4)-ാം ഉപവകുപ്പ് (d) ഖണ്ഡം പ്രകാരം, 1959-ലെ Kerala Stamp Act-ന്റെ പട്ടികയിലെ ക്രമ നമ്പർ 33-ൽ വിശദീകരണം ചേർക്കുകയുണ്ടായി അതായത്:-

" Explanation II- Rent paid in advance shall be deemed to be premium or money advanced within the meaning of this serial number, unless it is specifically provided in the lease agreement that the rent paid in advance will be set off towards the last instalment or instalments of rent."

പ്രസ്തുത വ്യവസ്ഥ പ്രകാരം, വാടകയിനത്തിൽ നിന്നും അഡ്വാൻസ് ചെയ്യാത്ത ഏതൊരു തുകയും premium അല്ലെങ്കിൽ advance എന്നതിൽ ഉൾപ്പെടുന്നു. ആകയാൽ, പ്രസ്തുത ആക്റ്റിന്റെ പട്ടികയിലെ ക്രമനമ്പർ 33-ന്റെ (c) ഖണ്ഡത്തിലെ വ്യവസ്ഥകളാണ് ടി. ഫയലിലെ വിഷയത്തിൽ ബാധകമാകുന്നത്.

നം: 5588 കൺവെ. 1. 2020 നിയമം
നം: TRANS-A2/70/2019-TRANS

നിയമ (കൺവെൻഷൻ) നിയമം

Receipt No

അതായത്, പ്രസ്തുത വിഷയത്തിൽ 17 കോടി രൂപ Non refundable de
അല്ലെങ്കിൽ upfront payment ആയി നൽകുന്നതും മൂപ്പത് വർഷത്തേക്കുള്ള
ലിസിങ് ഓരോ മാസവും 43 ലക്ഷം രൂപ മാസ വാടകയായി ഈടാക്കുന്നതും
അപ്രകാരമാണെങ്കിൽ ടി. ക്രമ നമ്പർ പ്രകാരം conveyance 21, 22
എന്നിവയിലേതിലേങ്കിലും അതതു സംഗതി പോലെ ഉൾപ്പെടുന്ന duty ആണ്
നൽകേണ്ടത്.

2016-ലെ കേരള ധനകാര്യ ആക്റ്റിന്റെ 3-ാം വകുപ്പ് (3)-ാം ഉപവകുപ്പ്
ഖണ്ഡം (സി) (ഡി) എന്നിവ പ്രകാരം eight rupees for every rupees 100 or part
thereof of the fair value of the land or the amount or value of the
consideration for such conveyance, whichever is higher എന്നാണ് വ്യവസ്ഥ
ചെയ്യുന്നത്.

ആയതിനാൽ, പ്രസ്തുത ഫയലിലെ വിഷയത്തിൽ 8 rupees for every Rs.
100 or part thereof for three times Annual Average Rent reserved-ഉം 8
rupees for every Rs.100 or part thereof for consideration equal to the
amount of such fine or premium or advance-ഉം കൂടിയുള്ള തുക സ്റ്റാമ്പ് ഡ്യൂട്ടി
ആയിരിക്കുന്നതാണ്.

1959-ലെ കേരള സ്റ്റാമ്പ് ആക്റ്റിന്റെ 30-ാം വകുപ്പ് പ്രകാരം, കരാറിൽ മറ്റു
വിധത്തിൽ പരാമർശിക്കാത്ത പക്ഷം, ഒരു ലിസിന്റെ കാര്യത്തിൽ lessor
അല്ലെങ്കിൽ intended lessee ആണ് സ്റ്റാമ്പ് ഡ്യൂട്ടി നൽകേണ്ട ചെലവ്
വഹിക്കേണ്ടത്.

മേല്പറഞ്ഞ കാര്യങ്ങൾ ഭരണ വകുപ്പിനെ അറിയിക്കാവുന്നതാണ്.

 SO

നിയമ വകുപ്പ് ജോയിന്റ് സെക്രട്ടറി,
ബി. പ്രതാപചന്ദ്രനവേണ്ടി.

നം: 5588 കൺവെ./
2020 നിയമം

നം: TRANS-A2/70/
2019-TRANS

↓
ഗതാഗത
വകുപ്പ്

Receipt No : 5013432/2021/TRANS(OS)

File No. TRANS-A2/70.2019-TRANS-Part(1) (Computer No. 1457733)
 Receipt No.: 4259693.2020-TRANS(OS)

6

LEASE AGREEMENT

(hereinafter referred to as "Agreement")

THIS AGREEMENT OF LEASE ^{executed} on this the day of
 2019 at
 2019, BETWEEN Kerala Transport Development Finance Corporation Limited, a
 Company fully owned by the Government of Kerala and registered under the Indian Companies
 Act, 1956 and having its registered office at Level 8 (6th Floor), Trans Towers, Vazhuthacaud,
 Thiruvananthapuram -14 (hereinafter referred to as 'Lessor / KTDFC' which expression shall,
 unless otherwise excluded by or repugnant to the context or meaning thereof, also include its
 successors -in-interest, heirs, authorised officers, representatives, administrators, executors,
 Transferees of the project , assigns , KSRTC and the Govt of Kerala) represented by its present
 Chairman & Managing Director, Smt..... of the ONE PART.

AND

M/s Alif Builders, Kuniyilkavu Road, Kozhikode -673001, a partnership firm registered
 under the Indian Partnership Act 1932 (hereinafter referred to as 'Lessee ' / Allottee' which
 expression shall, unless otherwise excluded by or repugnant to the context or meaning thereof,
 include its successors -in-interest, officers, representatives, administrators and executors),
 represented by its Sri..... of the
 OTHER PART (wherever necessary, Lessor and Lessee will jointly be referred to as the
 Parties)

WHEREAS, KTDFC is a Non Banking Financial Company fully owned by the
 Government of Kerala engaged in various business activities including the business of

[Signature]

Receipt No : 5013432/2021/TRANS(OS)

File No. TRANS-A2/217/2020-TRANS
Receipt No : 4269093/2020 TRANS(OS)

undertaking and Financing projects for implementation under 'Build, Operate and Transfer' (BOT) or similar schemes.

FOR WHEREAS, KTDFC is in the Possession and enjoyment of the Bus Terminal cum Shopping Complex in 3.22 Acres of land owned by Kerala State Road Transport Corporation (KSRTC) constructed by KTDFC on BOT basis as per the Government Order No. G.O. (MS) No.46/07/Tran dated 5.11.2007 subject to the terms and conditions vide G.O. (MS) No.42/07/Tran dated 25.10.2007 which shall form part of this Agreement as if incorporated herein, comprised in SY Nos of Kasaba Village, Kozhikode Taluk (herein after called "KSRTC Bus Terminal cum Shopping Complex at Kozhikode")

AND WHEREAS, KTDFC invited e-tender for the allotment of the Commercial space as specified in Annexure I 'Commercial Space area details' (mentioned as 'Rentable area details' in the tender document) and Annexure II 'Floor plan sketch' in the e-tender including ancillary facilities on lease as a Single unit vide e-tender Notification No.KTDFC/ BOTP/ KKD/ SM/301/2018 dated 19.09.2018, subject to the terms and conditions specified in the e-tender document (hereinafter called "tender document") which shall form part of this agreement as if incorporated herein and the terms and conditions mentioned therein shall be binding on the parties unless superseded by the provisions of this Agreement.

AND WHEREAS, two bidders participated in the e-tender wherein M/s Alif Builders submitted bid by offering Rs. 17 Crores (Rupees Seventeen Crores Only) as non-refundable deposit/ upfront payment and Rs. 43 lakhs (Rupees Forty Three lakhs Only) as monthly rent with increase in rent by 10% on completion of every three years with a rent holiday of 18 months, for getting the commercial space specified in the Annexure I and II of the Tender



Receipt No : 5013432/2021/TRANS(OS)

File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)
Receipt No : 4259693/2020/TRANS(OS)

8


3

Document as well as the Ancillary Facilities on lease for 30 years as specified in the bid. The Ancillary Facilities are as specified in the Tender Document.

AND WHEREAS after evaluation of both two bids, Board of Directors of KTDFC in its 163rd meeting held on 22.01.2019 found that the highest offered bid of M/s Alif Builders is advantageous to KTDFC and decided to report the matter to Government for concurrence on the allotment of space and Ancillary Facilities on lease as single unit. After examining the matter, vide G.O (MS) No. 41/2019/ Transport dated 5.08.2019, Government accorded, sanction to the Managing Director, KTDFC to award the tender for allotment of the Commercial Space at KSRTC Bus Terminal Complex at Kozhikode as Single unit (area mentioned as per annexure I in tender document) on lease to Ms Alif Builders, Kuniyilkavu Road, Kozhikode -673001 as per the tender notification for 30 years.

AND WHEREAS KTDFC accordingly issued " Letter of Provisional Allotment of space " vide letter No. KTDFC/BOTP/KKD/SM/301/2018 dated 21.08.2019 to M/s Alif Builders, which shall form part of this Agreement as if incorporated herein and the terms and conditions mentioned therein shall be binding on the parties unless superceded by the provisions of this Agreement.

AND WHEREAS the Government of Kerala has vide G.O (P) No. 01/2016/Hsg dated 23.03.2016 (S.R.O No. 293/2016) exempted the KSRTC Bus Terminal Complex building at Kozhikode from all provisions of the Kerala Building (Lease and Rent Control) Act, 1965.



under section 25 of the Kerala Buildings (Lease and Rent Control) Act ,1965, which shall form part of this Agreement as if incorporated herein .

AND WHEREAS the Allottee remitted the Agreed Non- refundable deposit / Upfront Payment of Rs. 17 Crores on with applicable taxes.

AND WHEREAS, Final Allotment letter No. dated..... was accordingly issued by KTDFC to the Allottee, which shall form part of this Agreement as if incorporated herein , and the terms and conditions mentioned therein shall be binding on the parties unless superceded by the provisions of this Agreement .

AND WHEREAS it is necessary to execute and register an agreement of lease (Lease Deed) as per clause '9' of the Tender Document, detailing the terms and conditions of lease.

ALL NOW THEREFORE, THIS AGREEMENT WITNESSETH as under:

1) That the Lease of the commercial space (as specified in the Annexure I - " Rentable Area Details " and Annexure II "Floor Plan Sketch" in the Tender Document) and the Ancillary Facilities of Pay & Park , Pay & Use Toilet facility in the Ground Floor, Advertisement , Housekeeping, Security Arrangement and General Maintenance of the KSRTC Bus Terminal Complex at Kochikode including Electrical Maintenance (as specified in the Tender Document,) shall be for a period of 30 years (herein after referred to as " Leased Commercial Space ") with effect from..... (the date of execution of this lease deed), subject to remittance by the lessee of monthly lease rent of Rs. 43,00,000/- (Rupees Forty Three Lakhs Only) every month and further subject to the conditions mentioned herein including the conditions with respect to the enhancement of rent from time to time. A detailed Plan Sketch of the Leased Commercial Space showing the commercial spaces in the building including the parking area and the

File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)
 Receipt No: 4259693.2020/TRANS(OS)

10

5

~~Ancillary Facilities which are leased out to the lessee is appended to this Agreement which shall form part of this Agreement.~~ This lease is strictly confined to the Leased Commercial Space so specified. The commercial area which form the subject matters of this lease are situated in various floors of the KSRTC Bus Terminal Complex at Kozhikode as Mentioned in the plan sketch, except the Ground Floor which is exclusively reserved for the operation of KSRTC and for KTDFC.

2) That all terms and conditions specified in the tender document shall strictly be adhered to by the Lessee. Any violation of the said terms and conditions will lead to the revocation of the Lease. The Non-Refundable Deposit/Upfront payment of Rs. 17,00,00,000/- (Rupees Seventeen Crores only) with applicable taxes remitted by the Lessee to KTDFC on shall be in the absolute ownership of KTDFC. The said Upfront Payment of Rs. 17 Crores or any portion thereof shall not under any circumstances whatsoever, be repaid to the Lessee for any reasons whatsoever at any time during or on completion or premature termination of the lease, as the case may be or thereafter. KTDFC has got absolute and unconditional ownership of the said amount paid by the Lessee to KTDFC as a condition precedent for the allotment of the leased commercial space. The said amount is not linked with the duration of the lease.

3) That the monthly rent for the leased commercial space to be paid by the Lessee for the first three years will be Rs. 43,00,000/- (Rupees Forty three lakhs only) plus GST as per rules. The rent and applicable taxes should be remitted to KTDFC's account before 7th day of every calendar month in advance.

4) That the agreed monthly rent shall be enhanced from time to time by 10% increase on completion of every three years of lease. The rent holiday period of 18 months shall form part of

[Signature]

Receipt No : 4259593-2100 1473

Receipt No : 42

the first three year period of lease. The lessee shall be liable to pay the enhanced monthly amount as above, after every three years of the lease without any demur or protest.

5) That the leased commercial space is handed over to the lessee on 12/08/2021 (date of execution of this lease deed), subject to the terms and conditions specified herein. The agreed monthly rent shall become payable with effect from the date of execution of Agreement, subject to rent holiday of 18 months quoted in the bid. Upon the execution and registration of this agreement of lease, Addressee will acquire the status of a lessee subject to the terms and conditions of the lease specified herein.

6) In case the information submitted by the lessee is found to be incorrect/ false, at any stage, this lease will be terminated at the absolute discretion of KTDFC.

7) That the lease period shall be for a period of thirty (30) years from 12/08/2021 (date of execution of this lease deed) subject to the condition that the lessee shall abide by the terms and conditions specified in the Tender Document and this lease agreement and shall make prompt remittance of the amounts offered in the financial package including monthly rent. The lessee shall give vacant possession of the Leased Commercial Space (including Ancillary Facilities) immediately on expiry of the lease period/ termination of lease in the same condition as it was handed over to it/ him/ her, without challenging or disputing the decision of KTDFC. Lessee cannot raise any dispute, right or claim in this regard. The lease will be terminated at any time if the Lessee violates any of the Terms and Conditions of the lease as mutually agreed upon and the conditions of the Tender Document and this Lease Agreement.

8) That the Leased Commercial Space is situated in various floors of the Bus Terminal Complex at Kozhikode except the ground floor (The ground floor is reserved for the operation of KSRTC



57733)
File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)
Receipt No : 4259693/2020/TRANS(OS)

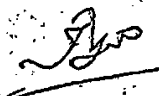
12

7

and for KTDFC). The total commercial area offered is provisionally calculated as 328460.32 Sqft. (Including parking space) as specified in detail in the Rentable Area Details and Floor Plan Sketch appended with the tender document as Annexure-1 & 2. If any variation is found in the measurement of the space allotted, on subsequent physical verification, the agreed monthly rent amount will be revised proportionately. No revision will be allowed on the Non - Refundable Deposit/upfront payment even if there be any variation of the area of space mentioned in the Tender Document. The lessee shall not have any right to demand refund of any portion of the upfront payment remitted even if there be any reduction in the total area. Similarly the agreed monthly rent shall be paid in advance on or before the 7th day of every calendar month.

9) That Over and above the amounts offered in the financial package payable, the Lessee is also liable to bear all the amounts required under GST/ other taxes as are applicable from time to time (except Land Tax, Building Tax and Property Tax for the Project Building), whether or not the responsibility for the payment of same is bestowed upon the Lessor or Lessee.

10) That if the Lessee retreats from this contract before the expiry of the tenure of the lease period, then, the lessee will be responsible for the financial loss to be incurred by KTDFC, till the successful subsequent allotment of space and the loss shall be recovered from any amount due to the lessee and if insufficient or absent then by legal means against the lessee including actions as per the provisions of the Kerala Revenue Recovery Act. In this regard, it is specified that the Non - Refundable Deposit/upfront payment remitted by the Lessee shall neither, under any circumstances whatsoever, be repaid to the Lessee for any reasons whatsoever, at any time during or on completion or premature termination of the lease, as the case may be, or thereafter nor the same can be claimed by the lessee to be adjusted against the financial loss occurred to KTDFC.



File No. TRANS-A2/217/2020-TRANS
Receipt No : 4259693/2020/TRANS(OS)

8

11) That No business or activity prohibited by the Government or by Acts or Rules or detrimental to the interest of KTDFC or KSRTC will be allowed in the Leased Commercial Space under any circumstance. The Lessee and its/his/her employees shall have to take all required precautions to see that none of their actions within the Leased premises shall amount to violation of terms and conditions of lease, any rules and regulations or cause any nuisance or annoyance or inconvenience to others, passengers, functioning of KTDFC & KSRTC and their operations and general public.

12) That the Lessee shall not make or permit under any circumstance, any alteration or additions to the Leased Commercial Space without obtaining prior written consent of KTDFC. If the Lessee is permitted to make any alterations or additions, it/he/she shall not be entitled to any compensation thereof. Similarly Lessee shall remove all such permitted alterations/ additions, if directed by KTDFC, at its/his/her own cost on the expiry/ termination of lease and handover the vacant possession of the leased premises & Ancillary Facilities to KTDFC in the same manner as it was handed over to it/ him/ her. The sub lessees, if any, shall be evicted by the Lessee at his/ its/ her own expense and responsibility in such circumstances.

13) That the Leased Commercial Space is allotted to the Lessee on lease on " AS IS WHERE IS WHAT EVER THERE IS " basis and without floor finishes and other interior finishes. These are to be done by Lessee at its own cost and expenses as per requirements and without causing any damage/ alteration to the structure. The verification of quality of construction, materials used for construction, plan, design, Total commercial area, etc. before the execution of this Lease deed has already been done by the Lessee. It shall also be the responsibility of the Lessee to ascertain for which purposes the space can be utilized as per rules in force as well as to ascertain which the spaces that can be utilized are. Similarly the subsequent renewals from time



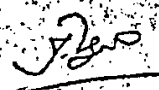
File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)
Receipt No : 4259693/2020/TRANS(OS)

14

9

to time of Certificate of Approval from Fire & Rescue Services Department, Consent to operate STP from Kerala State Pollution Control Board, License for operating Lifts & Escalators, Permissions from KSEB & Electrical Inspectorate, Permission if any needed to do interior works, additional works, etc., from the date of execution of this lease agreement till its expiry shall be the absolute responsibility of the Lessee at its own expense. KTDFC shall not have any responsibility in this regard.

14) That the Lessee shall bear, pay and discharge all existing and future taxes (except Land Tax, Building Tax and Property Tax), charges, assessments and out goings payable in respect of the Leased Space, Ancillary Facilities and common area space including electricity, additional deposit amounts with KSEB, water charges, taxes, etc. from the date of this lease Agreement till the date of handing over of vacant possession of the Leased Space and Ancillary Facilities (Leased Commercial Space) back to KTDFC. The Lessee shall manage the operation and maintenance of the Leased Space including Common Areas and lifts, escalators, corridors, lobbies, toilet blocks, etc. and Electrical Substations, Transformers, Sewage Treatment Plant, Generators, other equipments, Plant and machinery, etc., at its/his/her own expense and responsibility. All repairs and maintenance of the whole building other than the area allotted to KSRTC and KTDFC shall be the absolute responsibility of the Lessee at their own cost and expenses. The general up-keeping of the space (including that of Lifts, Escalators, Generators, electrical substation, etc.), painting of the leased space from time to time, housekeeping, security arrangements (including the engaging of sufficient number of security guards) of the space allotted, prompt operation of Pay & Park facility, Pay & Use Toilets in the Ground Floor, Advertisement (except ground floor) etc., subject to the directions and supervision of KTDFC.



Receipt No : 5013432/2021/TRANS(OS)

File No. TRANS-A2 70-2019-TRANS-Part(1) (Computer No. 1457733)
Receipt No : 4259693/2020/TRANS(OS)

10

shall be the right and responsibility of the Lessee for the whole period of Lease, at his/ her/ its own expense and cost.

15) That the Lessee shall at its own risk, cost and expenses make its own arrangements for taking electricity and water connection for the Leased Commercial Space including common area and Ancillary facilities, from the Authority concerned for which KTDFC will provide necessary assistance. Prior permission of KTDFC shall be obtained for this and the layout of electric lines, pipelines, water tank, if any, etc. shall be done according to the advice and approval of the Authority and KTDFC.

16) That KTDFC will give the benefit of all existing guarantees/warranties or Annual Maintenance Contracts(AMC) of the Building to the Lessee in respect of Electrical Substations, Transformers, Sewage treatment plant, Generators, Lifts, Escalators, other equipments, Plant and machinery, etc., if any, as may be possible and permissible by the Guarantee/Warranty or AMC providers. KTDFC doesn't give the Lessee any assurances or undertakings in this regard. KTDFC shall not have any responsibility in this regard and it shall not be responsible for any loss, expense, etc. with respect to the effecting of Guarantees/ Warranties or AMC provided by the Suppliers/ Contractors, if any. The payment of AMC charges for all existing AMCs, if any, applicable from the date of this lease Agreement onwards shall also be paid by the Lessee at its own cost and expenses. The Lessee shall always be responsible for keeping the above mentioned items in good working condition whether there be any Guarantee/Warranty or AMC applicable for the same or not. The Lessee shall absolutely be responsible at its own cost and expense for the proper upkeep, operation and maintenance of the items mentioned above. The loss or damage if any to any of the items mentioned shall also be indemnified to KTDFC by the Lessee.



Receipt No : 5013432/2021/TRANS(OS)

File No. TRANS-A2 70-2019-TRANS-Part(1) (Computer No. 1457733)
Receipt No : 4259693/2020-TRANS(OS)

10

shall be the right and responsibility of the Lessee for the whole period of Lease, at his/ her/ its own expense and cost.

15) That the Lessee shall at its own risk, cost and expenses make its own arrangements for taking electricity and water connection for the Leased Commercial Space including common area and Ancillary facilities, from the Authority concerned for which KTDFC will provide necessary assistance. Prior permission of KTDFC shall be obtained for this and the layout of electric lines, pipelines, water tank, if any, etc. shall be done according to the advice and approval of the Authority and KTDFC.

16) That KTDFC will give the benefit of all existing guarantees/warranties or Annual Maintenance Contracts(AMC) of the Building to the Lessee in respect of Electrical Substations, Transformers, Sewage treatment plant, Generators, Lifts, Escalators, other equipments, Plant and machinery, etc., if any, as may be possible and permissible by the Guarant^{ee}y/Warrant^y or AMC providers. KTDFC doesn't give the Lessee any assurances or undertakings in this regard. KTDFC shall not have any responsibility in this regard and it shall not be responsible for any loss, expense, etc. with respect to the effecting of Guarantees/ Warranties or AMC provided by the Suppliers/ Contractors, if any. The payment of AMC charges for all existing AMC s, if any, applicable from the date of this lease Agreement onwards shall also be paid by the Lessee at its own cost and expenses. The Lessee shall always be responsible for keeping the above mentioned items in good working condition whether there be any Guarant^{ee}y/Warrant^y or AMC applicable for the same or not. The Lessee shall absolutely be responsible at its own cost and expense for the proper upkeep, operation and maintenance of the items mentioned above. The loss or damage if any to any of the items mentioned shall also be indemnified to KTDFC by the Lessee.



File No. TRANS-A2/70/2019-TRANS-Parl(1) (Computer No. 1457733)
Receipt No : 4259693/2020/TRANS(OS)

16

11

17) That the Lessee can sublet the possession of the Leased Space, if it wishes to do so, either in whole or in part, to others with such rents and deposits as may be mutually agreed between the Lessee and Sub Lessees, strictly subject to and in adherence of the terms and conditions stipulated in the Tender Document and this Lease Agreement. KTDFC shall not have any responsibility for any actions of the Sub Lessees. Instead, Lessee shall always be bound and responsible to KTDFC and others for all and every actions of the Sub Lessees also and shall always indemnify and keep indemnified KTDFC if any loss, damage, expense, etc. that may be caused to KTDFC on account of the actions, inactions, breach, negligence, violations, etc. of the terms and conditions of this lease by the Lessee or Sub Lessees or their employees or representatives, as the case may be. In such cases of breach or violation by the Lessee or Sub Lessees or their employees or representatives, as the case may be, of the Terms and Conditions of the Tender Document or this lease agreement, the Lessee shall be responsible for the financial loss incurred by KTDFC and the same will be recovered from the Lessee by taking recourse to the procedure mentioned in this agreement regarding the recovery of amounts due from the lessee.

18) That the Lessee shall pay all taxes applicable from time to time including GST, TDS, TCS and Statutory Fees payable to the local bodies and fee/ subscription/ contribution payable to various Central/ State Authorities/ Departments like the EPF, etc., if any, as the case may be, during the period of Lease at its own cost and expense. Quarterly TDS Certificates in the prescribed forms under Income Tax Act, 1961 or such other rules/ Law from time to time, evidencing the TDS remitted has to be furnished to KTDFC by the Lessee in time. Lessee shall indemnify KTDFC against any damage, expenses or loss of rent arising due to deduction of amounts as tax from rent or due to short payment of tax deducted from rent to Government.



KTDFC shall not be responsible for any expenses that may be incurred by the Lessee due to any delay caused in the payment of taxes.

19) That the Lessee shall keep the Leased Commercial Space and premises clean at all times and shall make its own arrangements for proper disposal of garbage/ wastes. Otherwise, KTDFC will have the right to impose penalty. The Lessee is prevented from keeping or storing in or upon the space, petrol or any other goods of combustible, hazardous or explosive nature or goods/ items not permitted under law. Other than the sub letting of the Leased Space or using the Leased Space for own purposes, as permitted in the manner mentioned herein, the Lessee shall not have any other right over the Leased Space. The Lessee shall hand over the vacant possession of the Leased Commercial Space on completion of the lease period/ termination of lease after evicting the Sub Lessees, if any. The Lessee or Sub Lessee(s), as the case may be, shall not have any right to sell, mortgage, pledge, or in any way encumber or create any charge upon the Leased Space or the items in the Project or the Building (KSRTC Bus Terminal cum Shopping Complex at Kozhikode) in which the Leased Space is situated.

20) That the project and the KSRTC Bus Terminal cum Shopping Complex at Kozhikode are being handled by KTDFC on BOT basis in the property owned by Kerala State Road Transport Corporation (KSRTC). KSRTC has the absolute right over the areas earmarked for its operations, and to do all actions necessary for its operation. The Lessee shall not have any right to do any business, activities, etc. in the area earmarked for KSRTC and KTDFC. The business activities of the Lessee is strictly confined to the Leased Commercial Space so allotted as specified in the Rentable Area Details & Floor Plan Sketch in the Tender Document and the Plan Sketch appended to this Agreement. Similarly the area as may be earmarked for Police Aid Post, if any, shall also be provided from the Leased Space. In addition, the area in the Building in which the

Per

File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)

Receipt No : 4259693/2020/TRANS(OS)

13

Branch cum Maintenance Office of KTDFC is functioning, is also to be excluded from the Leased Space.

21) That the Lessee shall remit monthly rent and all other amounts promptly and shall pay interest at the rate of 12% per annum on the belated payments of the amounts, if any.

22) That the Lessee shall not cause or permit to do any act, which in the opinion of KTDFC, would disfigure and/ or damage the stability, life and strength of the Building. Lessee shall always keep the exterior and the interiors of the Leased Commercial Space in good and tenable condition and carry out necessary repairs and maintenance in time as may be directed by KTDFC.

23) That Lessee shall permit the Managing Director or any authorised officers of KTDFC to enter the Leased Commercial Space and inspect the conditions thereto and do the necessary works and repairs at all reasonable times at the cost of the Lessee, if the lessee fails to do the same, whether or not such damages are caused due to the actions of lessee. The Lessee and the Sub Lessees, if any, shall not use prohibited items and shall always try to have Eco-friendly measures adopted for the upkeep of the Leased Space and premises. The Lessee and Sub Lessees, if any, shall not conduct any businesses or operations which are against the Laws and Rules.

24) That it is the responsibility of the Lessee to obtain required license or permission, if any, from the Local Self Governments concerned/ Government Agencies for running the business/ functioning of office in the Leased Commercial Space, if required.

25) KTDFC reserves the right to maintain a Project Maintenance Team in the KSRTC Bus Terminal cum Shopping Complex at Kozhikode for the due supervision of the Building.



File No. TRANS-A2/217/2020-TRANS
Receipt No.: 4259693/2020/TRANS(OS)

14

26) That the Lessee and the Sub Lessees, if any, shall be responsible to keep all open spaces and entrances to the premises and the Building free from any obstruction and the same shall be kept clean and tidy at all times. No articles should be kept outside the Leased Commercial Space by the Lessee or the Sub Lessees, as the case may be.

27) That the Advertisement facilities can be installed and operated by the Lessee at such suitable places in the project in suitable manner subject to the compliance of Rules in this regard and further subject to the condition that the same shall not cause obstruction to the operation of KSRTC in the Bus Bay Floor i.e. in Ground Floor.

28) That the Lessee shall abide by the Terms & Conditions of the lease as detailed in the Tender Document and this Lease Agreement and such other conditions to be mutually agreed upon from time to time and rules in force. KTDFC shall at any time and from time to time be entitled to revise the terms and conditions by mutual consent.

29) Notwithstanding anything, if any, to the contrary contained in any other clause, KTDFC shall have the right to terminate the Lease forthwith and to take back the Leased Space and Ancillary Facilities, if anything is done by the Lessee or Sub Lessee(s), or their employees, representatives, etc. contrary to or in violation of the conditions mentioned in the Tender Document or this lease agreement, considering the gravity of violation, after giving prior notice of 45 days in writing and communicated to the Lessee by Registered Post with acknowledgement due. Within the said period of 45 days, the Lessee shall give vacant possession of the space to KTDFC (after evicting Sub Lessees if any) in the same condition as it was handed over to it, without any claim or excuse. If Lessee fails to hand over the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Lessee.



File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)
No : 4259693/2020/TRANS(OS)

20

15

and Sub Lessees, if any. If any loss, expense, damage, etc. is caused to KTDFC in this regard or on account of the actions, inactions, breach, negligence, violations, etc. of the Lessee or Sub Lessees, as the case may be, of the Terms and Conditions of this Lease, the same will also be recovered from the amounts due to the Lessee, if any, and if the same is not sufficient/ if there be no such amounts, the amount/ balance amount will be recovered from the Lessee by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly KTDFC shall also have the right to recover any other amounts found due from the Lessee by taking recourse to the procedure above mentioned.

30) Notwithstanding anything, if any, to the contrary contained in any other clauses, KTDFC also reserves the right to terminate the lease and to take back the vacant possession of the Leased Space and Ancillary Facilities, if the Lessee or Sub Lessees, as the case may be, commit any negligence, inadequacy of performance, violations, inactions, breach of terms, etc. of the provisions in the Tender Document or in this lease agreement or act detrimental to the interests of KTDFC, in the opinion of KTDFC, or if it has been directed by the Government of Kerala to terminate the lease at any time for any reason whatsoever, by serving 45 days notice in writing, without payment of any compensation or damages. In such cases, the loss and damage caused to KTDFC, if any, will also be recovered from such terminated Lessee from the amounts if any due to the Lessee and if the same is not sufficient/ if there be no such amounts, then by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. The Lessee shall always be fully responsible for any loss, damage, expenses, etc., if any, that may be caused to KTDFC due to any actions/ failure in taking actions on its/ Sub Lessee(s) part in accordance with the terms of the Tender Document & this lease agreement and such amounts shall also be recovered from the Lessee by taking recourse to the procedure above mentioned.



Receipt No : 5013432/2021/TRANS(OS)

File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)
Receipt No : 4259693/2020 TRANS(OS)

16

31) That KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal cum Shopping Complex at Kozhikode in the land owned by KSRTC, on BOT basis, on the basis of the orders issued by the Government of Kerala. As per the Government Orders, KTDFC shall operate the Project on BOT basis till the total project cost spent by KTDFC along with its applicable interest is realised fully from the Project and thereafter to hand over the Project to KSRTC. Hence, notwithstanding anything, if any, to the contrary contained in any other clauses, if it has been directed by the KSRTC, at the time of handing over of the Project by KTDFC to KSRTC on realisation of the entire project cost and applicable interest or on handing over of the Project by KTDFC on making any alternate arrangements for ensuring the realisation of the entire project cost and applicable interest by any other means, in case the lease period is not completed at the time of such handing over, to terminate the lease, KTDFC reserves its right to terminate this lease by serving 45 days notice in writing, without payment of any compensation or damages. Within the said period of 45 days, the Lessee shall give vacant possession of the space to KTDFC in the same condition as it was handed over to it without any claim or excuse. If the Lessee fails to hand over the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Lessee and Sub Lessees, if any. The Lessee shall be responsible for any loss, expense, damage, etc., if any, that may be caused to KTDFC in this regard. However if the Lessee and KSRTC/Government decide to continue the lease on mutual consent, the Lessee can continue the lease subject to the transfer of responsibility of the Lessee for the further payments of the agreed amounts to KSRTC or such other institution, strictly subject to the other conditions specified in the Tender Document and this and lease agreement. In such a scenario, the rights and responsibilities of KTDFC as the Lessor shall be transferred to KSRTC/Government, as if the Leased Commercial Space has been allotted by the latter.

File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)

Pl No : 4259693/2020/TRANS(OS)

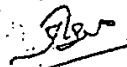
22

17

32) In applicable cases, the Lessee shall give necessary provisions from the Leased Space allotted to it for arranging provisions in accordance with the necessary/ obligatory/ statutory Fire and Safety Standards.

33) That the breach/ violation by the Lessee of any of the conditions mentioned herein will lead to the termination of lease, at the absolute right and discretion of KTDFC. Similarly the Sub Lessee(s), in case the Lessee sub let the space as a whole or in parts to others, shall also be bound and responsible for the due compliance of the said Terms and Conditions and directions. The breach, violation or non observance by Lessee or such Sub Lessee(s) of any of the terms and conditions of this lease and directions of KTDFC, may lead to the termination of lease considering the gravity of violation and taking back of vacant possession of the Leased Commercial Space by KTDFC, at its absolute right and discretion, from the Lessee without payment of any compensation or costs to anybody. As such, it is the absolute responsibility of the Lessee to supervise, control and ensure that all activities and businesses of the Sub Lessee(s), if any, in the Leased Commercial Space are strictly confined to and in compliance of the terms and conditions of lease as detailed in the Tender Document and this Lease Agreement. The Lessee shall ensure that the Sublease agreements between Lessee and Sub Lessee(s), if any, shall always be strictly in compliance with the terms and conditions of the lease of the Leased Space as detailed in the Tender Document and this Lease Agreement. It shall be the absolute responsibility of Lessee to ensure the same. If any dispute occurs, the provisions of this Lease agreement between KTDFC and Lessee shall always prevail over the Sub Lease Agreements.

34) The Lessee shall at its own cost and expense, insure and keep insured in the joint names of Lessee and KTDFC the Building in which the Leased Commercial Space is situated (including the Lifts, Escalators, electrical equipments, etc.) at all times against fire, flood, cyclone.



File No. TRANS-A2/70/2019-TRANS-Pan(1) (Computer No. 1457733)
Receipt No : 4259693/2020/TRANS(OS)

18

typhoon, lightning, explosion, riot, strike, earth quake, risks, short circuits and other acts of God and for such other risks for its full market value from time to time during the whole period of lease. The Lessee shall deliver copies of such insurance policies, cover notes, premium receipts, etc. to KTDFC. If the Lessee fails to effect such insurance, KTDFC will be at liberty, but not obliged, to insure the Building to cover the above mentioned risks and recover the premium and other charges from the Lessee. KTDFC shall have the absolute right to receive all the money payable under any such policy or under any claim made there under from the Insurance Company and to give a valid receipt thereof and the balance of such received amount, if any, after adjusting the value of loss caused to KTDFC, will be paid to the Lessee. KTDFC is entitled to adjust, settle, compromise or refer to arbitration any dispute between the Insurance Company and the insured arising from or under or in connection with any such policy or policies of insurance and such adjustment, settlement, compromise or any award made on such reference to arbitration shall be valid and binding on the Lessee. Lessee shall not be entitled to raise any question that a larger sum might or ought to have been received or due or to dispute its liability.

35) That the Lessee shall be fully responsible for the life and security of persons including the public in the Leased Commercial Space. The Lessee shall be responsible for the payment of compensation for any accidents, if any, that may occur in the Leased Commercial Space. Similarly, in case of necessity of making payment of compensation under the Workmen Compensation Act or under any law to any personnel engaged by the Lessee or Sub Lessee(s), if any, for any matters arising out of or in the course of employment under Lessee or Sub Lessee(s) or otherwise, the same shall be paid by the Lessee or Sub Lessee(s), as the case may be. KTDFC shall not have any responsibility in the above matters. If KTDFC has been directed by any



File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)
Receipt No : 4259693/2020/TRANS(OS)

24

19

authority to make any payment in the above matters, then such amount along with applicable interest shall be recovered by KTDFC from the Lessee.

36) In case any additional facilities are required for running the intended business in the allotted space, the same can be provided by the Lessee without encroaching upon any other unallotted space, after getting statutory or other approvals as required, at his/his/her own risk and cost, subject to the prior written consent of KTDFC.

II . The term 'KTDFC' shall also include its authorised officers, representatives, administrators, successors, heirs, assigns & transferees of the Project, if the circumstances so require.

III. The words denoting one gender shall include other or both genders or firms or body corporates and singular shall include plural and vice versa, wherever the context so requires/permits.

IV . This Agreement is executed in original in two sets with one set for each party hereto.

V. Dispute if any, arising out of and / or relating to this agreement which is unreserved through discussions between the parties, shall be subject to the exclusive jurisdiction of Court of competence having jurisdiction at Kozhikode, Kerala, where the subject matter of this lease is situated.

VI. The area where Corporation of Kozhikode has not Allotted Occupancy Number, no activities shall be carried out by the Lessee. In case Corporation of Kozhikode grant Occupancy Number for such areas in future and if the Lessee wishes to occupy those areas rent for such areas shall be calculated separately by KTDFC and Lessee has to pay such rent over and above the presently agreed rent.



Receipt No : 5013432/2021/TRANS(OS)

File No. TRANS-A2/70/2019-TRANS-Part(1) (Computer No. 1457733)

Receipt No : 4259693/2020/TRANS(OS)

20

VII. Any notice or other communication required or called for under this agreement shall be given in writing in English or Malayalam Language and be delivered in the address of the parties as mentioned in this Agreement or as may be advised by the parties in writing from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals on the day month and year first above written.

Signed, sealed and delivered for and on behalf of KTDFC by

Managing Director

Kerala Transport Development Finance Corporation Ltd.

In the presence of witnesses

1.

2.

Signed, sealed and delivered for and on behalf of M/s Alif Builders by

Managing Partner

M/s Alif Builders

In the presence of witnesses

1.

2.

T.P. SAJAN
ADVOCATE, Raji No. K/570/67
HIGH COURT OF KERALA
11th Floor, Morning Star Bldg.
Kochi - 68, Mob: 9447171263
Phone: 0454 - 2394507

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED

(A Non Banking Financial Company registered under Reserve Bank of India)



Regd. Office : Level 8 (6th floor), Trans Towers, Vazhutholacaud, Thiruvananthapuram - 695 014
Tel: 0471 - 232 6883, 232 7851, 232 7802, 232 1144, Fax : 0471-232 6884
E-mail : email@ktdfc.com, Web : www.ktdfc.kerala.gov.in, CIN : U 65923 KL 1991 SGC005985
No.KTDFC/BOTP/KKD/TENDER/329/2019

22/02/2021

To

Secretary to Government,
Transport (A) Department,
Government Secretariat,
Thiruvananthapuram.

Sir,

Sub: Allotment of Commercial space of KSRTC Bus Terminal Complex, Kozhikode

Ref: 1. Lr No. Trans-A2/70/2019-Trans dated 23/10/2020 by the Principal Secretary Transport.

2. This office Lr No.KTDFC/BOTP/KKD/SM/301/2018 dated 30/11/2019.

3. G.O. (Ms) No.8/2021/TRANS dated 19/02/2021

Kindly find enclosed draft of the proposed lease agreement with M/s.Alif Builders to be executed upon their furnishing stamp paper and other necessary documents. The changes advised by the Government as per letter No. Trans-A2/70/2019-Trans dated 23/10/2020 has been incorporated to the draft and the same may be approved by the Government for execution within the stipulated time.

Yours faithfully

Chairman and Managing Director

Encls: 1. Corrected draft lease agreement to be executed with M/s.Alif Builders (22 pages)

2. Lr No. Trans-A2/70/2019-Trans dated 23/10/2020 by the Principal Secretary Transport for incorporate changes in the proposed lease agreements (copy)

Branches : Thiruvananthapuram - 695014, Phone : 0471-232 1188, E-mail : hqbranch@ktdfc.com, Thiruvalla - 681 021, Phone : 0471-240 2799, E-mail : vtdbranch@ktdfc.com,
Kozhikode - 682 018, Phone : 0484-231 8718, 239 2801, E-mail : kmbranch@ktdfc.com, Mysore - 580 001, Phone : 0487-2323 688, E-mail : mysbranch@ktdfc.com,
Kannur - 675 001, Phone : 0475-272 4710, E-mail : knbranch@ktdfc.com

Receipt No : 5013432/2021/TRANS(OS)

T.P. SAJAN
Advocate

2nd floor, Morning Star Building
Kacheripady
Kochi-682018
Ph : 0484 2394607
Mob : 9447177248
Gmail : advocate sajantp@gmail.com

To,

The Chairman & Managing Director
KTDFC
Trans Towers, Vazhuthacaud
Thiruvananthapuram

Sir,

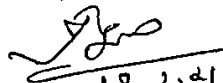
Sub: Modification and vetting of draft lease Agreement with respect to the
allotment of space at Kozhikode Bus Terminal Complex to M/s Alif
Builders-reg:

Ref:- That office letter No. KTDFC/BOTP/KKD/TENDER/329/2019 dated
17.02.2021

Kind attention is invited to the above captioned subject and reference. As requested vide reference cited, I have come to the Head Office of KTDFC on 18-02-2021 considering the urgency of matter and verified the records concerned. The revised draft of the lease Agreement, prepared in the light of the remarks of the Law (Conveyancing-Cell) Department enclosed with the letter No. Trans-A2/70/2019/Trans dated 23-10-2020 of the Transport Department as well on the basis of the instruction to include KSRTC also as a party to the Agreement and to make modifications in clause 31 of the draft Agreement, is submitted herewith. Similarly detailed Remarks on the points raised by the Law (Conveyancing -Cell) Department in their Note enclosed with the letter No. Trans-A2/70/2019/Trans dated 23-10-2020 of the Transport Department, is also submitted herewith.

Thanking you,

Yours faithfully,



T.P.Sajan
Standing Counsel, KTDFC

REMARKS1. Remarks on the point No.A of the Note

Even though the area is mentioned as 3 Acres in GO(Ms) No. 46/2007/Trans dated 05.11.2007, the actual extent of area as per the tax receipt No.1803709 dated 10.04.2018 is seen to be 3.22 Acres. The actual area has to be specified in the lease Agreement. Hence no change is necessary.

2. Remarks on the point No. B of the Note

As instructed, I have made necessary modifications in the draft lease agreement by including KSRTC as a party and also by modifying clause 31 of the draft lease agreement so as to enable the continuation of lease for 30 years even if the project be handed over to KSRTC before 30 years. It is only fair to include KSRTC as a party to the Agreement since this is a joint venture project of KTDFC & KSRTC. By including KSRTC as a party, the provisions of clause 13 & 16 of GO (Ms) No. 42/2007/Trans dated 25.10.2007 can be amicably complied as it can be construed that KSRTC gives its permission as per clause 16 of the G.O for continuation of lease upto 30 years.

3. Remarks on the point No. C of the Note

Lease agreement shall be executed only after the remittance of the Non-refundable deposit and the date of such deposit shall be entered in the blank space provided in the draft lease agreement.

4. Remarks on the point No. D of the Note

Necessary modifications to that effect has been included in the preamble portion of the revised draft lease agreement.

5. Remarks on the point No. E of the Note

It has been reported by BOT Section that the copies of Annexure-I & II were already submitted to the Transport Department along with letter No.

1



KTDFC/BOTP/KKD/TENDER/329/2019 dated 15.02.2020. It is discernible from the letter No. Trans-A2/70/2019/Trans dated 23-10-2020 of Transport Department, that the Transport Department, which is the Administrative Department in this case, hasn't suggested any modification to the same. Hence it has to be presumed that the Administrative Department has been satisfied with the Annexure I & II as suggested by Law Department.


6. Remarks on the point No. F of the Note

As already pointed out in the Remarks to Point No.B, necessary modifications in the draft lease agreement has been incorporated by including KSRTC as a party and also by modifying clause 31 of the draft lease agreement so as to enable the continuation of lease for 30 years even if the project be handed over to KSRTC before 30 years. It is only fair to include KSRTC as a party to the Agreement since this is a joint venture project of KTDFC & KSRTC. By including KSRTC as a party, the provisions of clause 13 & 16 of of GO (Ms) No. 42/2007/Trans dated 25.10.2007 can be amicably complied as it can be construed that KSRTC gives its permission as per clause 16 of the G.O for continuation of lease upto 30 years.

7. Remarks on the point No. G of the Note

It is discernible from the letter No. Trans-A2/70/2019/Trans dated 23-10-2020 that the Administrative Department hasn't suggested any modification to the same. Hence it has to be presumed that the Administrative Department has agreed the same. More over the providing of facilities to KSRTC has been specified in clause 2 of GO (Ms) No. 42/2007/Trans dated 25.10.2007. Similarly such provisioning of space for KSRTC and KTDFC in the Building is highly necessary for the Operation and Maintenance of the Project as well as for smooth operation of Buses by KSRTC. This provision of reserving the ground floor for KSRTC and KTDFC is a primary condition in the tender document itself.

8. Remarks on the point No. H of the Note

2


Necessary modifications has been incorporated in clause 7 of the revised draft lease agreement.

9. Remarks on the point No. I of the Note

Ground floor space hasn't been included for allotment in the Annexure I & II of the tender itself. Also it was clearly stipulated in the tender that the Pay & Use toilet facility in the ground floor is a permitted ancillary facility allowable to the highest tenderer. Hence there is no scope for confusion between the space allotment and ancillary facility allotment. It is in these circumstances that the pay & use toilets in the ground floor is mentioned in clause 14 of the draft lease Agreement. Moreover a detailed Plan Sketch of the Leased Commercial Space showing the commercial spaces in the building including the parking area and the Ancillary Facilities, which are leased out to the lessee, is to be appended to the lease Agreement as per clause 1 of the draft lease Agreement.

10. Remarks on the point No. J of the Note

(i) As already pointed out in the remarks to Point No.G, it is discernible from the letter No.Trans-A2/70/2019/Trans dated 23-10-2020 that the Administrative Department hasn't suggested any modification to the same. Moreover, providing of facilities to KSRTC has been specified in clause 2 of GO (Ms) No. 42/2007/Trans dated 25.10.2007. Similarly such provisioning of space for KSRTC and KTDFC in the Building is highly necessary for the Operation and Maintenance of the Project as well as for smooth operation of Buses by KSRTC. This provision of reserving the ground floor for KSRTC and KTDFC is a primary condition in the tender document itself.

(ii) In clause 20 of the draft lease Agreement, it was specified that "Similarly the area as may be earmarked for Police Aid Post, if any, shall also be provided from the leased space." What this means is that the lessee shall be responsible to pay rent for this portion also. Moreover this is specifically included in clause 26 of the tender document itself.



3

(iii) A detailed Plan Sketch of the Leased Commercial Space showing the commercial spaces in the building including the parking area and the Ancillary Facilities, which are leased out to the lessee, is to be appended to the lease Agreement as per clause 1 of the draft lease Agreement. Hence there will be no scope for confusion in this matter.

11. Remarks on the point No. K of the Note

Clause 34 has been modified in the revised draft lease agreement so as to make KTDFC responsible always to obtain Insurance for the building even if the lessee fails to do so. It is to be noted that it is a tender condition (clause 40) that the lessee has to spent amounts for obtaining insurance in the joint names of Lessee and KTDFC so that loss to exchequer can be avoided. It has also been now ensured by virtue of the modification incorporated in the revised draft that there will always be insurance for the building. So the purpose of clause 7 in the G.O is satisfied.

12. Remarks on the point No. L of the Note

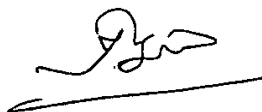
A detailed Plan Sketch of the Leased Commercial Space showing the commercial spaces in the building including the parking area and the Ancillary Facilities, which are leased out to the lessee, is to be appended to the lease Agreement as per clause 1 of the draft lease Agreement. Hence there will be no scope for confusion in this matter.

13. Remarks on the point No. M of the Note

a. Insertion of Amendment clause: As directed by the Law Department, a new clause no.37 has been incorporated in the revised draft lease agreement.

b. Insertion of Renewal clause: On going through the tender documents, this tender is seen invited only for a maximum period of 30 years without any option for further renewals. Hence it is not necessary to provide a renewal clause.

14. Remarks on the remaining aspects of stamp duty mentioned in the Note




Receipt No : 5013432/2021/TRANS(OS)

In the light of the remarks with respect to stamp duty, new clauses 38 & 39 are incorporated in the revised draft lease agreement.

Adv. T.P.Sajan

(K.570/1987)


18. 2. 21

Standing Counsel, KTDFC

File No.TRANS-A2/217/2020-TRANS



GOVERNMENT OF KERALA

Transport(A) Department

TRANS-A2/217/2020/TRANS

26/02/2021, Thiruvananthapuram

From

Secretary to Government

To

Chairman & Managing Director,
K.S.R.T.C.

Sir,

Sub: Transport- Allotment of Commercial Space of KSRTC Bus Terminal Complex, Kozhikode- Execution of tripartite agreement - reg:

Ref: Letter No.KTDFC/BOTP/KKD/TENDER/329/2019 Dated 22/02/2021 from the Chairman & Managing Director,KTDFC.

I am to forward herewith copy of the reference cited along with draft lease agreement to be executed between Managing Partner of M/s Alif Builders and CMD KTDFC & CMD KSRTC, for your opinion.

Yours Faithfully,

VIJAYASREE.K.S.

JOINT SECRETARY

For Secretary to Government.

Approved for Issue,

Section Officer.

Receipt No : 5005349/2021/TRANS(OS)

A

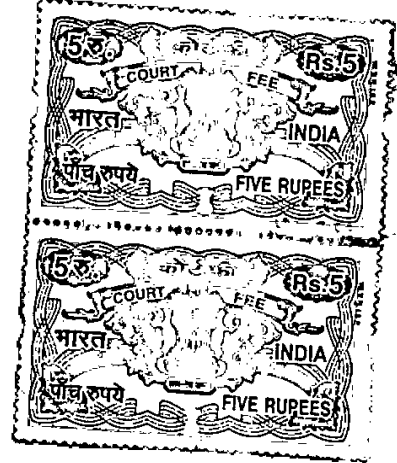
RL 92349002 HN
20/2രജിസ്ട്രേഡ് പോസ്റ്റായിവിവരാവകാശം 2005 പ്രകാരമുള്ള അപേക്ഷ.

പ്രേക്ഷിതൻ

അബ്ദുറഹിമാൻ.പി,
പാറപ്പുറത്ത് വീട്,
കാരന്തൂർ.പി.ഒ,
കോഴിക്കോട് ജില്ല. 673571

സ്വീകർത്താവ്

പൊതു വിവരാവകാശ ഓഫീസർ, ഗതാഗത
ഗവ: സെക്രട്ടറിയേറ്റ്, വടകുപ്പ
തിരുവനന്തപുരം.



സർ,

വിവരാവകാശ നിയമ പ്രകാരം താഴെ പറയുന്ന രേഖകളുടെ പകർപ്പ് ലഭ്യമാക്കാൻ അപേക്ഷ.

1. ഗതാഗത വകുപ്പിലെ ഫയൽ നമ്പർ TRANS-A2/217/2020-TRANS (Computer no. 1643043) പേജ് നമ്പർ 4, 5 എന്നിവയുടെ സാക്ഷ്യപ്പെടുത്തിയ പകർപ്പുകൾ
2. ഗതാഗത വകുപ്പിലെ ഫയൽ നമ്പർ TRANS-A2/70/2019-TRANS (Computer no. 1105313) 15 മുതൽ 40 വരെയുള്ള പേജുകളുടെ സാക്ഷ്യപ്പെടുത്തിയ പകർപ്പുകൾ.

കാരന്തൂർ

17-02-2021

വിശ്വസ്തതയോടെ,

അബ്ദുറഹിമാൻ.പി.

File No.TRANS-A2/217/2020-TRANS

"ഭരണഭാഷ- മാതൃഭാഷ"



കേരള സർക്കാർ



വിവരാവകാശം - അടിയന്തിരം

ഗതാഗത (എ) വകുപ്പ്

TRANS-A2/217/2020-TRANS

01/03/2021, തിരുവനന്തപുരം

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

ശ്രീ. അബ്ദു റഹീമാൻ പി.

പാറപ്പുറത്ത് വീട്,

കാരന്തൂർ പി.ഒ,

കോഴിക്കോട് ജില്ല, 673571

സർ,

വിഷയം:- ഗതാഗത വകുപ്പ് - വിവരാവകാശ നിയമം 2005 പ്രകാരം സമർപ്പിച്ച അപേക്ഷ - മറുപടി നൽകുന്നത് - സംബന്ധിച്ച്.

സൂചന:- 22/02/2021-ൽ ഈ വകുപ്പിൽ ലഭ്യമായിട്ടുള്ള താങ്കളുടെ വിവരാവകാശ നിയമപ്രകാരമുള്ള അപേക്ഷ.

വിവരാവകാശ നിയമപ്രകാരം താങ്കൾ സമർപ്പിച്ച സൂചനയിലെ അപേക്ഷയിലേക്ക് ശ്രദ്ധ ക്ഷണിക്കുന്നു. താങ്കൾ ആവശ്യപ്പെട്ടിരിക്കുന്ന വിവരങ്ങൾ ആകെ 28 പേജുകളുണ്ട്. പ്രസ്തുത പകർപ്പ് ലഭ്യമാക്കുന്നതിനായി ഒരു പേജിന് 2 രൂപ പ്രകാരം ആകെ 56/- രൂപ സംസ്ഥാനത്തെ ഏതെങ്കിലും സർക്കാർ ട്രഷറിയിൽ 0070-60-118-99- receipts under the Right to Information Act 2005

എന്ന ശീർഷകത്തിൽ ഒടുക്കിയതിന്റെ അസ്സൽ ചെലവ് ഹാജരാക്കുവാൻ താൽപ്പര്യപ്പെടുന്നു.

മേൽ മറുപടിക്കെതിരായി ആക്ഷേപമുള്ള പക്ഷം ഈ കത്ത് കൈപ്പറ്റി 30 ദിവസത്തിനകം അപ്പീൽ അപേക്ഷ സമർപ്പിക്കേണ്ടതാണ്. ഈ വകുപ്പിലെ അപ്പീൽ അധികാരിയുടെ മേൽ വിലാസം ചുവടെ ചേർത്തിരിക്കുന്നു.

ജോയിന്റ് സെക്രട്ടറി, ഗതാഗത വകുപ്പ്, റൂം നമ്പർ - 205 എ, അനക്സ് 1 , ഗവൺമെന്റ് സെക്രട്ടേറിയറ്റ്, തിരുവനന്തപുരം, ഫോൺ- 0471 2518284

വിശ്വസ്തയോടെ,

BINDU.R.

UNDER SECRETARY

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

ഫോൺ- 0471 2517255

File No.TRANS-A2/217/2020-TRANS

File No. TRANS-A2/217/2020-TRANS

"ഭരണഭാഷ- മാതൃഭാഷ"



കേരള സർക്കാർ



വിവരാവകാശം - അടിയന്തിരം

ഗതാഗത (എ) വകുപ്പ്

TRANS-A2/217/2020-TRANS

01/03/2021, തിരുവനന്തപുരം

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

ശ്രീ. അബ്ദു റഹീമാൻ പി.

പാറപ്പുറത്ത് വീട്,

കാരന്തൂർ പി.ഒ,

കോഴിക്കോട് ജില്ല, 673571

സർ,

വിഷയം:- ഗതാഗത വകുപ്പ് - വിവരാവകാശ നിയമം 2005 പ്രകാരം സമർപ്പിച്ച അപേക്ഷ -
മറുപടി നൽകുന്നത് - സംബന്ധിച്ച്.

സൂചന:- 22/02/2021-ൽ ഈ വകുപ്പിൽ ലഭ്യമായിട്ടുള്ള താങ്കളുടെ വിവരാവകാശ
നിയമപ്രകാരമുള്ള അപേക്ഷ.

വിവരാവകാശ നിയമപ്രകാരം താങ്കൾ സമർപ്പിച്ച സൂചനയിലെ അപേക്ഷയിലേക്ക് ശ്രദ്ധ
ക്ഷണിക്കുന്നു. താങ്കൾ ആവശ്യപ്പെട്ടിരിക്കുന്ന വിവരങ്ങൾ ആകെ 28 പേജുകളാണ്. പ്രസ്തുത
പകർപ്പ് ലഭ്യമാക്കുന്നതിനായി ഒരു പേജിന് 2 രൂപ പ്രകാരം ആകെ 56/- രൂപ സംസ്ഥാനത്തെ
ഏതെങ്കിലും സർക്കാർ ട്രഷറിയിൽ 0070-60-118-99- receipts under the Right to Information
Act 2005

എന്ന ശീർഷകത്തിൽ ഒട്ടുകിയതിന്റെ അസ്സൽ ചെലവ് ഹാജരാക്കുവാൻ താൽപ്പര്യപ്പെടുന്നു.

മേൽ മറുപടിക്കെതിരായി ആക്ഷേപമുള്ള പക്ഷം ഈ കത്ത് കൈപ്പറ്റി 30
ദിവസത്തിനകം അപ്പീൽ അപേക്ഷ സമർപ്പിക്കേണ്ടതാണ്. ഈ വകുപ്പിലെ അപ്പീൽ
അധികാരിയുടെ മേൽ വിലാസം ചുവടെ ചേർത്തിരിക്കുന്നു.

ജോയിന്റ് സെക്രട്ടറി, ഗതാഗത വകുപ്പ്, റൂം നമ്പർ - 205 എ, അനക്സ് 1 , ഗവൺമെന്റ്
സെക്രട്ടേറിയറ്റ്, തിരുവനന്തപുരം, ഫോൺ- 0471 2518284

വിശ്വസ്തയോടെ,

BINDU.R.

UNDER SECRETARY

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

ഫോൺ- 0471 2517255

Receipt No : 5071086/2021/TRANS(OS)

കെ. എസ്. മധുസൂദനൻ
ഗതാഗത വകുപ്പുമന്ത്രിയുടെ
പ്രൈവറ്റ് സെക്രട്ടറി
കേരളം



ACTION TODAY



റൂം നമ്പർ 358, ഒന്നാം നില
ഗവൺമെന്റ് സെക്രട്ടേറിയറ്റ്
തിരുവനന്തപുരം-695 001

ഫോൺ { ഓഫീസ് : 0471-2518178
0471-2332021
മൊബൈൽ : 9188404060

നം. 119/പി.എസ്/2021/എം.(ടി)

19.03.2021
തീയതി.....

കുറിപ്പ്

ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ കെ.ടി.ഡി.എഫ്.സി. നിർമ്മിച്ച കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യാവശ്യത്തിനുള്ള സ്ഥലം ടെൻഡർ പ്രകാരം ഉയർന്ന തുക രേഖപ്പെടുത്തിയ കക്ഷിക്ക് അനുവദിച്ചു നൽകുന്നതിനുള്ള 17.02.2021-ലെ മന്ത്രിസഭാ യോഗ തീരുമാനം ഒരു മാസം കഴിഞ്ഞിട്ടും ഇതുവരെ നടപ്പിലാക്കി കാണുന്നില്ല. ഉദ്യോഗസ്ഥതലത്തിൽ ഉണ്ടാകുന്ന കാലതാമസം മൂലം മന്ത്രിസഭാ യോഗ തീരുമാനം നടപ്പിലാക്കുന്നതിൽ വീഴ്ചവരുത്തുന്നത് ഗൗരവതരമായി കാണുന്നതും അത് പ്രകാരം തുടർനടപടികൾ സ്വീകരിക്കേണ്ടിവരുന്നതുമാണ് എന്നും വൻ സാമ്പത്തിക നഷ്ടമാണ് ഇതുമൂലം ബന്ധപ്പെട്ട സ്ഥാപനങ്ങൾക്ക് ഉണ്ടായിക്കൊണ്ടിരിക്കുന്നത് എന്നും ബഹു. ഗതാഗത വകുപ്പുമന്ത്രി അറിയിച്ചിട്ടുണ്ട്. ആയതിനാൽ മന്ത്രിസഭാ തീരുമാനം കൈക്കൊണ്ട ഫയലും ബന്ധപ്പെട്ട മറ്റു ഫയലുകളും (A2/70/2019/Trans.) കാലതാമസം വരുത്തിയതിനുള്ള കാരണം വ്യക്തമാക്കിക്കൊണ്ട് ഇന്നുതന്നെ ബഹു. ഗതാഗത വകുപ്പുമന്ത്രിയ്ക്ക് സമർപ്പിക്കാൻ അദ്ദേഹം നിർദ്ദേശിച്ചിട്ടുണ്ട്.

ഫയൽ ഇന്നുതന്നെ ബഹു. ഗതാഗത വകുപ്പുമന്ത്രിയ്ക്ക് സമർപ്പിക്കണമെന്ന് താൽപര്യപ്പെടുന്നു.

പ്രിൻസിപ്പൽ സെക്രട്ടറി,
ഗതാഗത വകുപ്പ്.

പ്രൈവറ്റ് സെക്രട്ടറി.

See (To) who is handling
may sign

കെ. ആർ. ജോർജ്ജ്
പ്രിൻസിപ്പൽ സെക്രട്ടറി
ഗതാഗത, വ്യോമയാനം, മത്സ്യ വകുപ്പ്
മുഖ്യമന്ത്രി, തിരുവനന്തപുരം
ഫോൺ നം. 325187
2518669

**KERALA STATE ROAD TRANSPORT CORPORATION**

Transport Bhavan, Fort, Thiruvananthapuram-695023

Phone: 0471-2462829(Office), Mob: 9400058900

E-mail: cmd@kerala.gov.in, ksrtccmd@gmail.com, Website : www.keralartc.com

നമ്പർ .ES6/030557/14

18/03/2021

BIJU PRABHAKAR IAS

CMD, K S R T C &

Secretary to Government (Transport & SJ/WCD)

Government of Kerala



സ്വീകർത്താവ്

സെക്രട്ടറി

ഗതാഗത വകുപ്പ് (എ)

ഗവ : സെക്രട്ടറിയേറ്റ്,

തിരുവനന്തപുരം

സർ,

വിഷയം: കോഴിക്കോട് BOT ബസ് ടെർമിനലിൽ കെ.എസ്.ആർ.ടി.സി - ക്ക്
 വേണ്ടിയുള്ള അടിസ്ഥാന സൗകര്യങ്ങൾ - സ്ഥലങ്ങൾ
 അനുവദിക്കുന്നത് സംബന്ധിച്ച് :-

സൂചന :- TRANS-A2/217/2020/TRANS തീയതി 26/02/2021

കെ.എസ്.ആർ.ടി.സി - കെ.ടി.ഡി.എഫ്.സി BOT വ്യവസ്ഥയിൽ നിർമ്മിച്ച
 കോഴിക്കോട് ബസ് ടെർമിനലിൽ കം ഷോപ്പിംഗ് കോപ്ലെസിൽ യാത്രക്കാർക്ക്
 വേണ്ടിയുള്ള സൗകര്യങ്ങൾ വർദ്ധിപ്പിക്കുന്നതിനും , കെ.എസ്.ആർ.ടി.സി - യുടെ
 ടിക്കറ്റിതര വരുമാനം വർദ്ധിപ്പിക്കുന്നതിനും ചുവടെ പറയുന്ന ആവിശ്യങ്ങൾ
 പരിഗണിക്കുന്നതിനുള്ള നടപടികൾ സ്വീകരിക്കുവാൻ താൽരുപെടുന്നു

1. കെ.എസ്.ആർ.ടി.സി , കെ.ടി.ഡി.എഫ്.സി , ലൈസൻസി എന്നിവരുമായി ഒരു
 ത്രി കക്ഷി കരാർ ഒപ്പിടണം. ഈ ത്രി കക്ഷി കരാറിനു ശേഷമേ സബ്
 ലൈസൻസുകൾ നൽകുവാൻ പാടുള്ളൂ.

2. ലൈസൻസി ഏർപ്പെടുന്ന എല്ലാ ഉപ കരാറുകളും കെ.എസ്.ആർ.ടി.സി-യ്ക്ക് കൂടി ലഭ്യമാക്കണം. ഇങ്ങനെ കരാറിലാത്തവരെ അനധികൃത കയ്യേറ്റക്കാരായി കണക്കാക്കി ഒഴിപ്പിക്കാനുള്ള നടപടി സ്വീകരിക്കണം.
3. 43 ലക്ഷം പ്രതിമാസ വാടകയുടെ 50 % Rs.21.5 ലക്ഷം രൂപ TDS കഴിച്ച് കെ.എസ്.ആർ.ടി.സി-യ്ക്ക് നേരിട്ട് ലഭിക്കണം. ഇപ്രകാരം നിശ്ചയിക്കപ്പെട്ട ലൈസൻസ് തുക ലൈസൻസി എല്ലാ മാസവും അഞ്ചാം തീയതിക്ക് മുൻപായി മുടക്കം കൂടാതെ ഒതുക്കേണ്ടതാണ്. ഇങ്ങനെ ലൈസൻസി ഒടുക്കുന്നതിൽ വീഴ്ച വരുത്തിയാൽ കടിശികയിടുന്ന ആദ്യത്തെ ആറു മാസം 18% പിഴപ്പലിശ ആടക്കം ഒടുക്കേണ്ടതാണ്. ആറു മാസത്തിലധികമായി ലൈസൻസ് ഫീ ഒടുക്കുന്നതിൽ വീഴ്ചവരുത്തിയാൽ കോർപ്പറേഷൻ ലൈസൻസിയെ സ്വമേധയാ കെട്ടിടത്തിൽ നിന്ന് ഒഴിപ്പിക്കുന്നതായിരിക്കും.
4. ലൈസൻസി ഏർപ്പെടുന്ന എല്ലാ ഉപകരാറുകളും ത്രി കക്ഷി കരാറിന്റെ കാലാവധിയുള്ളതിൽ അവസാനിക്കുന്നതായിരിക്കണം. ഇപ്രകാരം ഏർപ്പെടുന്ന ഉപകരാർ പ്രകാരം കെട്ടിടം മൊത്തത്തിലോ ഭാഗികമായോ അനുവദിക്കുന്നതിൽ യാതൊരു തരത്തിലുമുള്ള ബാധ്യതകളും പാട്ടക്കരാർ കാലാവധിയായ 30 വർഷത്തിനു ശേഷമോ കരാർ കാലാവധി അവസാനിക്കുന്നതിനു ശേഷമോ നിലനിൽക്കുവാൻ പാടുള്ളതല്ല. ഇപ്രകാരമുള്ള കരാറിന്റെ പകർപ്പ് കെ.എസ്.ആർ.ടി.സി-യ്ക്ക് നൽകേണ്ടതാണ്. കരാർ കാലാവധിക്ക് ശേഷം പാട്ടം , വാടക , മറ്റേതെങ്കിലും തരത്തിലുള്ള കൈമാറ്റം നിയമപരമായി തുടക്കത്തിലെ റദ്ദാക്കുന്നതായിരിക്കും.
5. കെ.എസ്.ആർ.ടി.സി-ക്ക് അനുവദിച്ചിട്ടുള്ള സ്ഥലത്ത് ത്രികക്ഷി കരാർ സംബന്ധിച്ചുള്ള വിശദാംശങ്ങൾ പ്രദർശിപ്പിക്കുന്നതായിരിക്കും. ഇതിനുപുറമേ മറ്റാർക്കും ഉപകരാർ പ്രകാരം സ്ഥലം അനുവദിക്കുന്നതല്ല. എന്നുമുള്ള കർശന നിർദ്ദേശം ഉൾപ്പെടുത്തി പ്രദർശിപ്പിക്കുന്നതാണ്. കെ.എസ്.ആർ.ടി.സി അനുവദിച്ച സ്ഥലത്ത് ലൈസൻസിയുമായി ഏതെങ്കിലും ഉപകരാറിൽ ഏർപ്പെട്ടാൽ ആയത് ത്രി കക്ഷി കരാർ കാലാവധി അവസാനിക്കുമ്പോൾ ഉള്ള ബാധ്യതകൾ ഉപകരാറിൽ

എൻ്റെപ്പടുന്നയാളുടെ ബാധ്യതയായിരിക്കും എന്ന മുന്നറിയിപ്പും പ്രദർശിപ്പിക്കേണ്ടതാണ്.

6. ബസ് സ്റ്റേഷൻ്റെ മുന്നിലുള്ള സ്ഥലത്ത് ' 4 ' Shop on wheels സ്ഥാപിച്ച് വാടകയ്ക്ക് നൽകുന്നതിനുള്ള അനുമതി നൽകണം.
7. നിലവിലുള്ള ഡീസൽ പമ്പ് , പെട്രോൾ കൂടി ഉൾപ്പെടുത്തി പൊതു ജനത്തിനു കൂടി പ്രയോജനപ്പെടുത്തുന്ന വിധത്തിൽ retail outlet ആക്കി പ്രവർത്തിപ്പിക്കും. ആയതിനു വിഹാരം സൃഷ്ടിക്കരുത്.
8. സർവ്വീസ് നടത്തിപ്പിനായി കെ.എസ്.ആർ.ടി.സി -യ്ക്ക് വിട്ടു നൽകിയിട്ടുള്ള ഗ്രൗണ്ട് ഫ്ലോറിൽ പരസ്യം സ്ഥാപിക്കുന്നതിനുള്ള അനുമതി കെ.എസ്.ആർ.ടി.സി-യ്ക്ക് ലഭ്യമാക്കണം , മാറ്റ് പരസ്യങ്ങൾ കെ.എസ്.ആർ.ടി.സി യുടെ സ്ഥലത്ത് അനുവദിക്കുന്നതല്ല.
9. കെ.എസ്.ആർ.ടി.സി-യുടെ യാത്രക്കാർക്ക് വാഹനം പാർക്ക് ചെയ്യുന്നതിന് Two wheeler, Four wheeler എന്നിവയ്ക്ക് പ്രത്യേകം സൗകര്യം മാർക്ക് ചെയ്ത് നൽകണം.
10. യാത്രക്കാരുടെ വാഹനം പാർക്ക് ചെയ്യുന്നതിനുള്ള നിരക്ക്, Weekly /Monthly pass എന്നിവ നിശ്ചയിക്കുന്നതിന് മുമ്പായി കെ.എസ്.ആർ.ടി.സി -യുമായി ചർച്ച നടത്തണം. കെ.എസ്.ആർ.ടി.സി ദീർഘദൂര യാത്രക്കാർക്കായി ഒരു ടിക്കറ്റിനോടൊപ്പം പാർക്കിംഗ് തുകയും ചേർത്ത് ഒരു പാക്കേജ് ആയി നൽകുവാനുള്ള സഹകരണം ഉണ്ടായിരിക്കണം . പാർക്കിംഗിന് ലഭ്യമാകുന്ന തുക കെ.എസ്.ആർ.ടി.സി ലൈസൻസിന് നൽകുകയോ, നൽകുന്ന വാടകയിൽ നിന്ന് കുറയ്ക്കുകയോ ആകാം.
11. കെ.എസ്.ആർ.ടി.സി ജീവനക്കാർക്ക് സൗജന്യമായി വാഹനം പാർക്ക് ചെയ്യുവാൻ അനുമതി വേണം. അതിനായി പ്രത്യേക സ്ഥലം മാർക്ക് ചെയ്ത് നൽകണം. യാത്രക്കാർക്ക് AC & Non AC dormitory , Locker room, Single room എന്നീ

സൗകര്യങ്ങൾ Plan - A അനുസരിച്ച് Mezzanine floor-ൽ ഉണ്ടായിരിക്കണം .ഇതിന്റെ വരുമാനം Lessee -ക്ക് എടുക്കാവുന്നതാണ്.

12. Mezzanine floor -ൽ "SAFE STAY " എന്ന പേരിൽ 10 single room (Bath attached) 50 bedded A/C and 50 bedded non A/C dormitory എന്നിവ ഒരുക്കണം. ഇവിടത്തെ Toilet-കൾ വൃത്തിയുള്ളതും സുരക്ഷിതവും ആയിരിക്കണം. വനിതകൾ താമസിക്കുന്ന സ്ഥലത്ത് ladies staff-നെ മാത്രമേ നിയോഗിക്കുവാൻ പാടുള്ളൂ . ഇതിന്റെ വരുമാനം Lessee -ക്ക് എടുക്കാവുന്നതാണ്.
13. യാത്രക്കാർക്ക് ഭക്ഷണം കഴിക്കുന്നതിനായി Veg. , Non Veg. Restaurant , food court എന്നിവ ബേസ്മെന്റ്-1 ഫ്ലോറിലും , ഫസ്റ്റ് ഫ്ലോറിലും വേണം. സൗകര്യങ്ങൾ പ്ലാൻ -A അനുസരിച്ച് Mezzanine floor-ൽ ഉണ്ടായിരിക്കണം. ഇതിന്റെ വരുമാനം Lessee-ക്ക് എടുക്കാവുന്നതാണ്.
14. വാടകയിൽ നിന്നും Maintenance Charge കറവ് ചെയ്യാൻ പാടില്ല. കെട്ടിടത്തിന്റെ പൂർണ്ണ Maintenance ലൈസൻസിയുടെ ഉത്തരവാദിത്വം ആയിരിക്കും.
15. കെ.എസ്.ആർ.ടി.സി ഉപയോഗിക്കുന്ന വെള്ളം, വൈദ്യുതി എന്നിവയ്ക്ക് പ്രത്യേകം മീറ്റർ ലൈസൻസിയുടെ ചിലവിൽ സ്ഥാപിക്കണം. ഇവയ്ക്കുള്ള വെള്ളക്കരം, വൈദ്യുത ചാർജ്ജ് കെ.എസ്.ആർ.ടി.സി വഹിക്കുന്നതായിരിക്കും .
16. ഒരു പുതിയ കിണർ ലൈസൻസിയുടെ ചെലവിൽ കഴിക്കുകയും , നിലവിലെ sump tank- ൽ ഒരു ലക്ഷം ലിറ്റർ Capacity ഉള്ള ടാങ്ക് കെ.എസ്.ആർ.ടി.സി-യുടെ ഉപയോഗത്തിനായി separate ചെയ്ത് നൽകണം .
17. കെ.എസ്.ആർ.ടി.സി യുടെ മേഖലാ ഓഫീസിനായി അനുവദിക്കാമെന്ന് 02/06/2005-ലെ യോഗ തീരുമാനത്തിൽ പറഞ്ഞിരുന്ന സ്ഥലം (1000 Sqft.) പൂർത്തിയാകാതെ കിടക്കുകയാണ്. ഇത് പൂർത്തിയാക്കി കെ.എസ്.ആർ.ടി.സി -യ്ക്ക് കൈമാറേണ്ടതാണ് . (മിനിട്സ് ഉള്ളടക്കം ചെയ്യുന്നു).

18. ഗ്രൗണ്ട് ഫ്ലോറിൽ ബസിന്റെ നീക്കത്തിന് തടസ്സമായി സ്ഥാപിച്ചിരിക്കുന്ന fire fighting , ജനറേറ്റർ എന്നിവ മാറ്റി സ്ഥാപിക്കണം.
19. അധികമായി ട്രാൻസ്ഫോർമർ സ്ഥാപിക്കുന്നതിനുള്ള സ്ഥലം അവിശ്വമുള്ള പക്ഷം കെ.എസ്.ആർ.ടി.സി ന്നുക. ആയതിന് പ്രതിമാസം ചതുരശ്ര അടിക്ക് Rs.35/- നിരക്കിലും പ്രതിവർഷ വർദ്ധനവിലും കെ.എസ്.ആർ.ടി.സി-യ്ക്ക് നൽകേണ്ടതാണ്
20. യാത്രക്കാരുടെ സൗകര്യത്തിനായി ബസ് സ്റ്റേഷൻ കെട്ടിടത്തിന്റെ രണ്ട് അറ്റത്തായി സ്ഥാപിച്ചിരിക്കുന്ന വനിതകൾക്കും , പുരുഷന്മാർക്കും ഉള്ള Toilet complex രണ്ടായി ഭാഗിച്ച് രണ്ട് സ്ഥലത്തും പുരുഷന്മാർക്കും , സ്ത്രീകൾക്കുമായുള്ള ഭോയിലറ്റ് സൗകര്യം ഒരുക്കേണ്ടതാണ്.

മേൽപ്പറഞ്ഞ വ്യവസ്ഥ ത്രി കക്ഷി കരാറിൽ ഉൾപ്പെടുത്താനുള്ള നടപടികൾ സ്വീകരിക്കണം എന്ന് അഭ്യർത്ഥിക്കുന്നു.

വിശ്വസ്തയോടെ,

ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടർ

പകർപ്പ്: ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടർ,

കെ.ടി.ഡി.എഫ്.സി - മുൻകൂർ അറിവിലേക്കായി

1

“ഭരണഭാഷ-മാതൃഭാഷ”



കേരള സ്റ്റേറ്റ് റോഡ് ട്രാൻസ്പോർട്ട് കോർപ്പറേഷൻ
ഇസെഡ്.ഒ /0493/15/ കെ.കെ.ഡി

സോണൽ ആഫീസറുടെ കാര്യാലയം,
നോർത്ത് സോൺ 5, കോഴിക്കോട്,
ഇ-മെയിൽ : zokkd@kerala.gov.in
ഫോൺ: 0495- 2727458, തീയതി 03.06.2015

മിനുട്സ്

വിഷയം:- 01.06.2015-ന് കോഴിക്കോട് ഗസ്റ്റ് ഹൗസിൽ വച്ച് ബഹു:ഗതാഗതവകുപ്പ് മന്ത്രി ശ്രീ.തിരുവഞ്ചൂർ രാധാകൃഷ്ണൻ അവർകൾ, ബഹു:എം.പി. ശ്രീ.എം.കെ.രാഘവൻ അവർകൾ, ശ്രീ.ആന്റണി ചാക്കോ ബഹു:സി.എം.ഡി, കെ.എസ്.ആർ.ടിസി, ശ്രീമതി ഡോ. ഉഷാദേവി ബാലകൃഷ്ണൻ ബഹു:സി.എം.ഡി കെ.ടി.ഡി.എഫ്.സി എന്നിവരുടെ സാന്നിധ്യത്തിൽ കോഴിക്കോട് ബി.ഒ.ടി സ്റ്റാന്റുമായി ബന്ധപ്പെട്ട പ്രശ്നങ്ങൾ അംഗീകൃത യൂണിയൻ പ്രതിനിധികളുമായി ചർച്ച നടത്തിയതിന്റെ അടിസ്ഥാനത്തിൽ 02.06.2015-ന് കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സിയുടെ പുതിയ ബസ് ടെർമിനലിൽ വച്ച് ചേർന്ന യോഗത്തിൽ പങ്കെടുത്തവരും തീരുമാനങ്ങളും.

പങ്കെടുത്തവർ:-

1. ശ്രീ.മുഹമ്മദ് സഫറുള്ള, സോണൽ ആഫീസർ
2. ശ്രീ.പി.ശശിധരൻ, സോണൽ ആഫീസർ, എറണാകുളം
3. ശ്രീ.വേണുഗോപാൽ, പ്രൊജക്ട് മാനേജർ, കെ.ടി.ഡി.എഫ്.സി
4. ശ്രീ.കെ.പി.പ്രകാശ് ചന്ദ്ര, വർക്സ് മാനേജർ, ആർ.ഡബ്ല്യു, കോഴിക്കോട്
5. ശ്രീ.ഗിരീഷ്.പി., എ.ഡബ്ല്യു.എം.കണ്ണൂർ
6. ശ്രീ.വി.വിജയകൃഷ്ണൻ, എ.ടി.ഒ, കോഴിക്കോട്
7. ശ്രീ.സി.അനീൽകുമാർ, ഡി.ഇ, കോഴിക്കോട്
8. ശ്രീ.കെ.പ്രമോദ്കുമാർ, എ.ഇ, സിവിൽ വിംഗ്
9. ശ്രീ.സി.കൃഷ്ണരാജൻ, കെ.ടി.ഡി.എഫ്.സി
10. ശ്രീ.പി.ഗിരീശൻ, ടി.ഡി.എഫ്.
11. ശ്രീ.ഇ.അബ്ദുൽ ബഷീർ, ടി.ഡി.എഫ്
12. ശ്രീ.വി.വിജയകൃഷ്ണൻ, കെ.എസ്.ആർ.ടി.ഇ.എ
13. ശ്രീ.വി.എസ്.ഇന്ദുകുമാർ, കെ.എസ്.ആർ.ടി.ഇ.എ
14. ശ്രീ.കെ.എൻ.അഷ്റഫ്, ടി.ഡി.എഫ്
15. ശ്രീ.ടി.ബിനീഷ്ലാൽ, ലേബർ യൂണിയൻ
16. ശ്രീ.സന്ദു.കെ, എ.ഐ.ടി.യു.സി
17. ശ്രീ.കെ.പി.ഹരീഷ്, കെ.എസ്.ടി.ഇ.എസ്

യോഗത്തിൽ കോഴിക്കോട് സോണൽ ആഫീസർ അദ്ധ്യക്ഷത വഹിച്ചു. യോഗനടപടികൾ ആരംഭിക്കുന്നതിന്റെ മുമ്പ് കെ.എസ്.ആർ.ടി.സിയിലെ അംഗീകൃത സംഘടന പ്രതിനിധികളും കെ.എസ്.ആർ.ടി.സി ഉദ്യോഗസ്ഥരുമായി ചർച്ച നടത്തിയതിൽ ഉരുത്തിരിഞ്ഞ വസ്തുതകളും ആവശ്യങ്ങളും സോണൽ ആഫീസർ യോഗത്തിൽ അവതരിപ്പിച്ചു.

തീരുമാനങ്ങൾ

അഡ്മിനിസ്ട്രേറ്റീവ് ബ്ലോക്കിന്റെ ബേസ്മെന്റ് ഫ്ലോറിൽ 5 വീതം ബാത്ത്റൂം, ടോയ്ലറ്റും, റെക്കോർഡ് റൂം, ടു വീലർ പാർക്കിംഗ് ക്രമീകരിക്കണം, ഗ്യാരേജിൽ നിന്നും ബേസ്മെന്റ് ഫ്ലോറിലേയ്ക്ക് ഒരു സ്റ്റീൽ ലാഡർ എന്നിവ നിർമ്മിക്കണം(വടക്ക് വശം).

ഗ്രൗണ്ട് ഫ്ലോർ:- വാഷിംഗ് പിറ്റും, ഇൻസ്പെക്ഷൻ പിറ്റും തമ്മിൽ പാർട്ടീഷ്യൻ നിർമ്മിക്കണം. ഇൻസ്പെക്ഷൻ പിറ്റിൽ വാട്ടർ കണക്ഷൻ, ലൈറ്റ്, മൾട്ടി ആക്സിൽ ബസ്സുകൾ ചെക്ക് ചെയ്യാനാവശ്യമായ സംവിധാനം എന്നിവ ശരിയാക്കണം. വർക്ക് ഷോപ്പിൽ പവർ പ്ലഗുകൾ സ്ഥാപിക്കണം. പതിനെട്ട് ടൺ കപ്പാസിറ്റിയുള്ള ലിഫ്റ്റ് ഏർപ്പെടുത്താൻ നടപടി സ്വീകരിക്കണം. ഗാറേജിന്റെ മുമ്പ് വശത്ത് തൂണുകളില്ലാത്ത കാനോപ്പി നിർമ്മിക്കണം. (14 മീറ്റർ മുഴുവൻ നീളത്തിൽ) ഗാറേജിന്റെ പുറകു വശം 6 ക്യാബിനുകൾ നിർമ്മിച്ച് വർക്ക്ഷോപ്പിന്റെ വിവിധ സെക്ഷനുകൾക്കു വേണ്ടി ക്രമീകരിക്കണം.

സ്റ്റോറിന് വേണ്ടി നിർമ്മിച്ചതും ഇപ്പോൾ ഷട്ടർ പിടിപ്പിച്ചതുമായ മുറികൾ ഡോർ ഫിറ്റ് ചെയ്ത് നൽകണം.

മെസനൈൻ ഫ്ലോറിലേയ്ക്ക് ഗാറേജ് ഫ്ലോറിൽ നിന്ന് ഫാബ്രിക്കേറ്റഡ് ലാഡർ നിർമ്മിക്കണം. പ്രസ്തുത ഫ്ലോറിൽ നിലവിലുള്ള ഇടുങ്ങിയതും വായു സഞ്ചാരമില്ലാത്തതുമായ റൂമുകൾ രണ്ടെണ്ണമാക്കി പരിഷ്കരിക്കുകയും വെന്റിലേഷൻ സൗകര്യം ഏർപ്പെടുത്തുകയും വേണം. ഡിപ്പോ എഞ്ചിനീയറുടെ ആഫീസിൽ വാഷ് ബേസിൻ സ്ഥാപിക്കണം.

ഫസ്റ്റ്, സെക്കന്റ് ഫ്ലോറിൽ കെ.എസ്.ആർ.ടി.സി ഇതോടൊപ്പം സമർപ്പിക്കുന്ന പ്ലാൻ അനുസരിച്ച് റീ അറേഞ്ച് ചെയ്ത് തരണം.

3

നിലവിൽ രണ്ട് ഫ്ളോർ മാത്രമുള്ള അഡ്മിനിസ്ട്രേറ്റീവ് ബ്ലോക്കിൽ മൂന്നാമതൊരു ഫ്ളോർ കൂടി നിർമ്മിച്ച് അത്യാവശ്യം വേണ്ട ടോയ്ലറ്റുകളും റൂമുകളും നിർമ്മിച്ച് നൽകണം.

ബസ് സ്റ്റാന്റ്, അഡ്മിനിസ്ട്രേറ്റീവ് ബ്ലോക്ക് എന്നിവിടങ്ങളിൽ സെക്യൂരിറ്റി സ്റ്റാഫ് റൂം നിർമ്മിക്കണം.

മെയിൻ ബിൽഡിംഗിൽ(കെ.ടി.ഡി.എഫ്.സി ആഫീസ് പ്രവർത്തിയ്ക്കുന്ന നിലയിൽ) മേൽ ആഫീസ് കഴിച്ചുള്ള 1000 ചതുരശ്രമീറ്റർ സ്ഥലം കെ.എസ്.ആർ.ടി.സിയുടെ മേഖല ആഫീസുകൾ പ്രവർത്തിയ്ക്കുന്നതിനായി അനുവദിച്ച് നൽകണം.

ഡീസൽ പമ്പിലേയ്ക്ക് ഇലക്ട്രിക് കണക്ഷൻ ലഭ്യമാക്കണം. ഡീസൽ പമ്പിൽ നിന്നും ഗാരേജിലേയ്ക്ക് പോകുന്ന റോഡിൽ ലൈറ്റ് സ്ഥാപിയ്ക്കണം. ജീവനക്കാർക്ക് 4 ചക്രവാഹനങ്ങൾ പാർക്ക് ചെയ്യാനുള്ള സ്ഥലം ലഭ്യമാക്കണം.

പാവങ്ങാട് യാർഡ് കോൺക്രീറ്റിംഗ്, ഡ്രെയിനേജ് ഉൾപ്പെടെ ചെയ്യണം. ജീവനക്കാരുടെ കോ-ഓപ്പറേറ്റീവ് സൊസൈറ്റിയ്ക്കും അതിന്റെ കീഴിലുള്ള സ്റ്റോറിനും ആവശ്യമായ സ്ഥലം ലഭ്യമാക്കണം. ഇത്രയും കാര്യങ്ങൾ എത്രയും പെട്ടന്ന് പണി പൂർത്തിയാക്കി തരണമെന്ന് സോണൽ ആഫീസർ, കെ.ടി.ഡി.എഫ്.സി പ്രോജക്ട് മാനേജർ ശ്രീ.വേണുഗോപാലിനോട് അഭ്യർത്ഥിച്ചു.

എത്രയും പെട്ടന്ന് പണി പൂർത്തിയാക്കി തരാൻ വേണ്ട നടപടികൾ സ്വീകരിക്കാമെന്നും 3 മാസം സമയം അനുവദിയ്ക്കണമെന്നും അഭ്യർത്ഥിച്ചു. വർക്കേഴ്സ് കോ-ഓപ്പറേറ്റീവ് സൊസൈറ്റിയുടെ കീഴിലുള്ള സ്റ്റോറിന് വേണ്ടി ഒരു സ്ഥലം അനുവദിയ്ക്കണമെന്നും ഡീസൽ പമ്പിൽ ഇലക്ട്രിക് കണക്ഷൻ നൽകുന്നതിന്റെ പ്രായോഗിക വിഷയങ്ങൾ പ്രോജക്ട് മാനേജർ അറിയിക്കുകയും ചെയ്തു.

ഒപ്പ്/

സോണൽ ആഫീസർ

സമർപ്പണം:-

1. ബഹു:ചെയർമാൻ ആന്റ് മാനേജിംഗ് ഡയറക്ടർ
2. ബഹു:ജനറൽ മാനേജർ
3. ബഹു:എക്സിക്യൂട്ടീവ് ഡയറക്ടർ(ഓപ്പറേഷൻസ്)
4. ബഹു:സി.എം.ഡി, കെ.ടി.ഡി.എഫ്.സി
5. ബഹു:സി.ഇ, കെ.എസ്.ആർ.ടി.സി
6. ഒ.എസ്.ഡി, കെ.എസ്.ആർ.ടി.സി
7. പ്രോജക്ട് മാനേജർ, കെ.ടി.ഡി.എഫ്.സി

File No.TRANS-A2/217/2020-TRANS



GOVERNMENT OF KERALA

Transport(A) Department

TRANS-A2/217/2020/TRANS

22/03/2021, Thiruvananthapuram

From

Secretary to Government

To

Chairman & Managing Director,
K.T.D.F.C

Sir,

Sub: Transport- Allotment of Commercial Space of KSRTC Bus
Terminal Complex, Kozhikode- tripartite agreement -reg:

Ref: Letter No.ES6/030557/14 Dated 18/03/2021 from the Chairman &
Managing Director, K.S.R.T.C.

I am to forward herewith copy of the reference cited and
request to modify the tripartite lease agreement accordingly.

Yours Faithfully,

VIJAYASREE.K.S.

JOINT SECRETARY

For Secretary to Government.

Approved for Issue,

Section Officer.

File No.TRANS-A2/217/2020-TRANS

"ഭരണഭാഷ - മാതൃഭാഷ"



കേരള സർക്കാർ



ഗതാഗത (എ) വകുപ്പ്

ഗതാഗത എ2/217/2020-ഗതാഗതം

24/03/2021, തിരുവനന്തപുരം

ഗവൺമെന്റ് പ്രിൻസിപ്പൽ സെക്രട്ടറി

ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടർ,

കെ . ടി . ഡി . എഫ് . സി.

സർ,

വിഷയം:- ഗതാഗത വകുപ്പ്- കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോംപ്ലക്സിൽ വാണിജ്യാവശ്യത്തിനുള്ള സ്ഥലം അനുവദിക്കുന്നത് സംബന്ധിച്ച്.

സൂചന:- താങ്കളുടെ 22-02-2021 തീയതിയിലെ കെ.ടി.ഡി.എഫ്.സി/ബി.ഒ.ടി.പി/കെ.കെ.ഡി./ടെൻഡർ/329/2019 നമ്പർ കത്ത്

സൂചനയിലേക്ക് താങ്കളുടെ ശ്രദ്ധ ക്ഷണിക്കുന്നു. കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോംപ്ലക്സിൽ വാണിജ്യാവശ്യത്തിനുള്ള സ്ഥലം ടെണ്ടർ പ്രകാരം ഉയർന്ന തുക രേഖപ്പെടുത്തിയ കക്ഷിയായ ആലിഫ് ബിൽഡേഴ്സ് അനുവദിച്ചു നൽകുന്നതിനും നിശ്ചിത സമയപരിധിക്കും ടെൻഡർ പ്രകാരമുള്ള തുക അടക്കാൻ സാധിക്കുന്ന വിധം എത്രയും പെട്ടെന്ന് എഗ്രിമെന്റ് തയ്യാറാക്കേണ്ടതും ആയതു ഒപ്പു വയ്ക്കേണ്ടതുമായ നടപടികൾ സ്വീകരിക്കേണ്ടതുമാണ്. ആദ്യ ഘട്ടത്തിൽ, ടെൻഡർ നൽകിയ സ്ഥാപനം എന്ന നിലയിൽ കെ.ടി.ഡി.എഫ്.സി-യും ഉയർന്ന തുക രേഖപ്പെടുത്തി ടെൻഡർ അനുവദിച്ചു കിട്ടിയ കമ്പനിയും തമ്മിൽ ടെൻഡർ വ്യവസ്ഥകൾക്ക് വിധേയമായി ഒരു ദിന കക്ഷി കരാർ ഒപ്പു വയ്ക്കേണ്ടതും ആ കരാറിൽ ഒരു നിശ്ചിത സമയത്തിനകം കെ.ടി.ഡി.എഫ്. സി, കെ.എസ് . ആർ. ടി. സി, M/s ആലിസ് ബിൽഡേഴ്സ് എന്നീ കക്ഷികൾ കെ.എസ് . ആർ. ടി. സി ആവശ്യപ്പെട്ട കാര്യങ്ങൾ സംബന്ധിച്ച് ചർച്ച ചെയ്തു മന്ത്രിസഭാ തീരുമാന പ്രകാരം ത്രികക്ഷി കരാർ ഒപ്പു വയ്ക്കണം എന്ന ഒരു clause കൂടി വയ്ക്കേണ്ടതുമാണ്. പ്രസ്തുത എഗ്രിമെന്റുകൾ തയ്യാറാക്കുമ്പോൾ 25 -10 -2007 -ലെ GO (Ms) No 42 / 2007 / Tran , 5-11 -2007 -ലെ GO (Ms) No 46 / 07 / Tran തുടങ്ങിയ സർക്കാർ ഉത്തരവുകൾ കൂടി കണക്കിലെടുക്കേണ്ടതാണ്. ആയതിനാൽ മേൽപ്രസ്താവിച്ച പ്രകാരം രണ്ടു വ്യത്യസ്ത കരാറുകൾ സമയബന്ധിതമായി ഒപ്പുവയ്ക്കാവുന്ന വിധം കരാട് എഗ്രിമെന്റുകൾ തയ്യാറാക്കുന്നതിനുവേണ്ട നടപടികൾ സ്വീകരിക്കേണ്ടതാണ് എന്ന് അറിയിക്കുന്നു.

വിശ്വസ്തയോടെ,

VIJAYASREE.K.S.

JOINT SECRETARY

പ്രിൻസിപ്പൽ സെക്രട്ടറിയുവേണ്ടി

File No.TRANS-A2/217/2020-TRANS

അംഗീകാരത്തോടെ

സെക്ഷൻ ഓഫീസർ.

പകർപ്പ്- ചെയർമാൻ&മാനേജിംഗ് ഡയറക്ടർ, കെ.എസ് . ആർ. ടി. സി-
അറിവിലേയ്ക്കായി.

A. മലയാളം പേര്, സ്ഥലം, തീയതി

RL 91658287 81N

19/3

ഒപ്പ്

അബ്ദുറഹ്മാൻ ഫി
പ്രൊഫസർ വി.
മിന്നൽ പി.ഒ
മാധ്യമങ്ങൾ കൂടി, പിൽ 673577

20 MAR



സുപ്രീം കോടതി, പൊതു വിവരങ്ങൾ, ജോലിസ്ഥിതി
ഗതാഗതം (പ്രതി) പട്ടിക
ഗവ: സെക്രട്ടറിയേറ്റ്
തിരുവനന്തപുരം 695001

mb,

നിഷേധം! - വിവരപരിമിതിയെ - പരിഹരിക്കാൻ ശ്രമിക്കുന്നു

നമ്പർ=1 തീരുമാനം ഉണ്ട് - TRANS-A2/2017
2020/TRANS

2020/TRANS
 നൂതന മരം പ്രതിരം, ചെലവ് കടന്നിരിക്കുന്ന
 ഉപയോഗം തിരുത്തുന്നു, ചെലവ് ലഭിക്കുന്ന
 മരം വരുന്നതിനു തിരുത്തുന്നു.

ദിനം 7

17.03.2021

Don't bring it in

Receipt No : 5073750/2021/TRANS(OS)

**GOVERNMENT OF KERALA
CHALAN
FORM T. R. 12**

ORIGINAL

[See Rules 102 (c) and 124 of Kerala Treasury Code]

Chalan for Payment of Money in the
District Treasury/Sub Treasury
State Bank of India/State Bank of Travancore

At.....

Computer Seq. No.

Head of Account

00	70	60	118	9	9		
Maj	Smj	Min	Sub	Det	Obj	S Obj	

*DDO Code: (Dept.)

(DDO)

*SDO Code:

By whom paid and name and address of the person on whose behalf money is paid	Purpose of remittance and authority, if any	Amount in ₹	Order to the Bank
Abdurahimam parappurath(H) Katanthook(po) Kozhikkodu 673571	Receipt under the Right to Information Act 2005	56	Correct Receive and grant receipt
Signature & Designation of the Departmental Officer countersigning the remittance		1	Treasury Officer
	Total	56	

Total in words. Fifty Six Rupees only.

Signature of Remitter

Received ₹.....(Rupees.....56.....only)

Date. 17.10.3.2021

Signature of Treasurer/Cashier/Treasury Officer/Bank Manager

Note: 1. The seal/stamp of the Treasury/Bank of collection shall be affixed.

2. If remittance is official capacity (SDO/DDO), write corresponding code in the column provided.

3. If loan repayment of SDO, write instalment number in purpose column.

25/32/2013. 2 lakh. G.P.W. © Govt. of Kerala.

Receipt No : 5073750/2021/TRANS(OS)

REVERSE OF FORM T. R. 12
PARTICULARS OF MONEY PAID

Currency Notes	No.	Amount in ₹	Ps.
₹ 2000			
₹ 500			
₹ 100			
₹ 50	1	50	-
₹ 20			
₹ 10			
₹ 5			
₹ 2			
₹ 1			
Total Notes			
Coins			
₹ 10			
₹ 5	1	5	
₹ 2			
₹ 1	1	1	
Ps. 50			
Total Coins			
Grand Total		56 -	

File No.TRANS-A2/217/2020-TRANS

"മേലോട് - മാതൃഭാഷ"



കേരള സർക്കാർ



വിവരാവകാശം - അടിയന്തിരം

ഗതാഗത (എ) വകുപ്പ്

TRANS-A2/217/2020-TRANS

01/03/2021, തിരുവനന്തപുരം

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

ശ്രീ. അബ്ദു റഹിമാൻ പി.

പാറപ്പുറത്ത് വീട്,

കാരന്തൂർ പി.ഒ,

കോഴിക്കോട് ജില്ല, 673571

സർ,

വിഷയം:- ഗതാഗത വകുപ്പ് - വിവരാവകാശ നിയമം 2005 പ്രകാരം സമർപ്പിച്ച അപേക്ഷ -
മറുപടി നൽകുന്നത് - സംബന്ധിച്ച്.

സൂചന:- 22/02/2021-ൽ ഈ വകുപ്പിൽ ലഭ്യമായിട്ടുള്ള താങ്കളുടെ വിവരാവകാശ
നിയമപ്രകാരമുള്ള അപേക്ഷ.

വിവരാവകാശ നിയമപ്രകാരം താങ്കൾ സമർപ്പിച്ച സൂചനയിലെ അപേക്ഷയിലേക്ക് ശ്രദ്ധ
ക്ഷണിക്കുന്നു. താങ്കൾ ആവശ്യപ്പെട്ടിരിക്കുന്ന വിവരങ്ങൾ ആകെ 28 പേജുകളാണ്. പ്രസ്തുത
പകർപ്പ് ലഭ്യമാക്കുന്നതിനായി ഒരു പേജിന് 2 രൂപ പ്രകാരം ആകെ 56/- രൂപ സംസ്ഥാനത്തെ
ഏതെങ്കിലും സർക്കാർ ട്രഷറിയിൽ 0070-60-118-99- receipts under the Right to Information
Act 2005

എന്ന ശീർഷകത്തിൽ ഒട്ടക്കീയതിന്റെ അസ്സൽ ചെലവാൻ ഹാജരാക്കുവാൻ താൽപ്പര്യപ്പെടുന്നു.

മേൽ മറുപടിക്കെതിരായി ആക്ഷേപമുള്ള പക്ഷം ഈ കത്ത് കൈപ്പറ്റി 30
ദിവസത്തിനകം അപ്പീൽ അപേക്ഷ സമർപ്പിക്കേണ്ടതാണ്. ഈ വകുപ്പിലെ അപ്പീൽ
അധികാരിയുടെ മേൽ വിലാസം ചുവടെ ചേർത്തിരിക്കുന്നു.

ജോയിന്റ് സെക്രട്ടറി, ഗതാഗത വകുപ്പ്, റൂം നമ്പർ - 205 എ, അനക്സ് 1, ഗവൺമെന്റ്
സെക്രട്ടേറിയറ്റ്, തിരുവനന്തപുരം, ഫോൺ- 0471 2518284

വിശ്വസ്തയോടെ,

BINDU.R.

UNDER SECRETARY

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

ഫോൺ- 0471 2517255

File No.TRANS-A2/217/2020-TRANS

"ഭരണഭാഷ- മാതൃഭാഷ"



കേരള സർക്കാർ



ഗതാഗത (എ) വകുപ്പ്

ഗതാഗത എ2/217/2020-ഗതാഗതം

24/03/2021, തിരുവനന്തപുരം

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

ശ്രീ. അബ്ദു റഹീമാൻ പി.
പാറപ്പുറത്ത് വീട്,
കാരന്തൂർ പി.ഒ,
കോഴിക്കോട് ജില്ല, 673571

സർ,

വിഷയം:- ഗതാഗത വകുപ്പ്-വിവരാവകാശ നിയമം 2005 പ്രകാരം സമർപ്പിച്ച അപേക്ഷ പകർപ്പ് നൽകുന്നത് സംബന്ധിച്ച:-

സൂചന:- ഈ വകുപ്പിൽ ലഭ്യമായിട്ടുള്ള താങ്കളുടെ 22-02-2021-ലെ വിവരാവകാശ നിയമം 2005 പ്രകാരം സമർപ്പിച്ച അപേക്ഷയും 20-03-2021-ലെ കത്തും ചെലാനും

വിവരാവകാശ നിയമപ്രകാരം താങ്കൾ സമർപ്പിച്ച സൂചനയിലെ അപേക്ഷ പ്രകാരം ആവശ്യപ്പെട്ടിരുന്ന വിവരങ്ങൾ ഇതോടൊപ്പം ഉള്ളടക്കം ചെൽക്കുന്നു.

മേൽ മറുപടിക്കെതിരായി ആക്ഷേപമുള്ള പക്ഷം ഈ കത്ത് കൈപ്പറ്റി 30 ദിവസത്തിനകം അപ്പീൽ അപേക്ഷ സമർപ്പിക്കേണ്ടതാണ്. ഈ വകുപ്പിലെ അപ്പീൽ അധികാരിയുടെ മേൽ വിലാസം ചുവടെ ചേർത്തിരിക്കുന്നു.

ജോയിന്റ് സെക്രട്ടറി, ഗതാഗത വകുപ്പ്, റൂം നമ്പർ - 205 എ, അനക്സ് 1 , ഗവൺമെന്റ് സെക്രട്ടേറിയറ്റ്, തിരുവനന്തപുരം, ഫോൺ- 0471 2518284

File No.TRANS-A2/217/2020-TRANS

വിശ്വസ്തയോടെ,

BINDU.R.

UNDER SECRETARY

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

File No.TRANS-A2/217/2020-TRANS

"മേനോൻ- മാതൃഭാഷ"



കേരള സർക്കാർ



ഗതാഗത (എ) വകുപ്പ്

ഗതാഗത എ2/217/2020-ഗതാഗതം

24/03/2021, തിരുവനന്തപുരം

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി

ശ്രീ. അബ്ദു റഹിമാൻ പി.
പാറപ്പുറത്ത് വീട്,
കാരന്തൂർ പി.ഒ,
കോഴിക്കോട് ജില്ല, 673571

സർ,

വിഷയം:- ഗതാഗത വകുപ്പ്-വിവരാവകാശ നിയമം 2005 പ്രകാരം സമർപ്പിച്ച അപേക്ഷ പകർപ്പ് നൽകുന്നത് സംബന്ധിച്ച:-

സൂചന:- ഈ വകുപ്പിൽ ലഭ്യമായിട്ടുള്ള താങ്കളുടെ 22-02-2021-ലെ വിവരാവകാശ നിയമം 2005 പ്രകാരം സമർപ്പിച്ച അപേക്ഷയും 20-03-2021-ലെ കത്തും ചെലാനും

വിവരാവകാശ നിയമപ്രകാരം താങ്കൾ സമർപ്പിച്ച സൂചനയിലെ അപേക്ഷ പ്രകാരം ആവശ്യപ്പെട്ടിരുന്ന വിവരങ്ങൾ ഇതോടൊപ്പം ഉള്ളടക്കം ചെയ്തിരിക്കുന്നു.

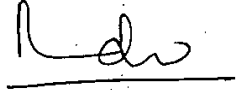
മേൽ മറുപടിക്കെതിരായി ആക്ഷേപമുള്ള പക്ഷം ഈ കത്ത് കൈപ്പറ്റി 30 ദിവസത്തിനകം അപ്പീൽ അപേക്ഷ സമർപ്പിക്കേണ്ടതാണ്. ഈ വകുപ്പിലെ അപ്പീൽ അധികാരിയുടെ മേൽ വിലാസം ചുവടെ ചേർത്തിരിക്കുന്നു.

ജോയിന്റ് സെക്രട്ടറി, ഗതാഗത വകുപ്പ്, റൂം നമ്പർ - 205 എ, അനക്സ് 1 , ഗവൺമെന്റ് സെക്രട്ടേറിയറ്റ്, തിരുവനന്തപുരം, ഫോൺ- 0471 2518284

Receipt No : 5101852/2021/TRANS(OS)

File No. TRANS-A2/217/2020-TRANS

വിശ്വസ്തയോടെ,



BINDU.R.

UNDER SECRETARY

സ്റ്റേറ്റ് പബ്ലിക് ഇൻഫർമേഷൻ ഓഫീസർ & അണ്ടർ സെക്രട്ടറി



महालेखाकार (आर्थिक और राजस्व क्षेत्रीय लेखा परीक्षा) का कार्यालय,
केरला, तिरुवनंतपुरम
OFFICE OF THE ACCOUNTANT GENERAL AUDIT II (AMG II),
KERALA, THIRUVANANTHAPURAM



Party No
CA Party VIII

Place : Trivandrum
Date : 31/03/21

Preliminary Observation Memo No.5

Auditee Unit	Transport Department, Govt. Secretariat
Period of Accounts	2019-2021
Head of the Dept.	Principal Secretary to Government

Subject: Loss of revenue due to erroneous computation of lease rent – reg.

As per G.O.(Ms) No.8/2021/Trans dated 19/02/2021 the Government revoked its own direction issued as per Lr. No. A2/70/ 2019- Trans dated 30/01/2020 directing the Chairman and managing Director, KTDfC to cancel the tender offered by M/s Alif Builders relating to KSRTC Bus Terminal cum Shopping Complex under BOT in Kozhikode undertaken by KTDfC, as the both parties, KTDfC and M/s Alif Builders negligent in executing the lease agreement for 30 years with a non-refundable advance of 17 crore and a monthly rent of 43 lakhs at the rate of Rs.30 per sq.ft for 1.44 lakh sq.ft area. Accordingly the tender was cancelled . Challenging this direction, M/s Alif Builders filed WP(C) 18007/2020 dated 25/08/2020 in the Hon'ble High Court.

Then M/s Alif Builders requested to the Chairman and managing Director, KTDfC to review the decision to cancel the tender. On the basis of the various recommendations proposed by the Chairman and managing Director, KTDfC, Government granted permission to Chairman and managing Director, KTDfC for allotting commercial space in Kozhikode Bus Terminal cum Shopping Complex to M/s Alif Builders at a non- refundable deposit of Rs.17 crore and @Rs.30/sq.ft. totaling to Rs.43 lakhs per month, subject to the final outcome of the Writ Petition. It was orally stated that subsequently M/s Alif Builders has withdrawn the case filed in WP(C) 18007/2020.

However, scrutiny of file revealed that the monthly rent payable by M/s Alif Builders was erroneously taken at Rs.43 lakh p.m instead of at Rs.43.2 lakh p.m (144000 sq.ft @30 = 43.20,000/-) . This would result in a revenue loss to Government amounting to Rs.72 lakh (Rs.20000 x 12 x 30 = 72,00,000/-) for the lease period of 30 years. Further, when the lease rent enhanced from time to time at 10% on completion of every three years as per the old draft agreement the expected loss would be Rs.1,14,74,945/-.

Brought to notice for remarks please


Senior Audit Officer
CA Party No. VIII

To
The Principal Secretary to Government
Department of Transport

Phone : 0471 2330799

Fax : 0471-2330699, 2332022
e-mail : agersakerala@cag.gov.in

File No.TRANS-A2/217/2020-TRANS

**GOVERNMENT OF KERALA**

Transport(A) Department

TRANS-A2/217/2020/TRANS

29/04/2021,Thiruvananthapuram

From

Principal Secretary to Government

To

Chairman & Managing Director,
KTDFC

Sir,

Sub: Transport- Allotment of Commercial Space of KSRTC Bus Terminal Complex, Kozhikode- loss of revenue due to erroneous computation of lease rent -reg:

- Ref: 2. Your Letter No.KTDFC/BOTP/KKD/TENDER/329/2019 dated 12/02/2021.
2. G.O.(Ms) No. 8/2021/Trans dated 19/02/2021
3. Letter No.nil Dated 31/03/2021 from Senior Auditor, office of the Accountant General(Audit)

I am to forward herewith copy of the reference 3rd cited and in which it is informed that the monthly rent payable by M/s Alif Builders is arrived as Rs.43 lakh instead of Rs.43.2 lakh(144000 sq ft @30=43.20000) which resulted in the revenue loss to Government amounting Rs.72 Lakh for the lease period of 30 years (Rs.20000x12x30).More over, when the lease rent is enhanced from time to time at 10% on completion of every three years as per old draft agreement, the expected loss would be Rs.1,14,74945.

Since a clarification is to be given to the Accountant General, I am to request to furnish reply to the above urgently.

File No.TRANS-A2/217/2020-TRANS

Yours Faithfully,
VIJAYASREE.K.S.
JOINT SECRETARY

For Principal Secretary to Government.

Approved for Issue,

Section Officer.



**ALIF
BUILDERS**

Pl. See Trans



LEGACY OF RELATIONS

19-04-2021

To
The Hon'ble Chief Secretary,
Government of Kerala,
Thiruvananthapuram.

Sir,

Ref: (i) G.O.(Ms) No. 8/2021/TRANS dated 19-02-2021

(ii) Letter No. KTDFC/BOTP/KKD/TENDER/329/2019
dated 22-02-2021

Sub : Execution of lease agreement – req reg;

As you are aware, the KTDFC had constructed a high tech KSRTC Bus terminal complex having 11 floors in 2 towers at the KSRTC Bus Station, Kozhikode and had thereafter issued a tender notification inviting competitive tenders for the allotment of entire commercial space in the said high tech KSRTC Bus Terminal complex as a single unit (suitable for shops, offices, supermarket, multiplex theatres, food courts, IT business, etc.) on lease. But despite repeated notifications the process of leasing out the premises had not been successful on one reason or other and ultimately, in response to the tender notification dated 19-9-2018, we had participated in the tender process, after depositing an EMD of Rs. 25 Lakhs. We had offered an upfront premium of Rs.17 Crores and a monthly rent of Rs.43 Lakhs for taking the building on lease in terms of the conditions stipulated therein and the said tender was opened on 26-11-2018. There had been only two tenders for the said notification and despite the fact that the offer made by us was the highest, no confirmation or allotment was made in our favour by the KTDFC at that point of time. It may be noted that even according to the specific terms of the tender, the offer was to be valid (Firm Period) for a period of only two months, but at no point of time during the said firm period of two months of the opening of the tender, any communication was issued to us either confirming or rejecting the offer made by us. Long thereafter, on 21-08-2019, we were served with an order of provisional allotment whereby it was informed that our tender had been accepted by the KTDFC.

Abdul Kalam - K.




LEGACY OF RELATIONS

But it may be noted that by this time the firm period of our offer had long expired and hence we were not bound to accept the provisional allotment made.

But be that as it may, on the insistence of the Hon'ble Minister for Transport as also the officials of the KTDFC, we had agreed to take up the provisional allotment now issued to us on the specific condition that certain modifications would be made to the stipulations in the tender conditions as also the agreement to be executed between the parties. In order to consider our request, a meeting was convened in the chambers of the Hon'ble Minister for Transport on 17-09-2019, wherein it was agreed by all sides that the construction of the skeletal work of the building would be completed and that the basic amenities like water and electricity would be provided before the execution of the lease deed. It was also agreed that the draft of the lease deed would be handed over to us incorporating the other suggestions made by us and once the same is approved, the payments can be effected by us so as to execute the lease deed. In terms of the understanding, the water connection to the said building was obtained on 09-01-2020 and the electric connection to the building was obtained on 19-02-2020 and the final draft of the proposed lease deed was awaited by us from the Department so that the execution and payment can be proceeded with. In the meanwhile, we had requested the KTDFC as well as the Government to consider our request for exemption in payment of stamp duty as also exemption from the payment of GST on the upfront amount and the KTDFC had in fact forwarded our request to the Government with the favourable opinion that the said requests could be considered. While matters were pending so, the lock-down due to the Covid-19 pandemic had been enforced and thereafter the matter could not be proceeded further. But we had been in touch with the then MD of the KTDFC over telephone regarding the finalisation of the entire process and we were informed that the matter was engaging the attention of the Government and remarks from the Law Department were being awaited.

But, to our surprise, we were served with a letter dated 05-06-2020 issued by the Project Consultant of the KTDFC informing us that the provisional allotment


Abdul Kalam - 15 - 



LEGACY OF RELATIONS

issued to us stood cancelled and that the EMD made by us along with the offer stood forfeited. Though we had made a representation to the KTDFC seeking a reconsideration of the matter in view of the various events narrated above, the Project consultant refused to review the matter and hence we were forced to approach the Hon'ble High Court in W.P.(c) 18007 of 2020 seeking the refund of the EMD made by us and while the said matter was pending before the Hon'ble High Court, the Government, as per the reference (i) cited above, had granted permission to the Chairman and Managing Director, KTDFC to allot the commercial space in the Kozhikode Bus Terminal cum Shopping Complex constructed under BOT project to us at a non-refundable deposit of Rs 17 crores and further directed that a tripartite agreement be executed between KTDFC, KSRTC and Alif Builders in respect of the said allotment. Thereafter, based on the above referred Government Order, the KTDFC had issued a letter cited as reference (ii) above, intimating the above Government Order and expressing its intention to execute the lease agreement with us in respect of the allotment of the commercial space in the Kozhikode Bus Terminal cum Shopping Complex. A draft copy of the proposed lease agreement prepared by the KTDFC was also handed over to us for perusal and suggestions if any in respect of the changes required for the same was also sought for from us.

We had thereupon perused the draft of the proposed lease agreement to be executed between the KTDFC, KSRTC and us and we had, by a letter dated 22-03-2021, intimated our approval to the said draft lease agreement. We had specifically stated that we are in full concurrence with the terms and conditions stipulated therein and we do not have any objection to the execution of the lease deed in terms of the draft forwarded to us. We had also intimated in the said letter that we are ready with the upfront payment of Rs 17 crores and the GST and KFC on the said amount and the payment can be made on any date as intimated by the KTDFC. We had also stated that we are ready with the amount suggested towards the stamp duty for the due execution of the lease deed as also the registration fee required for the same. We had also intimated that the documents and other details sought for in the letter referred as item (ii) above for the due execution of the lease agreement is

Abdul Kalam - 12. 



LEGACY OF RELATIONS

ready with us and on intimation regarding the date of execution of the lease agreement from the side of the KTDFC, we would be present at the office for the payment of the above amounts as also for the due execution of the lease deed.

But despite our readiness as also the due intimation regarding the same, the lease deed as contemplated in the references cited above is yet to be executed. We have come to understand that this is solely due to certain conditions being sought to be imposed by the KSRTC, which on the face of it itself is beyond the terms of the Government Order as also the tender conditions. The KSRTC has been directed to be made a party to the lease deed by the Government only as a matter of precaution considering the best interest of all sides including us and the KSRTC has no jurisdiction or role to insist upon imposing conditions to the lease deed which are beyond the scope of the Government Order as also the tender conditions. The delay being caused to the execution of the lease deed would not augur well for the parties and would in fact be detrimental to the interests of the KSRTC. We may therefore intimate that we cannot be held responsible for the delay in the execution of the lease deed as we are and have been ready to execute the lease deed in terms of the draft prepared by the KTDFC and approved by us.

It is therefore humbly requested that your good-self may be kind enough to interfere in the above matter and direct the KSRTC and KTDFC to intimate the date of execution of the lease agreement as suggested in the Government Order and letter referred above, at the earliest, so that we can deposit the upfront payment of Rs 17 crores as also bring over the stamp papers worth Rs 3,18,76,865/- as suggested by the KTDFC, so as to execute the lease deed and register the same. It may be noted that possession of the commercial space in the Kozhikode Bus Terminal cum Shopping Complex would be handed over to us only after the execution of the lease deed and therefore we would request you to take immediate steps in this regard at the earliest.

Thanking You,

Yours faithfully

Abdul Kalam

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED

A Government of Kerala undertaking
(A Non Banking Financial Company registered under Reserve Bank of India)



Regd. Office : Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695 014
Tel : 0471 - 232 6883, 232 7881, 232 7882, 232 1144, Fax : 0471-232 6884
E-mail : mail@ktdfc.com, Web : www.ktdfc.kerala.gov.in, CIN : U 65923 KL 1991 SGC005985

No. KTDFC/BOTP/KKD/TENDER/329/2019

Date: 27.05.2021

To

The Principal Secretary
Transport (A) Department
Govt. Secretariat
Thiruvananthapuram

Sir,

Sub: Allotment of commercial space of KSRTC Bus Terminal Complex Kozhikode built on BOT basis by KTDFC to M/s. Alif Builders-reg.

Ref : 1. Government Letter No.TRANS-A2/217/2020/TRANS dtd 29.04.2021
2. Email No. Nil dated 21.05.2021 of M/s. Alif Builders

Kindly refer the letter cited where in it was stated in the allotment letter issued to M/s. Alif Builders, the monthly rent has been shown as Rs.43 lakhs instead of Rs.43.2 lakhs per month due, computed for 1,44,000 sqft @ Rs.30/- per sqft. In reality there is no such discrepancy as the tenderer had not quoted at Rs.30/ sqft at all, but only a lumpsum amount of Rs.43 lakhs.

His offer is therefore limited to Rs. 43 lakhs. While working out the rate on analysis the KTDFC had computed Rs.30/- per sqft by rounding off the offered rate/sqft Rs. 29.86 to the nearest whole rupee figure as is practiced. This cannot be used retrospectively to demand an offer rate to additionally burden the offerer for Rs.20,000/- in addition from his legally quoted rate. It was merely to intended compare previous quote in (Rs.36 in rupee terms).

In this connection it may kindly be noted that the observation of AG has been remarked upon by M/s. Alif Builders on our reference.

In their reply, M/s. Alif Builders have conveyed their consent for Rs.43.2 lakhs observed, enhanced from the earlier agreed amount of Rs.43 lakhs, though there is absolutely no legal compulsion or obligation on them to do so. A copy of the consent letter from M/s. Alif Builders received by E mail is enclosed. The AG's observation may therefore please be considered as accepted and rent settled at a permitted monthly rent rate of Rs.43.2 lakhs (with triannual revision) and the agreement may be executed on Rs.43.20 lakhs in view of the observation.

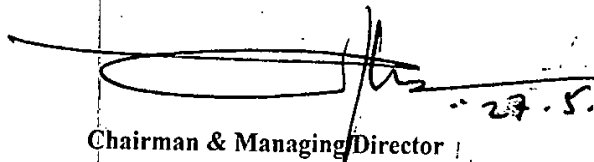
It may be further stated that the firm period of the present offer has expired on 22.05.2021 and letting the offer expire /retendering may expose KTDFC to a loss of the offered

revenue. If further retendering yields a still lower rate, it will be difficult to explain the rationale of not agreeing to the highest offered accepted rate so far in the tender process, repeated 4 times.

It is reiterated that the GDP growth is depressed by 20% in 2020-21 and due to covid lockdown/uncertainty to the rent/ lease market may not return even the present rates offered if retendered against a rapidly slowing market in the eventuality of 3rd and 4th waves of covid and consequential lockdowns. KTDFC has already given 50% rent concession in its ongoing commercial leases and further lease waiver requests for 2021 -22 are under consideration. It may not be prudent to forgo revenue quoted pre-covid at this point. Government may therefore consider revised offer favourably and advise appropriately.

Thanking You,

Yours Faithfully,



Chairman & Managing Director

25-05-2021

To
The Hon'ble Chairman & Managing Director,
Kerala Transport Development Finance Corporation Ltd,
Trans Tower, Vazhuthakkad, Thiruvananthapuram.

Sir,

Ref: (i) G.O.(Ms) No. 8/2021/TRANS dated 19-02-2021

(ii) Letter No. KTDFC/BOTP/KKD/TENDER/329/2019
dated 21-05-2021

We are in receipt of the letter issued by you referred as item(ii) above seeking our consent for the enhancement of the monthly rent from Rs 43 lakhs to 43.20 lakhs and for the consequential increase thereof @ 10% every three years. At the outset we may point out that the basis now sought to be adopted by you for the enhancement of the monthly rent by Rs 20,000/- is totally erroneous in as much as the rate quoted by us pursuant to the tender notification inviting competitive tenders for the allotment of entire commercial space in the said high tech KSRTC Bus Terminal complex as a single unit (suitable for shops, offices, supermarket, multiplex theatres, food courts, IT business, etc.) on lease was an upfront premium of Rs.17 Crores and a monthly rent of Rs.43 Lakhs. Thus the rate quoted by us in the tender was a "consolidated" amount of Rs 43 lakhs and there had been no quotation or offer made by us on square feet basis. This is further evident from the initial provisional allotment as well as the present allotment issued by the Government referred as item(i) above. The rent on square feet basis has been calculated by the KTDFC and has nothing whatsoever to do with the rate quoted by us, which has been accepted by both the KTDFC as well as the Government. It may also be pointed out that the proposed increase in the monthly rent now sought to be made by you would create substantial financial burden on us, not only on the total rent payable for the period of 30 years considering the increase in rent @ 10% every three years, but also on the other financial commitments like the stamp duty and GST payable by us. Thus the proposal now mooted by you is in fact one which affects us materially and in fact totally against the terms of the tender and the allotment issued.

Kerala Transport Development Finance Corporation Ltd. 01 0747061701

ALIF

LEGAL & RELATIONS

But be that as it may, considering the cordial relationship between us and also the goodwill being maintained, we hereby express our consent to the increased monthly rent to a consolidated amount of Rs 43.20 lakhs from the agreed amount of Rs 43 lakhs, as suggested by you in the letter referred as item (ii) above. However, it may also be noted that our consent for the proposed increase in the monthly rent to Rs 43.20 lakhs is as a consolidated amount and not based on any square feet basis, since the amount quoted by us pursuant to the tender notification was also a consolidated figure of Rs 43 lakhs. It may also be taken note of that our consent for the enhancement of the monthly rent as stated above is strictly on the understanding that there would be no other deviation whatsoever from either the tender conditions or the Government order dated 19-02-2021 or the allotment letter issued by the KTDFC as also the terms in the draft lease deed proposed by the KTDFC which has already been approved by us. The delay in the execution of the lease deed has been causing considerable hardship to us and hence it is requested that immediate steps may be taken in this regard at the earliest so as to bring the entire process to its logical conclusion in terms of the Government Order referred as item (i) above.

Thanking You,

For ALIF BUILDERS

Abdul Kader

Mo Partner
Yours faithfully

1. The above is a true and correct copy of the original document as per the records of the office.

S. SYAMALA
Additional Private Secretary to
Minister for Transport



Government Secretariat
Thiruvananthapuram-695 001

Phone { Office : 0471-2327135
2518190
2518221
Mobile : 8281918653

E-mail : apstomin.trans@kerala.gov.in

08.06.2021

Date.....

No.62/Note/2021/M(Trans)

കുറിപ്പ്

Trans-A2/217/2020/TRANS എന്ന നമ്പർ ഫയൽ
മന്ത്രിയുടെ അടിയന്തിര പരിശോധനയ്ക്കായി സമർപ്പിക്കാൻ
താത്പര്യപ്പെടുന്നു.


എസ്.ശ്യാമല

To,

പ്രിൻസിപ്പൽ സെക്രട്ടറി
ഗതാഗത വകുപ്പ്,
സെക്രട്ടേറിയറ്റ്,
തിരുവനന്തപുരം.

Minutes of the meeting held by the Hon'ble Minister (Transport) on 15.06.2021 to discuss the lease of Bus Terminal cum Shopping Complex at Kozhikkode

The meeting commenced at 11 AM. List of participants is appended.

The Hon'ble Minister pointed out that the building Complex has been kept idle from the year 2015 even after inviting five tenders. There are no passenger amenities for one of the major bus depots of Kerala because of this and at the same time no runs after spending crores of rupees. This is a wastage of public money and hence should be not be allowed to continue like this. Hence urgent steps need to be taken to lease the building as per the condition G.O.(Ms) No. 41/2019/Trans dtd 05.08.2019 .

The CMD, KSRTC explained that since there was no agreement between the KSRTC and KTDFC till date, except the GO issued, still there are several areas of disputes arising during the day to day operations of the 4 depots by KSRTC and the shopping complex by KTDFC. It is essential to ensure that such issues may not occur in future in the case of Kozhikode BTSC.

The Hon'ble Minister noted that post tender changes to conditions is possible only by mutual consent and requested all parties to the proposed agreement to accommodate each other's concerns and arrive at a working proposition. The meeting is intended to arrive at

an amicable settlement on the 20 proposals put forth by the KSRTC apart from the tender conditions floated by KTDFC.

After discussion, the following decisions are taken.

1. The Lessee (M/s Alif Builders) may give priority to the bus passenger amenities as requested by KSRTC while selecting their sub lessees.
2. The KTDFC shall supply all the sub lease agreements made by the Lessee to KSRTC [No.2]
3. The Lesse shall at all times provide 25 (Twenty Five) parking slots (2/4 wheeler) for the exclusive use of KSRTC staff working there, free of cost, upon suitable identification by pass issued. [No.9]
4. Regarding the proposal for construction of She lodge / dormitory/ Food Courts in the lease area, the Lesse may provide the required facilities.
5. The Lessee agreed to provide separate water and electricity meters for KSRTC's consumption, though not stipulated in the Government orders or present tender conditions.[No.15]
6. The Lessee shall construct a well and water tank of sufficient capacity (One lakh liters) for the exclusive use of KSRTC on transferring the presently available well and tank to the Lessee. [No.16]
7. The KSRTC will assist the lessee to relocate sufficient electricity generators in suitable locations [No.19]

8. The Lessee shall provide separate toilets for Gents / Ladies /Disabled passengers in both ends of the building in the KSRTC depot area. [No.20]
9. 1000 sqft space agreed to be allotted to KSRTC as decided in the meeting held on 02-06-2005 shall be given to KSRTC on condition that the agreed rent rates shall be adjusted by KTDFC in KSRTC portion of the rent. [No.17] (This clause cannot be in agreement-there is no meeting where KTDFC was a party, this can only be an informal understanding between KTDFC and KSRTC to be processed separately.)
10. The rent clause shall be modified to the extent that the Lessee shall pay Rs.43.20 Lakh instead of 43 Lakh.
11. The Lessee and KSRTC shall also agree that they will not do create any kind of obstructions to the smooth conduct of each others businesses.
2. The above conditions shall form an appendix of the tripartite agreement between the KTDFC, Alif Builders and the KSRTC. The parties shall sign the agreement and plan their activities to commence the operations of the BTSC as part of the 100 days programme of Government.

Antony Raju
Minister

LIST OF PARTICIPANTS

1. Shri. Sherith.A, Manager, KTDFC.
2. Shri. Shanmughom.C, Principal Project Consultant.
3. Shri. Pradeepkumar.M.G, Estate Officer, KSRTC.
4. Shri. Santhosh kumar.K.A, General Manager, KSRTC.
5. Shri. Syam kumar.C.R, Advocate.
6. Shri. Moideen koya, Alif Builders.
7. Shri. Abdulkalam, Alif Builder
8. Anandakumari.S G.M(Fin &Admn),KSRTC
9. Manuja.s,Assistant Manager,KTDFC

File No.TRANS-A2/217/2020-TRANS

**GOVERNMENT OF KERALA**

Transport(A) Department

Trans-A2/217/2020-Trans

02/07/2021, Thiruvananthapuram

From

The Secretary to Government

To

1. The Chairman & Managing Director,
K.T.D.F.C.
2. The Chairman & Managing Director,
K.S.R.T.C.

Sir,

**Sub: Transport Department - Allotment of commercial spaces at
KSRTC Bus Terminal cum shopping complex , Kozhikode -
directions issued -reg.**

Ref:

1. Government letter No.A2/70/2019 /Trans dated 23.10.2020
2. GO.(Ms). No. 8/2021/Trans dated 19/02/2021
3. Government letter of even number dated 24.03.2021
4. Minutes of the meeting held on 15/06/2021.

This is in continuation to the letter cited 1st and 3rd above where in it was directed to enter into a tri-partite agreement between the KTDFC, KSRTC and M/sAlif Builders, the tenderer of Kozhikode KSRTC Bus Terminal cum Shopping Complex (BSTC). In the light of the decisions taken in the meeting held on 15.06.2021, I hereby request to take steps to enter into necessary agreement with M/s. Alif Builders. Also obtain an

File No.TRANS-A2/217/2020-TRANS

undertaking in favour of both KTDFC and KSRTC from M/sAlif Builders, agreeing to the decisions taken in the meeting held on 15.06.2021 and attach it as part of the tri-partite agreement to be signed between M/s Alif Builders, KTDFC and KSRTC. Steps may also be taken to open the building for public use as part of the "100 days programme" of Government and report to Government , without fail.

Copy of the minutes cited 4th above is enclosed.

Yours Faithfully,
Biju Prabhakar
Secretary
For Secretary to Government.

Approved for Issue,

Section Officer.

Receipt No : 5262934/2021/TRANS(OS)

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED

A Government of Kerala undertaking

(A Non Banking Financial Company registered under Reserve Bank of India)



Regd. Office : Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695 014

Tel : 0471 - 232 6883, 232 7881, 232 7882, 232 1144, Fax : 0471-232 6884

E-mail : mail@ktdfc.com, Web : www.ktdfc.kerala.gov.in, CIN : U 65923 KL 1991 SGC005985

KTDfC/BOTP/KKD/TENDER/329/2019

08/07/2021

To

The Principal Secretary Transport,
Secretariat,
Thiruvananthapuram.

Sir,

Sub: Allotment of KSRTC Bus Terminal cum Shopping Complex, Kozhikode- Proceedings to
M/s.Alif Builder, Kozhikode- reg

- Ref: 1. G.O. (Ms) No.8/2021/TRANS dated 19/02/2021.
2. Minutes of the meeting held by the Hon'ble Minister(Transport) dated 15/06/2021.
3. Lr. No. Trans-A2/217/2020-Trans dated 02/07/2021.
4. Proceedings of the Board of Directors of the KTDfC dated 06/07/2021.

I invite your kind attention to the subject mentioned. References to the above, KTDfC has issued proceedings to M/s.Alif Builders for remitting the agreed amount and to execute tripartite lease agreement. Copy of the proceedings is enclosed for your kind perusal.

Yours faithfully


Principal Project Consultant
KTDfC

Branches : Thiruvananthapuram - 695 014, Phone : 0471-233 1904, E-mail : tvpbranch@ktdfc.com, Thiruvalla - 689 101, Phone : 0469-260 2799, E-mail : tvabbranch@ktdfc.com,
Ernakulam - 682 018, Phone : 0484-239 5798, 239 5806, E-mail : ekmbbranch@ktdfc.com, Thrissur - 680 001, Phone : 0487-2323 388, E-mail : tsrbranch@ktdfc.com,
Kozhikode - 673 001, Phone : 0495 272 4750, E-mail : kkdbranch@ktdfc.com

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED

A Government of Kerala undertaking
(A Non Banking Financial Company registered under Reserve Bank of India)



Regd. Office : Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695 014
Tel : 0471 - 232 6883, 232 7881, 232 7882, 232 1144, Fax : 0471-232 6884
E-mail : mail@ktdfc.com, Web : www.ktdfc.kerala.gov.in, CIN : U 65923 KL 1991 SGC005985

Proceedings of the Board of Directors of the Kerala Transport Development
Finance Corporation limited

Level 8 (6th Floor), Trans Towers, Vazuthacaud , Thiruvanthapuram-695014

No. KTDFC/BOTP/KKD/TENDER/329/2019

Dated: 06/07/2021

Sub: Allotment of Commercial Space including Ancillary Facilities on lease at KSRTC Bus Terminal Complex, Kozhikode- Allotting – Proceedings of Board of Directors , KTDFC - reg

Ref: 1. Agenda Item No.21/159 of the Board of KTDFC dated 09/08/2018 and minutes there of.

2.e -Tender Notification No.KTDFC/BOTP/KKD/SM/301/2018 dated 19/09/2018.

3. Lr.No.KTDFC/BOTP/KKD/SM/301/2018 dated 31/01/2019.

4. G.O. (Ms) No.41/2019/TRANS dated 05/08/2019.

5. Lr. No.KTDFC/BOTP/KKD/SM/301/2018 dated 21/08/2019.

6. Lr. No. TRANS-A2/70/2019-TRANS dated 30/01/2020.

7. Lr.No.KTDFC/BOTP/KKD/TENDER/329/2019 dated 05/06/2020

8. Lr. No. Nil dated 17/09/2020 by M/s.Alif Builders.

9. Lr. No.KTDFC/BOTP/KKD/SM/301/2018 dated 21/10/2020.

10. Lr. No. TRANS-A2/70/2019-TRANS dated 19/12/2020

11. Lr. No.KTDFC/BOTP/KKD/SM/301/2018 dated 12/01/2021

12. G.O. (Ms)No.8/2021/TRANS dated 19/02/2021.

13. Lr.No.ES6/030557/14 dated 18/03/2021 by the CMD, KSRTC .

14. Minutes of the meeting held by the Hon'ble Minister(Transport) dated 15/06/2021.

15. Lr. No. Trans-A2/217/2020-Trans dated 02/07/2021.

(1) As per the 1st reference, competent Board of KTDFC had e-tendered the built up Commercial Space including ancillary facilities for lease of KSRTC Bus Terminal Complex, Kozhikode constructed by KTDFC, noting the common Judgement in WP (C) Nos. 20304/2017 & 30446/2017 dated 20/07/2018. Accordingly as per 2nd reference e-Tender was notified on 19/09/2018 and the highest bid received was accepted provisionally as follows:

No	Name	Non-Refundable Deposit	Monthly Rent (Rs.)	Rent Revision	Moratorium Period
1	M/s. Alif Builders	Rs.17 Crores	43,00,000/- (Revised to 43,20,000/- on 21/05/2021)	Every Completion of 3 Years by 10%	18 Months from the date of agreement

Branches : Thiruvananthapuram - 695 014, Phone : 0471-233 1904, E-mail : tvpbranch@ktdfc.com, Thiruvalla - 689 101, Phone : 0469-240 2799, E-mail : tvlabranch@ktdfc.com,
Emakulam - 682 018, Phone : 0464-239 5798, 239 5804, E-mail : ekmbbranch@ktdfc.com, Thrissur - 680 001, Phone : 0487-2323 388, E-mail : tsbranch@ktdfc.com,
Kozhikode - 673 001, Phone : 0495-272 4750, E-mail : kkdbranch@ktdfc.com

(2) Accordingly through reference cited 3rd the Board of Directors of KTDFC had sought approval of the Government, recommending the highest bid of M/s.Alif Builders, Kozhikode based on discounted cash flow method in comparison to the nearest competitor and obtained Government approval through 4th reference dated 05/08/2019. Government had considered the bid value advantageous in the circumstances of the building lying empty after the construction completed in 2016 and the fast deceleration in the real estate market after demonetisation had decided to accept to the offered rate and authorized KTDFC to allot as proposed.

(3) Accordingly the KTDFC have provisionally allotted the building to M/s. Alif Builders on 21/08/2019 through 5th reference . However due to non finalization of the necessary lease agreement and delay in legal vetting of same between the agreed parties , Government had subsequently, through 6th reference dated 30/01/2020 decided to cancel the offer, forfeit the EMD and to invite fresh tenders for the allotment of commercial space at BTC, Kozhikode.

(4) Accordingly reference cited 7th, the provisional allotment letter issued to M/s.Alif Builders was cancelled and KTDFC forfeited the EMD of Rs.25 Lakhs. M/s. Alif Builders had filed W P (C) No.18007/2020 before the Hon'ble High Court of Kerala against the cancellation of the allotment and forfeiture of EMD and also represented before the Chairman & Managing Director, KTDFC to recall the cancellation of provisional allotment and allot the Building as per tender conditions through reference cited 8th .

(5) The request submitted by M/s.Alif Builders along with changes agreed upon in the draft agreement conditions duly vetted by the Law department of Government and standing counsel of KTDFC were informed to the Government through reference cited 9th dated 21/10/2020. The Government had sought the opinion of the Board of Directors of KTDFC through reference cited 10th dated 19/12/2020. The same was informed to the Government through reference 11th dated 12/01/2021, that the 170th Board of KTDFC had duly recommended to the Government to allot commercial space of BTC Kozhikode to M/s. Alif Builders and that decision stands irrevoked.

(6) On 12/02/2021 KTDFC had once again reminded the Government to reconsider the highest offer received sofar in the repeated tender, conditions considering all aspects including the disputes between parties in finalizing the agreement and market conditions further entering in the phase of negative economic growth after the spread of COVID-19 in Kerala by March 2020. After considering the views of Chairman & Managing Director, KTDFC and the Board of KTDFC, Government have been pleased to reallocate the tendered space to M/s.Alif Builders through 12th reference dated 19/02/2021, recalling the earlier cancellation order.

(7) Thereafter considering views of KSRTC informed on 18/03/2021 through reference cited 13th and the views of KTDFC in the same , Government had convened a high level meeting chaired by the Hon'ble Minister for Transport and have considered the additional points to be agreed upon by the parties as suggested by KSRTC referred as the 14th paper.

(2)

(8) The meeting have after due deliberation of all points suggested by KSRTC, resolved to make changes referred in 14th reference minutes in the agreement to be executed. The monthly rent offered by M/s. Alif Builders was revised to Rs.43,20,000/- (Rupees Forty Three Lakhs and Twenty Thousand Only) as per the observation by C & A G received in the Government on 29/04/2021 and the other points agreed upon all the three contracting parties were decided to be appended as an undertaking to the lease agreement as already approved by the Law Department of Government. Accordingly Government have, through 15th reference directed the KTDFC to take necessary steps to enter into agreement with M/s. Alif Builders as per the Provisional Allotment Letter issued earlier.

(9) In the circumstances the following instructions are issued pursuant to the above Government decision are conveyed:-

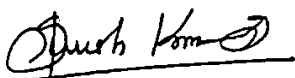
- (1) The approved tripartite lease agreement (to be communicated by KTDFC) and undertaking shall be furnished for legal vetting, confirmation and execution by the lessee with KTDFC and KSRTC within a week .
- (2) The Lessee M/s. Alif Builders will take steps to withdraw pending WP (C) No. 18007/2020, as it has become infructuous in the light of the above decisions along with and inform KTDFC.
- (3) The Lessee , M/s. Alif Builders will arrange to credit KTDFC account (State Bank of India, Puthenchanthai Branch, Current Account No. 57012938826, IFSC Code SBIN0070026) an amount of Rs. 17 Crores (Rupees Seventeen Crores Only) with 18% GST, upon which KTDFC and KSRTC shall, through their so authorized officers, execute the approved agreement and undertaking as directed by Government.
- (4) Upon due handing over of the Building , M/s. Alif Builders shall arrange to open the Building on or before 30/08/2021 as part of the "100 days programme" of Government, as directed.

// By Order of the Board of Directors //

Sd/

Chairman & Managing Director
For the Board of Directors, KTDFC.

Forwarded by order,



General Manager

- To. 1.M/s. Alif Builders, T P 9/543, Keeranthodika Bldg, UC Junction, Thiruvambady, Kozhikode – 673603.
2. The Chairman & Managing Director, KSRTC (C/L)
3. Principal Secretary Transport, Government of Kerala. (C/L)

(3)

File No.TRANS-A2/217/2020-TRANS

**GOVERNMENT OF KERALA**

Transport(A) Department

TRANS-A2/217/2020/TRANS

16/07/2021, Thiruvananthapuram

From

Secretary to Government

To

The Senior Audit Officer
Office of the Accountant General AUDIT -II (AMG II),
Kerala, Thiruvananthapuram

Sir,

Sub: Transport Department - Loss of revenue due to erroneous calculation of lease rent - Reg.

- Ref: 1. G.O (Ms) No.8/2021/Transport dated 19/02/2021.
2. Preliminary observation memo. no. 5 Dated 31/03/2021.
3. Letter no.KTDFC/BOTP/KKD/TENDER/329/2019 dated 27.05.2021 from the CMD KTDFC.
4. Government letter of even number dated 02.07.2021.

In the preliminary observation No.5 it is stated that the monthly rent payable to M/s Alif Builders was erroneously taken at Rs.43 lakh per month instead of Rs.43.2 lakh and this would result in a revenue loss of Government amounting to Rs.72 lakh for the lease period of thirty years. Further there would be another loss of 1,14,74,945 due to the rent enhancement from time to time.

The CMD, KTDFC as per letter cited above informed that the offer for rent was limited to 43 lakh as a lumpsum amount. However, M/s Alif

File No.TRANS-A2/217/2020-TRANS

Builders has conveyed their consent, for Rs.43.2 lakh per month instead of Rs.43 lakh. This was also discussed in the meeting held on on 15.06.2021 and direction given to the CMD, KTDFC to make as part of agreement. Copy of minutes and Government Letter cited 4th are enclosed.

Hence I am request to drop the observation.

Yours Faithfully,

Vijayasree K S
Joint Secretary
For Secretary to Government.

KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LIMITED

A Government of Kerala undertaking

(A Non Banking Financial Company registered under Reserve Bank of India)



Regd. Office : Level 8 (6th Floor), Trans Towers, Vazhuthacaud, Thiruvananthapuram - 695 014

Tel : 0471 - 232 6883, 232 7881, 232 7882, 232 1144, Fax : 0471-232 6884

E-mail : mail@ktfdc.com, Web : www.ktdfc.kerala.gov.in, CIN : U 65923 KL 1991 SGC005985

No. KTDFC/BOTP/KKD/TENDER/329/2019

Dt.15.07.2021

To

The Secretary,
Transport,
Govt.Secretariat,
Thiruvananthapuram.

Sir,



Sub:-Allotment of commercial space in BTC Building Kozhikode to
M/S Alif Builders-Reg

Ref:-1) No.E-mail from Secretary Transport Dt.05.07.2021.

2) Proceedings NO.KTDFC/BOTP/KKD/TENDER/329/2019
Dt.06/07/2021

Kindly refer the subject matter cited above. KTDFC had allotted the commercial space of BTC, Kozhikode vide reference 2nd cited, to M/S Alif Builders. Accordingly M/S Alif Builders remitted a part payment of Rs.10 Crores against the upfront payment /non refundable deposit of Rs.17 Crores on 12.07.2021.

This is reported for favour of information and further action.

Yours faithfully

General Manager

File No.TRANS-A2/217/2020-TRANS



GOVERNMENT OF KERALA

Transport(A) Department

TRANS-A2/217/2020/TRANS

05/08/2021,Thiruvananthapuram

From

Secretary to Government

To

Chairman & Managing Director,
KTDFC, Thiruvananthapuram.

Sir,

Sub: Transport Department - Allotment of Commercial Space of
KSRTC Bus Terminal Complex, Kozhikode to M/s Alif Builders
- Reg.

Ref: Your letter no.KTDFC/BOTP/KKD/TENDER/329/2019 dated
15/07/2021

Attention is invited to the reference cited. You are directed to ensure
that the remaining amount shall be obtained from M/s Alif Builders
before signing of the agreement.

Yours Faithfully,

Vijairaj J

Under Secretary

For Secretary to Government.

Approved for Issue,

Section Officer.

Note No. #1

Please see the letter from the General Manager, KTDFC at P.1C/F. Where in it is stated that KTDFC had invited e- tender as per notification No. KTDFC/BOTP/KKD/SM/301/2018 dtd 06/10/2020 for allotment of commercial spaces (kiosks) in the Ground Floor at KSRTC Bus Terminal cum shopping complex , Kozhikode. e- Tenders were opened on 09/11/2020. Upon opening the e-tenders, KTDFC got highest offers for 5 kiosks at the rates mentioned below.

Kiosks	Area (Sq.Ft)	Security Deposit (Rs)	Monthly Rent offered (Rs)
G-1	88.77	2602962	144609
G-2	92.81	2672928	148496
G-3	76.83	1866978	103721
G-4	71.34	2311362	128409
G-5	92.67	2535444	140858
Total	422.02	11989674	666093

From the above table, it can be seen that the aggregate of offered Security Deposit comes to Rs. 1,19,89,674/- and offered Monthly Rent comes to Rs.6,66,093/- . As per the tender conditions, the selected tenders has to pay the Security Deposit with in 45 days from the date of the Provisional Allotment Letter and there after to take the space. Considering the huge quantum of the amount involved, the General Manager, KTDFC has requested that the Government may be pleased to take steps to get sanction from the State Election Commission for issuing Provisional Allotment Letter to the selected tenders. File May be submitted for orders.

11/12/2020 4:18 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #2

15/12/2020 12:20 PM

SIMIMON J
(SO (A) TRANS)**Note No. #3**

15/12/2020 2:41 PM

MERCY GABRIEL
(US (A) TRANS)**Note No. #4**

since election is over, there is no need of MCC clearance.

15/12/2020 3:43 PM

K R JYOTHILAL
(PRL SECY (TRANS))**Note No. #5**

16/12/2020 11:26 AM

MERCY GABRIEL
(US (A) TRANS)**Note No. #6**

16/12/2020 12:23 PM

SIMIMON J
(SO (A) TRANS)**Note No. #7**

fie may be closed

16/12/2020 1:04 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #8

16/12/2020 2:40 PM

SIMIMON J
(SO (A) TRANS)

Note No. #9

DISCUSS

19/12/2020 11:44 AM

MERCY GABRIEL
(US (A) TRANS)

Note No. #10

Circulation Note

Kindly see the letter from the General Manager, KTDFC at P.1C/F. Where in it is stated that KTDFC had invited e- tender as per notification No. KTDFC/BOTP/KKD/SM/301/2018 dtd 06/10/2020 for allotment of commercial spaces (kiosks) in the Ground Floor at KSRTC Bus Terminal cum shopping complex , Kozhikode. e- Tenders were opened on 09/11/2020. Upon opening the e-tenders, KTDFC got highest offers for 5 kiosks ,aggregate of offered Security Deposit comes to Rs. 1,19,89,674/- and offered Monthly Rent comes to Rs.6,66,093/- . As per the tender conditions, the selected tenders has to pay the Security Deposit with in 45 days from the date of the Provisional Allotment Letter and there after to take the space. Considering the huge quantum of the amount involved, the General Manager, KTDFC has requested that the Government may be pleased to take steps to get sanction from the State Election Commission for issuing Provisional Allotment Letter to the selected tenders.

The KSRTC bus terminal cum shopping complex having 11

floors and 2 towers consist of shopping complex, Bus stand, Office and garage building ect. M/s Alif builders had offered an upfront premium of 17 crore and monthly rent of 43 lakhs. Now vide WP(C) No.18007/2020 filed by M/s Alif Builders regarding the forfeiture of EMD of Rs 25 lakhs by KTDFC and KTDFC also filed CA in this case. In the mean time PS to M(Transport) informed over phone to submit the file to the Hon'ble Minister for Transport.

File May be circulated to Hon'ble Minister for Transport for orders.

29/12/2020 7:00 PM

SIMIMON J
(SO (A) TRANS)

Note No. #11

01/01/2021 1:02 PM

MERCY GABRIEL
(US (A) TRANS)

Note No. #12

In the file there are two proposals - One is for accepting an e-tender offering Rs.1.98 Cr as deposit and rent as 6.67 lakhs/month for five kiosks .It is also mentioned by the section that there is one Firm named Alif Builders, that had offered Rs.17 Cr as premium and Rs.43 lakhs as monthly rent.

The terms and conditions of the second offer and the details of how the party was selected is not seen attached in the file. The definition of "premium" - whether it is a lease amount or a security deposit, is also not understood. There is also a mention of a suit going on between KTDFC and the said firm. There are no details regarding the status of the suit in the file. Whether the new tender is for the same space , which is already under dispute- this also not clear?

It is opined that is not legally tenable to take any decision on a matter regarding the space now tendered unless the dispute, before a competent court, between the firm and KTDFC, is closed. It also requires to obtain the remarks/sanction from FD, before taking a decision in the matter.

For orders

02/01/2021 7:09 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #13

നോട്ട് 12 ലെ ഗതാഗത സെക്രട്ടറിയുടെ കറിപ്പാട് കണ്ടാലും . കെ ടി ഡി എഫ് സി നിർമ്മിച്ച കെ എസ് ആർ ടി സി ബസ് ടെർമിനൽ ഒരു യൂണിറ്റായി പാട്ടത്തിന് നൽകുന്നതിനായി 2015 മുതൽ അഞ്ച് തവണ ടെൻഡറുകൾ ക്ഷണിച്ചെങ്കിലും ആയത് ഇതുവരെ അനുവദിച്ചു നൽകാൻ കെ ടി ഡി എഫ് സി ക്ക് കഴിഞ്ഞിട്ടില്ല . മൂന്നാമത്തെ ടെൻഡറിൽ 50 കോടി രൂപ നോൺ റീഫൻഡബിൾ ഡെപ്പോസിറ്റ് വന്നെങ്കിലും ടെൻഡർ നിബന്ധന പാലിക്കാൻ കഴിയാത്തതിനാൽ നടപ്പായില്ല . വീണ്ടും ഒരു യൂണിറ്റായി നൽകാൻ മന്ത്രി സഭ തീരുമാന പ്രകാരം 2017 ടെൻഡർ ക്ഷണിക്കുകയും 17 കോടി നോൺ റീഫൻഡബിൾ ഡെപ്പോസിറ്റ് , 43 ലക്ഷം രൂപ പ്രതിമാസ വാടക എന്നിങ്ങനെ ടെൻഡർ നിശ്ചയിച്ചെങ്കിലും കെ ടി ഡി എഫ് സി ആയത് അനുവദിച്ചു നൽകാൻ കഴിഞ്ഞിട്ടില്ല . നോട്ട് 12 ൽ സൂചിപ്പിച്ച പ്രകാരം "കിയോസ്ക് " കൾ നൽകുന്നതിനായി വീണ്ടും ടെൻഡർ വിളിച്ചിരിക്കുകയാണ് . ഇത് കെ എസ് ആർ ടി സി ക്കും കെ ടി ഡി എഫ് സി ക്കും ഉപയോഗകരമാണെന്ന് കരുതാൻ കഴിയില്ല. ഉദ്യോഗസ്ഥരുടെ ഭാഗത്തുനിന്നുള്ള വീഴ്ചയാണ് കെട്ടിടം വാടകക്ക് നൽകാൻ കഴിയാതെ കാലതാമസം വന്നതെന്ന് കാണാവുന്നതാണ് .

കെ ടി ഡി എഫ് സി യുമായി ബന്ധപ്പെട്ട മേൽ പറഞ്ഞതുൾപ്പടെയുള്ള വിവിധ വിഷയങ്ങൾ ചർച്ച ചെയ്യുന്നതിന് ബഹു. മുഖ്യമന്ത്രി തലത്തിൽ ഒരു യോഗം വിളിച്ച് ചേർക്കുന്നത് ഉചിതമായിരിക്കും .

ഉത്തരവിനായി

22/01/2021 3:07 PM

A.K SASEENDRAN
(M (TR.))

Note No. #14

ഗതാഗത മന്ത്രിതലത്തിൽ ചർച്ച ചെയ്തു തീരുമാനമെടുക്കുക.

01/02/2021 11:45 AM

PINARAYI VIJAYAN
(CM,GOK)

Note No. #15

12 -2 -2021 -നു രാവിലെ 10 .00 മണിക്ക് എന്റെ ചേംബറിൽ യോഗം വിളിച്ചു ചേർക്കുക.

06/02/2021 1:19 PM

A.K SASEENDRAN
(M (TR.))

Note No. #16

please send notices to all for meeting. Please invite a representative from law department to participate as there is a legal issue involved. The status of the suit filed in this matter may also be obtained from KTDFC

07/02/2021 4:55 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #17

08/02/2021 10:18 AM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #18

08/02/2021 10:41 AM

SIMIMON J
(SO (A) TRANS)

Note No. #19

Orders at pre para, DFA

08/02/2021 2:57 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #20

08/02/2021 3:28 PM

SIMIMON J
(SO (A) TRANS)**Note No. #21**

Letter approved. Pl put up a draft letter addressing the Law Secretary to depute a competent officer for attending the meeting.

08/02/2021 3:43 PM

VIJAYASREE.K.S.
(JS (A) TRANS)**Note No. #22**

09/02/2021 11:28 AM

SIMIMON J
(SO (A) TRANS)**Note No. #23**

Orders at pre para, DFA

09/02/2021 12:17 PM

SUMESH.K.
(SG-ASST (A2) TRANS)**Note No. #24**

09/02/2021 12:27 PM

SIMIMON J
(SO (A) TRANS)**Note No. #25**

09/02/2021 4:44 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #26

Orders at pre para, Please see the attachment file Trans-A2/70/2019. Draft note for meeting may be submitted for approval.

10/02/2021 1:47 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #27

10/02/2021 2:25 PM

SIMIMON J
(SO (A) TRANS)

Note No. #28

10/02/2021 2:35 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #29

10/02/2021 2:49 PM

SIMIMON J
(SO (A) TRANS)

Note No. #30

10/02/2021 5:10 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #31

11/02/2021 10:25 AM

SIMIMON J
(SO (A) TRANS)

Note No. #32

File may be submitted for the meeting hold on 12-02-2021 at 10. 00 am in the chamber of hon'ble Minister (Transport).

11/02/2021 11:34 AM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #33

11/02/2021 12:03 PM

SIMIMON J
(SO (A) TRANS)

Note No. #34

11/02/2021 12:52 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #35

Please submit the minutes of todays meeting

12/02/2021 12:10 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #36

12/02/2021 2:35 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #37

12/02/2021 3:07 PM

SIMIMON J
(SO (A) TRANS)

Note No. #38

Please see the letter from the Chairman & Managing Director, KTDFC at P43-49C/F. After the meeting held on 12/02/2021, Chairman & Managing Director, KTDFC has forwarded the letter and informed as follows.

The attempts to allot commercial spaces at KSRTC Bus Terminal cum shopping Complex, Kozhikode on e-tender basis has been continuing from 2015. Four separate e-tenders have been conducted on single offer basis. Based on the marketing strategies pursued, the highest offer recorded so far in the 3'round of tenders but the highest offer could not however be finalized due to several litigation and subsequent withdrawal of the highest offerer. Thereafter, 4th round of tenders were invited on 19/09/2018. The highest offer recorded in the fourth tender was ALIF Builders may be seen at P44.C/F.

Upon opening of the e-tender on 04/12/2018, the best offer on the NPV basis (at a Discounted Cash

Flow of 0.83%) on wholesale letting, the total proceeds for 30 years is estimated to be Rs. 13,196 Lakhs. As on date, this is the best offer of the market has returned after 4 rounds of repeated tendering. The price discovered is best of seven discrete offers in four rounds. Finding the offer to be relatively beneficial, the Government as per G.O. (Ms) No.41/2019/Transport dated 05/08/2019 had accepted the offer from M/s. Alif Builders (hereafter the highest offer) and consequently KTDFC had issued Provisional Allotment letter on 21/08/2019.

However within the stipulated period the lease agreement to be provided to the tenderer could not be finalized and supplied to the highest offerer as they had suggested some changes in the draft agreement conditions. Subsequently on reporting the same, Government directed to cancel the allotment and forfeit the Earnest Money Deposit furnished by the bidder MIs. Alit' Builders and invite fresh tenders. Accordingly, that decision was forwarded to the highest offerer MJs. Alif Builders. They have challenged it in the Honble High Court of Kerala as WPC No. 18007/2020 dt. 25/08/2020, and the writ is pending disposal.

The subsequent request of MIs.. Alif Builders received dated 17/09/2020 for re-allotment of the Bus Terminal Complex, Kozhikode after recalling the order of cancellation .

Upon a consideration of the above, the company's considered view is that the highest offer in the 4th round tender from January 2019 reflects the then market rate of the lease rental prospects of the building. Subsequent to the receipt of this tender, the huge adverse impact of the Covid- 19 with lock down for more than six months has further depressed demand in

real-estate market. Both Central and State Governments have issued separate revitalization packages to boost domestic consumption. Though retail tendering estimates of the same space is showing marginally higher NPV prospects (Rs.+16 Crores estimates) taking up retail tendering transfers the burden of maintenance and the cost of repeat tendering advertisements and man power cost of the company in addition to litigation and complexities reducing potential net income. It will also extend over to 10 years from 2015.

On the submission of the highest offerer dated 19/09/2018 on the draft agreement conditions, KTDFC's view is that the part stating "agreement could be unilaterally terminated on realization of the entire project cost and applicable interest or on handing over of the project by KTDFC on making any alternate arrangements for ensuring the realization of the entire project cost and applicable interest by any other means, in case the lease period is not completed at the time of such handing over, to terminate the lease, KTDFC reserves its right to terminate the lease by serving 45 days notice in writing, without payment of any compensation or damage" needs to be reversed, as no firm offer would be received as the period of lease would be arbitrary. This condition also works against higher offer quote that will cause earlier closure of lease agreement. This may be withdrawn as requested as it is logical to do so.

On the tenderer's request KSRTC may also be a party to lease agreement, KTDFC has no objection doing in so limiting KSRTC's monetary rights to 50% of net income to be paid quarterly or adjusted against loan outstanding or interest as decided by directors of KTDFC as provided in the draft agreement.

Regarding the specific requirement of KSRTC for additional passenger amenities, transit accommodation, canteen, etc., a clause could be included in the agreement stating that the desired businesses in the building such as passenger amenities may be granted consequently by the lessee

With respect to the remaining conditions in the nature of provision of design, plans, renewal of permits, etc. and no other parallel commercial activities in the terminal, are acceptable to KTDFC.

Therefore, taking all the above into consideration, KTDFC is of the view that the highest offer received in the competitive process so far, i.e., that of MIs. Alif Builders could be reconsidered by Government as the other alternative cause of action i.e., re-tendering against a definitely decelerating market demand and opting for retail tendering includes higher commercial risks and unpredictable outcomes as of now. The depreciation of the built structure will also increase by then.

As the committed expenditure (sunk cost) to KTDFC in the project is Rs 74.79 Crores, the NPV based return the present offer will pay back the investment in about 200 months of lease. Already the building has undergone 5 years depreciation at annual rate of 10% and committed capital expenditure with interest is 130 crores. If value is not fetched in subsequent tenders and with more depreciation, the prospects of recouping the capital and interest will turn even meagre. The offered lease rate offered works out to Rs.301- sq. ft. (Rs. 43 lakhs per month for 1.44 laths sq. ft.) and is found relatively reasonable. The declined highest offered rate works out to Rs.36 per sq.ft.

Therefore the Chairman & Managing Director,

KTDFC has requested that Government may be pleased to reconsider the offer of the highest commercial offer so far i.e., MIs. Alif Builders subject to their firmness on offered rates with the changes in the agreement and pass orders of review as found appropriate.

Any review on the terms and conditions of the agreement, consultation with Finance Department is necessary. However, as per the instruction from the Office of the minister, file may be circulated to hon'ble Minister(Transport) for perusal and orders.

13/02/2021 4:40 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #39

13/02/2021 4:45 PM

SIMIMON J
(SO (A) TRANS)

Note No. #40

13/02/2021 4:48 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #41

1. The last successful tenderer, ALIF builders has filed WPC-18007/2020 before the HOn.High Court. The writ petition is yet to be disposed. Any decision taken by the Government has to be subjected to the outcome of this writ.
2. The KTDFC MD, has informed that the arbitrary clauses have to be withdrawn since the lease is for a period of 30 years. Therefore the

agreement needs further vetting by the law department.

3. The shopping complex was constructed in the land of a bus depot without taking into consideration the requirements of a Bus depot, including the that of passengers. The KSRTC has already with the permission of KTDFC is preparing a plan for setting up passenger and staff amenities/facilities, bus operation requirements etc. For ensuring that KSRTC's requirements are not compromised, as well as for preventing conflicts/issues that may arise in future, a tripartite agreement has to be entered into between the KTDFC, KSRTC and Alif Builders. The Alif Builders also has requested the need for such an agreement.
4. Without considering the fact that there exists a WPC before hon.HC, the KTDFC has tendered about 432 sq.ft space in the ground floor, and sought approval of the government for awarding it to another party. In the meeting convened by the M(T), at 10.30 am on 12th Feb , the Alif Builders objected this . therefore this tender has to be cancelled and allotted to Alif builders at the rates obtained in the tender. In the said meeting, Alif Builders, KTDFC and KSRTC have agreed for a tri-partiate agreement, if the tender is approved by the government and subject to outcome of the WPC.

As per the earlier decision of the government, the tender was cancelled. Now the KTDFC has requested government to reconsider the tenderer's proposal . The other alternative option is to go for retender. KTDFC has expressed its apprehension in the matter -" *retendering against decelerating Market demand and opting for re-tendering includes higher commercial risk and unpredictable outcomes as of now. The depreciation of the built structure will also increase by then.*"

The KTDFC has also informed that *"if value is not fetched in the subsequent tenders and with more depreciation, the prospects of recouping the capital and interest will turn even meagre. The offered lease rate works out to be Rs. 30 per sq. feet (Rs.43 lakhs per month for 1.44 lakhs square feet and is found relatively reasonable. The declined highest offered rate works out to be Rs.36 per sq. feet."*

In these circumstances ,a decision on whether

- a. to accept the offer of M/s. Alif builders to KTDFC in respect of the KSRTC Bus Terminal cum Shopping Complex, Kozhikode , subject to the conditions as mentioned above as items (1) to (4) or
- b. to go for re-tendering of the shopping complex once again

may be taken by placing the matter before the council of ministers, for which permission of the Hon.CM may be sought.

14/02/2021 1:02 PM

BIJU PRABHAKAR
(SECY (TRANS))**Note No. #42**

ഈ വിഷയം മന്ത്രിസഭയുടെ പരിഗണനക്ക് വയ്ക്കുന്നതിനുള്ള അനുവാദത്തിനായി ബഹു . മുഖ്യമന്ത്രി കണ്ടാലും.

14/02/2021 1:16 PM

A.K SASEENDRAN
(M (TR.))**Note No. #43**

മന്ത്രിസഭയുടെ പരിഗണനയ്ക്ക് സമർപ്പിക്കുക.

16/02/2021 1:12 PM

PINARAYI VIJAYAN
(CM,GOK)**Note No. #44**

16/02/2021 1:35 PM

A.K SASEENDRAN
(M (TR.))**Note No. #45**

16/02/2021 1:39 PM

SIMIMON J
(SO (A) TRANS)**Note No. #46**

മന്ത്രി സഭാ യോഗത്തിന്റെ 17-02-2021-ലെ ഇനം നമ്പർ 4777 ഒ.എ. കുറിപ്പ് അറ്റാച്ച്മെന്റിൽ കണ്ടാലും. ഇതിന്റെ അടിസ്ഥാനത്തിലുള്ള കരട് സർക്കാർ ഉത്തരവ് അംഗീകാരത്തിനായി സമർപ്പിക്കുന്നു.

 **decision no 4777 dated 17-02-2021.pdf**

18/02/2021 5:55 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #47

18/02/2021 5:56 PM

SIMIMON J
(SO (A) TRANS)

Note No. #48

18/02/2021 6:18 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #49

19/02/2021 12:48 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #50

19/02/2021 12:50 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #51

19/02/2021 12:58 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #52

19/02/2021 1:06 PM

SIMIMON J
(SO (A) TRANS)

Note No. #53

Kindly see the letter from Chairman & Managing Director, KTDFC at P₅₈₋₁₁₅C/F. Where in, they enclosed the draft of the proposed lease agreement with M/s Alif Builders and informed that the changes advised by the government has been incorporated to the draft and requested that the same may be approved. As per Go(Ms) No. 8/2021/Trans dated 19/02/2021, Kozhikode Bus Terminal cum shopping Complex constructed under BOT Project was allotted to M/s Alif Builder. Hence, the draft lease agreement may be forwarded to LAW Department for vetting.

25/02/2021 12:54 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #54

25/02/2021 12:55 PM

SIMIMON J
(SO (A) TRANS)

Note No. #55

The draft lease agreement (page 59-115 cf) between

Managing Partner M/s Alif Builders and CMD KTDFC& CMD KSRTC for allotment of space of KSRTC Terminal Complex Kozhikode may be forwarded to Law Dept for vetting.

25/02/2021 2:29 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #56

Its a tripartite agreement. The opinion of CMD, KSRTC to be obtained first

25/02/2021 2:42 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #57

25/02/2021 2:45 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #58

25/02/2021 3:01 PM

SIMIMON J
(SO (A) TRANS)

Note No. #59

Orders at pre para, DFA

26/02/2021 3:49 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #60

26/02/2021 4:33 PM

SIMIMON J
(SO (A) TRANS)**Note No. #61**

26/02/2021 4:45 PM

VIJAYASREE.K.S.
(JS (A) TRANS)**Note No. #62**

26/02/2021 4:51 PM

SIMIMON J
(SO (A) TRANS)**Note No. #63**

ശ്രീ. അബ്ദു റഹിമാൻ പി. പാറപ്പുറത്ത് വീട്, കാരന്തൂർ പി.ഒ, കോഴിക്കോട് ജില്ല,
വിവരാവകാശ നിയമപ്രകാരം സമർപ്പിച്ചിട്ടുള്ള അപേക്ഷ ന.ഫ 117-ാം പേജിൽ കണ്ടാലും
ഗതാഗത വകുപ്പിലെ ഫയൽ നമ്പർ ഗതാഗത എ2/217/2020-ഗതാഗതം എന്ന ഫയലിലെ പേജ് നമ്പർ
4-5 എന്നിവയുടെ സാക്ഷ്യപ്പെടുത്തിയ പകർപ്പുകളും ഗതാഗത വകുപ്പിലെ ഫയൽ നമ്പർ
ഗതാഗത.എ2/70/2019-ഗതാഗതം എന്ന ഫയലിലെ 15-40 വരെയുള്ള പേജുകളുടെ സാക്ഷ്യപ്പെടുത്തിയ
പകർപ്പുകളും ആണ് ആവിശ്യപ്പെട്ടിരിക്കുന്നത്. ഗതാഗത.എ2/70/2019-ഗതാഗതം എന്ന ഫയൽ
അറ്റാച്ച്മെന്റിൽ കണ്ടാലും. ആവശ്യപ്പെട്ടിരിക്കുന്ന വിവരങ്ങൾ ആകെ 2+26=28 പേജുകളുണ്ട്. പ്രസ്തുത
പകർപ്പ് ലഭ്യമാക്കുന്നതിനായി ഒരു പേജിന് 2 രൂപ പ്രകാരം ആകെ 56/- രൂപ സംസ്ഥാനത്തെ
ഏതെങ്കിലും സർക്കാർ ട്രഷറിയിൽ 0070-60-118-99- receipts under the Right to Information Act 2005
എന്ന ശീർഷകത്തിൽ ഒടുക്കിയതിന്റെ അസ്സൽ ചെലാൻ ഹാജരാക്കുവാൻ അപേക്ഷകനോട്
ആവിശ്യപ്പെടാവുന്നതാണ്. കരട് കത്ത് ഉത്തരവിന് വിധേയമായി അംഗീകാരത്തിനായി
സമർപ്പിക്കാവുന്നതാണ്

01/03/2021 1:24 PM

SUMESH.K.
(SG-ASST (A2) TRANS)**Note No. #64**

01/03/2021 1:46 PM

SIMIMON J
(SO (A) TRANS)**Note No. #65**

01/03/2021 3:38 PM

BINDU.R.
(US (C) TRANS)**Note No. #66**

01/03/2021 3:42 PM

SIMIMON J
(SO (A) TRANS)**Note No. #67**

നടപ്പ് ഫയൽ 121-ാം പേജിലെ ബഹു. ഗതാഗതവകുപ്പ് മന്ത്രിയുടെ പ്രൈവറ്റ് സെക്രട്ടറിയുടെ കുറിപ്പ് കണ്ടാലും. ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ കെ.ടി.ഡി.എഫ്.സി. നിർമ്മിച്ച കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോപ്ലക്സിലെ വാണിജ്യാവശ്യത്തിനുള്ള സ്ഥലം ടെണ്ടർ പ്രകാരം ഉയർന്ന തുക രേഖപ്പെടുത്തിയ കക്ഷിക്ക് അനുവദിച്ചു നൽകുന്നതിനുള്ള 17.02.2021-ലെ മന്ത്രിസഭാ യോഗ തീരുമാനം ഒരു മാസം കഴിഞ്ഞിട്ടും ഇതുവരെ നടപ്പിലാക്കി കാണുന്നില്ല.

ഉദ്യോഗസ്ഥതലത്തിൽ ഉണ്ടാകുന്ന കാലതാമസം മൂലം മന്ത്രിസഭാ യോഗ തീരുമാനം നടപ്പിലാക്കുന്നതിൽ വീഴ്ചവരുത്തുന്നത് ഗൗരവതരമായി കാണുന്നതും അത് പ്രകാരം തുടർനടപടികൾ സ്വീകരിക്കേണ്ടിവരുന്നതുമാണ് എന്നും വൻ സാമ്പത്തിക നഷ്ടമാണ് ഇതുമൂലം ബന്ധപ്പെട്ട സ്ഥാപനങ്ങൾക്ക് ഉണ്ടായിക്കൊണ്ടിരിക്കുന്നത് എന്നും ബഹു. ഗതാഗത വകുപ്പു മന്ത്രി അറിയിച്ചിട്ടുണ്ട്. ആയതിനാൽ മന്ത്രിസഭാ തീരുമാനം കൈക്കൊണ്ട ഫയലും ബന്ധപ്പെട്ട മറ്റു ഫയലുകളും (A2/70/2019/Trans) കാലതാമസം വരുത്തിയതിനുള്ള കാരണം വ്യക്തമാക്കിക്കൊണ്ട് ഇന്നുതന്നെ ബഹു. ഗതാഗത വകുപ്പുമന്ത്രിക്ക് സമർപ്പിക്കാൻ അദ്ദേഹം നിർദ്ദേശിച്ചിട്ടുണ്ട്.

17.02.2021-ലെ മന്ത്രിസഭാ യോഗ തീരുമാനപ്രകാരം ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ കെ.ടി.ഡി.എഫ്.സി. നിർമ്മിച്ച കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോപ്ലക്സിലെ വാണിജ്യവശ്യത്തിനുള്ള സ്ഥലം ടെണ്ടർ പ്രകാരം ഉയർന്ന തുക രേഖപ്പെടുത്തിയ കക്ഷിയായ ആലിഫ് ബിൽ ഡെവ്ലപ് Go(Ms) No. 8/2021/Trans dated 19/02/2021. പ്രകാരം അനുവദിച്ചു നൽകിയിട്ടുണ്ട്. ആയതിന്റെ അടിസ്ഥാനത്തിൽ KTDFC ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടർ ലഭ്യമാക്കിയ കരട് ലീസ് എഗ്രിമെന്റ് സൂക്ഷ്മപരിശോധനയ്ക്കായി നിയമവകുപ്പിന് കൈമാറാനുള്ള ഉത്തരവ് നിയമസമരവുമായി ഫയൽ സമർപ്പിച്ചപ്പോൾ ത്രികക്ഷി എഗ്രിമെന്റ് ആയതിനാൽ ആദ്യം കെ.എസ്.ആർ.ടി.സി. ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടറുടെ അഭിപ്രായം ലഭ്യമാക്കാനായി ഉത്തരവായി. ആയതിന്റെ അടിസ്ഥാനത്തിൽ കെ.എസ്.ആർ.ടി.സി. ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടറുടെ അഭിപ്രായം ലഭ്യമാക്കാനായി നിർദ്ദേശം നൽകിയത് നടപ്പ് ഫയൽ 116-ാം പേജിൽ കാണാവുന്നതാണ്. എന്നാൽ കെ.എസ്.ആർ.ടി.സി. ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടർ ഇതുവരെ അഭിപ്രായം ഒന്നും തന്നെ ലഭ്യമാക്കിയിട്ടില്ല.

നടപ്പ് ഫയൽ 121-ാം പേജിലെ കുറിപ്പിലെ നിർദ്ദേശത്തിന്റെ അടിസ്ഥാനത്തിൽ

ഫയൽ ബഹു. ഗതാഗത വകുപ്പുമന്ത്രിക്ക് ചംക്രമണം ചെയ്യാവുന്നതാണ്.

19/03/2021 2:52 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #68

19/03/2021 4:44 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #69

The opinion of the KSRTC CMD has already been submitted and this may be attached and resubmit please.

19/03/2021 10:39 PM

BIJU PRABHAKAR

(SECY (TRANS))

Note No. #70

20/03/2021 11:00 AM

VIJAYASREE.K.S.
(JS (A) TRANS)**Note No. #71**

നടപ്പ് ഫയൽ 122-129- വരെ പേജിലെ കെ.എസ്.ആർ.ടി.സി. ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടറുടെ കത്ത് സദയം കണ്ടാലും. കെ.എസ്.ആർ.ടി.സി.- കെ.ടി.ഡി.എഫ്.സി ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ നിർമ്മിച്ച കോഴിക്കോട് ബസ് ടെർമിനൽ കോംപ്ലക്സിൽ യാത്രക്കാരുടെ സൗകര്യങ്ങൾ വർദ്ധിപ്പിക്കുന്നതിനുമായി കരട് ലീസ് എഗ്രിമെന്റിൽ മാറ്റങ്ങൾ വരുത്തുവാനാണ് കെ.എസ്.ആർ.ടി.സി. ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടർ ആവിശ്യപ്പെട്ടിരിക്കുകയാണ്. പ്രസ്തുതവിവരം കെ. ടി.ഡി.എഫ്. സി ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടറെ അറിയിക്കാവുന്നതാണ്. ഫയൽ ഉത്തരവിനായി സമർപ്പിക്കുന്നു.

20/03/2021 2:36 PM

SUMESH.K.
(SG-ASST (A2) TRANS)**Note No. #72**

മുൻ ഖണ്ഡികകളിലെ കുറിപ്പുകൾ കണ്ടാലും. KTDFC, CMD സമർപ്പിച്ച എഗ്രിമെന്റിൽ KSRTC, CMD ചില ഭേദഗതികൾ നിർദ്ദേശിച്ചിട്ടുള്ളത് പേജ് 122-126-ൽ കാണാവുന്നതാണ്. അപ്രകാരം എഗ്രിമെന്റ് പുതുക്കി സമർപ്പിക്കാൻ KTDFC, CMD ക്ക് നിർദ്ദേശം നൽകാവുന്നതാണ്. 17.02.2020ലെ മന്ത്രി സഭാ യോഗ തീരുമാനപ്രകാരം പുറപ്പെടുവിച്ച G.O.(MS) No.8/2021/Trans നമ്പർ ഉത്തരവിലെ വ്യവസ്ഥയനുസരിച്ച് KTDFC യും KSRTCയും തമ്മിലുള്ള എഗ്രിമെന്റ് ഒപ്പ് വയ്ക്കാനുള്ള അടിയന്തിര നടപടികൾ സ്വീകരിച്ചു വരികയാണെന്നും ഇക്കാര്യത്തിൽ ഉദ്യോഗസ്ഥ തലത്തിൽ കാലതാമസം ഉണ്ടായിട്ടില്ലെന്നും ബോധിപ്പിക്കുന്നു.

19.03.2021-ലെ വി.എസ്-ന്റെ കുറിപ്പിലെ(പേജ്-121) നിർദ്ദേശപ്രകാരം ബഹു.മന്ത്രിക്ക് ഫയൽ സമർപ്പിക്കുന്നു.

20/03/2021 4:45 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #73

A copy of the letter may be sent to CMD, KTDFC for his remarks and without waiting for the remarks, the file may be sent to Hon. Minister for orders on the conditions proposed by the CMD, KSRTC.

21/03/2021 4:10 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #74

22/03/2021 10:19 AM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #75

Orders at pre para, DFA

22/03/2021 1:10 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #76

22/03/2021 3:20 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #77

Chairman & Managing Director has been intimated to

modify the lease agreement. As directed by the Private Secretary to Minister of Transport(P₁₂₁C/F), File may be circulated to hon,ble minister (Transport).

22/03/2021 4:35 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #78

മുൻ ഖണ്ഡികകളിലെ കുറിപ്പുകൾ കണ്ടാലും KTDFC, CMD സമർപ്പിച്ച എഗ്രിമെന്റിൽ KSRTC, CMD ചില ഭേദഗതികൾ നിർദ്ദേശിച്ചിട്ടുള്ളത് പേജ് 122-126-ൽ കാണാവുന്നതാണ്. അപ്രകാരം എഗ്രിമെന്റ് പുതുക്കി സമർപ്പിക്കാൻ KTDFC, CMD ക്ക് 22.03.2021ലെ കത്ത് പ്രകാരം നിർദ്ദേശം നൽകിയിട്ടുണ്ട്. 17.02.2020 ലെ മന്ത്രി സഭാ യോഗ തീരുമാനപ്രകാരം പുറപ്പെടുവിച്ച G.O.(MS) No.8/2021/Trans നമ്പർ ഉത്തരവിലെ വ്യവസ്ഥയനുസരിച്ച് KTDFC യും KSRTC യും തമ്മിലുള്ള എഗ്രിമെന്റ് ഒപ്പ് വയ്ക്കാനുള്ള അടിയന്തിര നടപടികൾ സ്വീകരിച്ചു വരികയാണെന്നും ഇക്കാര്യത്തിൽ ഉദ്യോഗസ്ഥ തലത്തിൽ കാലതാമസം ഉണ്ടായിട്ടില്ലെന്നും ബോധിപ്പിക്കുന്നു .

19.03.2021- ലെ പി . എസ് - ന്റെ കുറിപ്പിലെ (പേജ്-121) നിർദ്ദേശപ്രകാരം ബഹു.മന്ത്രിക്ക് ഫയൽ സമർപ്പിക്കുന്നു

22/03/2021 4:57 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #79

22/03/2021 5:34 PM

K R JYOTHILAL
(PRL SECY (TRANS))

Note No. #80

കെ.എസ് . ആർ. ടി. സി-യിൽ നിന്നും വിവരങ്ങൾ ലഭ്യമാക്കുന്നതിലും അവ ശേഖരിക്കുന്നതിലും കാലതാമസം വന്നതായി കാണുന്നു. നിശ്ചിത സമയപരിധിക്കും ടെൻഡർ പ്രകാരമുള്ള തുക അടക്കാൻ സാധിക്കുന്ന വിധം എത്രയും പെട്ടെന്ന് എഗ്രിമെന്റ് തയ്യാറാക്കേണ്ടതും ആയതു ഒപ്പു വയ്ക്കേണ്ടതുമാണ്. മുൻ മന്ത്രിസഭായോഗ തീരുമാന പ്രകാരം എഗ്രിമെന്റ് തയ്യാറാക്കുന്നതിൽ മുൻപ് വന്ന പ്രകാരമുള്ള കാലതാമസവും വീഴ്ചയും ആവർത്തിക്കാൻ പാടില്ലാത്തതാണ്.

ആദ്യ ഘട്ടത്തിൽ , ടെൻഡർ നൽകിയ സ്ഥാപനം എന്ന നിലയിൽ കെ.ടി.ഡി.എഫ്.സി-യും ഉയർന്ന തുക രേഖപ്പെടുത്തി ടെൻഡർ അനുവദിച്ചു കിട്ടിയ കമ്പനിയും തമ്മിൽ ടെൻഡർ വ്യവസ്ഥകൾക്ക് വിധേയമായി ഒരു ദിന കക്ഷി കരാർ ഒപ്പു വയ്ക്കേണ്ടതും ആ കരാറിൽ ഒരു നിശ്ചിത സമയത്തിനകം കെ.ടി.ഡി.എഫ്. സി, കെ.എസ് . ആർ. ടി. സി, M/s ആലിസ് ബിൽഡേഴ്സ് എന്നീ കക്ഷികൾ കെ.എസ് . ആർ. ടി. സി ആവശ്യപ്പെട്ട കാര്യങ്ങൾ സംബന്ധിച്ച് ചർച്ച ചെയ്തു മന്ത്രിസഭാ തീരുമാന പ്രകാരം ത്രികക്ഷി കരാർ ഒപ്പു വയ്ക്കണം എന്ന ഒരു clause കൂടി വയ്ക്കേണ്ടതുമാണ്. പ്രസ്തുത എഗ്രിമെന്റുകൾ തയ്യാറാക്കുമ്പോൾ 25 -10 -2007 -ലെ GO (Ms) No 42 / 2007 / Tran , 5-11 -2007 -ലെ GO (Ms) No 46 / 07 / Tran തുടങ്ങിയ സർക്കാർ ഉത്തരവുകൾ കൂടി കണക്കിലെടുക്കേണ്ടതാണ്. കെ.എസ്.ആർ.ടി.സി ഇപ്പോൾ ആവശ്യപ്പെട്ട പല കാര്യങ്ങളും ടെൻഡർ വ്യവസ്ഥകൾക്ക് അനുസൃതമാണെന്നു തോന്നുന്നില്ല. ആയതിനാൽ പ്രസ്തുത കമ്പനി ടെൻഡർ പ്രകാരമുള്ള തുക കെട്ടിവയ്ക്കുന്നതു നീണ്ടു പോകുന്നതും തന്മൂലം പ്രസ്തുത സ്ഥാപനങ്ങൾക്ക് ഉണ്ടാകുന്ന സാമ്പത്തിക നഷ്ടം ഒഴിവാക്കുന്നതിനുമായി മേൽപ്രസ്താവിച്ച പ്രകാരം രണ്ടു വ്യത്യസ്ത കരാറുകൾ സമയബന്ധിതമായി ഒപ്പുവയ്ക്കാവുന്ന വിധം കരാർ എഗ്രിമെന്റുകൾ തയ്യാറാക്കാൻ കെ.ടി.ഡി.എഫ്. സി- യോട് ആവശ്യപ്പെടുക.

23/03/2021 4:44 PM

A.K SASEENDRAN
(M (TR.))**Note No. #81**

23/03/2021 4:50 PM

K R JYOTHILAL
(PRL SECY (TRANS))**Note No. #82**

23/03/2021 4:57 PM

VIJAYASREE.K.S.
(JS (D) TRANS)

Note No. #83

Orders at Pre para, DFA

24/03/2021 12:01 PM

SUMESH.K.
(SG-ASST (A2) TRANS)**Note No. #84**

24/03/2021 12:10 PM

VIJAYASREE.K.S.
(JS (A) TRANS)**Note No. #85**

ശ്രീ. അബ്ദു റഹിമാൻ പി. പാറപ്പറത്ത് വീട്, കാരന്തൂർ പി.ഒ, കോഴിക്കോട് ജില്ല , വിവരാവകാശ നിയമപ്രകാരം സമർപ്പിച്ചിട്ടുള്ള സമർപ്പിച്ചിട്ടുള്ള അപേക്ഷയും ഉള്ളടക്കം ചെയ്ത സർക്കാർ ട്രഷറിയിൽ 0070-60-118-99- receipts under the Right to Information Act 2005 എന്ന ശീർഷകത്തിൽ ഒട്ടക്കീയ 56/- രൂപയുടെ അസ്സൽ ചെലവാനം ന.ഫ 133-136 പേജിൽ കണ്ടാലും. ടിയാൻ വിവരാവകാശ നിയമപ്രകാരം ഗതാഗത വകുപ്പിലെ ഫയൽ നമ്പർ ഗതാഗത എ2/217/2020-ഗതാഗതം എന്ന ഫയലിലെ പേജ് നമ്പർ 4-5 എന്നിവയുടെ സാക്ഷ്യപ്പെടുത്തിയ പകർപ്പുകളും ഗതാഗത വകുപ്പിലെ ഫയൽ നമ്പർ ഗതാഗത.എ2/70/2019-ഗതാഗതം എന്ന ഫയലിലെ 15-40 വരെയുള്ള പേജുകളുടെ സാക്ഷ്യപ്പെടുത്തിയ പകർപ്പുകളും ആണ് ആവശ്യപ്പെട്ടിരിക്കുന്നത്. അപേക്ഷകൻ ആവശ്യപ്പെട്ടിരിക്കുന്ന പ്രസ്തുത പേജുകളുടെ സാക്ഷ്യപ്പെടുത്തിയ പകർപ്പുകൾ അപേക്ഷകന് നൽകാവുന്നതാണ്. കരട് കത്ത് ഉത്തരവിന് വിധേയമായി അംഗീകാരത്തിനായി സമർപ്പിക്കാവുന്നതാണ്.

24/03/2021 4:05 PM

SUMESH.K.
(SG-ASST (A2) TRANS)**Note No. #86**

24/03/2021 4:46 PM

BINDU.R.
(US (C) TRANS)

Note No. #87

Kindly see the letter from Senior Audit Officer, Advocate General Office at P₁₄₁C/F. Where in it is informed as per G.O.(Ms) No. 8/2021/Trans dated 19/02/2021 the Government revoked its own direction issued as per Lr.No. A2/70/2019-Trans dated 30/01/2020 directing the Chairman and Managing Director, KTDFC to cancel the tender offered by M/s Alif Builders relating to KSRTC Bus Terminal cum Shopping Complex under BOT in Kozhikode undertaken by KTDFC, as the both parties, KTDFC and M/s alif Builders negligent in executing the lease agreement for 30 years with a non - refundable advance of 17 crore and a monthly rent of 43 lakhs at the rate of Rs. 30 per sq.ft for 1.44 lakh sq.ft area. Accordingly the tender was cancelled. Challenging this direction, M/s Alif Builders filed WP(C) 18007/2020 dated 25/08/2020 in the Hon,ble High Court.

Then M/s Alif Builders requested to the Chairman and Managing Director, KTDFC to review the decision to cancel the tender. On the basis of the various recommendations proposed by the Chairman and Managing Director, KTDFC, Government granted permission to Chairman and Managing Director, KTDFC for allotting commercial space in Kozhikode Bus Terminal cum Shopping Complex to M/s Alif Builders at a non- refundable deposit of Rs. 17 crore and @ Rs.30 sq.ft. Totaling to Rs..43 lakhs per month, subject to the final outcome of the Writ Petition. It was orally stated that subsequently M/s Alif Builders has withdrawn the case filed in WP(C) 18007/2020.

However, scrutiny of file revealed that the monthly rent payable by M/s Alif Builders was erroneously taken at Rs. 43 lakh p.m instead of at Rs. 43.2 lakh p.m (144000 sq.ft @30= 43.20,000/-). This would result in a revenue loss to Government amounting to Rs. 72 lakh (Rs.20000X12X30 = 72,00,000/-) for the lease period of 30 years. Further, when the lease rent enhanced from time to time at 10% on completion of every three years as per

the old draft agreement the expected loss would be Rs. 1,14,74,945/-.

Based on the report of Senior Audit Officer, Advocate General Office, erroneously taken amount of Rs. 43 lakh may be rectified as 43.20,000/and G.O.(Ms) No. 8/2021/Trans dated 19/02/2021 may be modified to that extend. File may be submitted for orders.

09/04/2021 5:01 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #88

Since the amount crept in the GO was as per the report of the CMD KTDFC, we may seek clarification by return.

15/04/2021 3:05 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #89

Orders at pre para, DFA

27/04/2021 5:10 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #90

Letter approved. A/i, pl put up to Secretary today itself.

29/04/2021 12:56 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #91

Letter issued, file may be submitted to secretary for further orders.

29/04/2021 5:02 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #92

The Senior Audit Officer, O/o the Accountant General(Audit) , after scrutinising the Govt file informed that the monthly rent payable by M/s Alif Builders was erroneously taken at Rs. 43 lakh instead of at Rs. 43.2 lakh (144000 sq.ft @30= 43.20,000/-). This would result in a revenue loss to Government amounting to Rs. 72 lakh (Rs.20000X12X30 = 72,00,000/-) for the lease period of 30 years. Further, when the lease rent is enhanced from time to time at 10% on completion of every three years as per the old draft agreement the expected loss would be Rs. 1,14,74,945/- .

Since the Govt decision was taken based on the proposal of the CMD KTDFC, clarification was sought for the above two points, which is awaited. Hence the CMD KTDFC and CMD KSRTC may be requested to stall the execution of agreement until a clarification is issued in this regard.

30/04/2021 12:54 PM

VIJAYASREE.K.S.
(JS (A) TRANS)**Note No. #93**

The observations of the accountant general may be brought to the notice of the chairman and managing director KTDFC. With a copy to CMD KSRTC.

30/04/2021 7:07 PM

BIJU PRABHAKAR
(SECY (TRANS))**Note No. #94**

03/05/2021 10:55 AM

VIJAYASREE.K.S.
(JS (A) TRANS)**Note No. #95**

Orders at pre para, C&MD, KTDFC has already been intimated the same. C&MD, KISRTC, also may be intimated. Subject to order, DFA.

03/05/2021 11:59 AM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #96

03/05/2021 12:30 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #97

Kindly see the letter from M/s Alif Builders at P144-147C/F and Chairman & Managing Director at P148-151C/F. Where in M/s Alif Builders have expressed their despite of readiness regarding the deed is yet to be executed. They have come to understand that this is solely due to certain conditions being sought to be imposed by the KSRTC, which on the face of it itself is beyond the terms of the Government Order as also the tender conditions. The KSRTC has been directed to be made a party to the lease deed by the Government only as a matter of precaution considering the best interest of all sides including us and the KSRTC has no jurisdiction or role to insist upon imposing conditions to the lease deed which are being caused to the execution of the lease deed would not augur well for the parties and would in fact be detrimental to the interests of the KSRTC. They may therefore intimate that they cannot be held responsible for the delay in the execution of the lease deed as they are and have been ready to execute the lease deed in terms of the draft prepared by the KTDFC and approved by them.

It is therefore humbly requested that your good-self may be kind enough to interfere in the above matter and direct the KSRTC and KTDFC to intimate the date of execution of the lease agreement as suggested in the Government Order and letter referred above, at the earliest, so that we can deposit the upfront payment of Rs 17 crores as also bring over the stamp

papers worth Rs 3,18,76,865/- as suggested by the KTDFC, so as to execute the lease deed and register the same. It may be noted that possession of the commercial space in the Kozhikode Bus Terminal cum Shopping Complex would be handed over to us only after the execution of the lease deed and therefore we would request you to take immediate steps in this regard at the earliest.

Kindly See the the letter from Chairman & Managing Director at P148-151C/F . where in it is informed that as per the govt. letter dated 29-04-2021 was stated in the allotment letter issued to M/s Alif Builders, the monthly rent has been shown as Rs 43 lakhs instead of Rs 43.2 lakhs per month due, computed for 1,44,000 sqft. In reality there is no such discrepancy as the tenderer had not quoted at 30/sqft at all, but only a lumpsum amount of Rs.43 lakhs.

His offer is therefore limited to Rs.43 lakhs. While working out the rate on analysis the KTDFC had computed Rs.30/- per sqft by rounding off the offered rate/sqft Rs. 29.86 to the nearest whole rupee figure as is practised. This cannot be used retrospectively to demand an offer rate to additionally burden the offerer for Rs. 20,000/-in addition from his legally quoted rate. It was merely to intended compare previous quote in (Rs.36 in rupee terms).

In this connection it may kindly be noted that the observation of AG has been remarked upon by M/s Alif Builders on our reference.

In their reply, M/s. Alif Builders have conveyed their consent for Rs. 43.2 lakhs observed, enhanced from the earlier agreed of Rs. 43 lakhs, thought there is absolutely no legal compulsion or obligation on them to do so. A copy of the consent letter from M/s. Alif Builders received by E mail is enclosed. The AG 's observation may therefore please be considered as accepted and rent settled at a permitted monthly rent rate of Rs. 43.2 lakhs (with triannual revision) and the agreement may be executed on Rs. 43.20 lakhs in view of the observation.

It may be further stated that the firm period of the present offer has expired on 22.05.2021 and letting the offer expire / re-tendering may expose KTDFC to a loss of the offered revenue. If further re-tendering yields a still lower rate, it will be difficult to explain the rationale of not agreeing to the highest offered accepted rate so far in the tender process, repeated 4 times.

It is reiterated that the GDP growth is depressed by 20% in 2021 and

due to covid lock down/ uncertainty to the rent / lease market may not return even the present rates offered if re-tendered against a rapidly slowing market may not return even the present rates offered if consequential lock downs. KTDFC has already given 50% rent concession in its ongoing commercial leases and further lease waiver requests for 2021-22 are under consideration. It may not be prudent to forgo revenue quoted pre-covid at this point. There fore they requested that government may therefore consider revised offer favourable and advice appropriately.

File may be submitted for orders.

07/06/2021 1:19 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #98

Kindly see the notes at pre paras and also invite attention to the request of Alif Builders and the intimation of CMD,KTDFC at pages 144-151 cf. File is submitted for intimation of the remarks of CMD.KTDFC to AG.

07/06/2021 2:56 PM

RADHAKRISHNAN S S
(SO (A) TRANS)

Note No. #99

Pl add the Note from APS to Min(Tr) and put up.

08/06/2021 5:34 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #100

മുൻ ഖണ്ഡികയിലെ ഉത്തരവും നടപ്പ് ഫയൽ 152-ാം പേജിലെ ബഹു.ഗതാഗത വകുപ്പ് മന്ത്രിയുടെ അഡീഷണൽ പ്രൈവറ്റ് സെക്രട്ടറിയുടെ കുറിപ്പും കണ്ടാലും. ബി . ഒ . ടി . അടിസ്ഥാനത്തിൽ കെ . ടി . ഡി . എഫ് . സി . നിർമ്മിച്ച കോഴിക്കോട് കെ . എസ് . ആർ . ടി . സി . ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യാവശ്യത്തിനുള്ള സ്ഥലം ടെണ്ടർ ചെയ്ത് നൽകുന്നതുമായ ബന്ധപ്പെട്ട Trans-A2/217/2020-Trans എന്ന ഫയൽ ബഹു.ഗതാഗത വകുപ്പ് മന്ത്രിയുടെ അടിയന്തിര പരിശോധനയ്ക്കായി സമർപ്പിക്കാനാണ് ആവിശ്യപ്പെട്ടിരിക്കുന്നത്. ഫയൽ ബഹു.ഗതാഗത വകുപ്പ് മന്ത്രിക്ക് സമർപ്പിക്കാവുന്നതാണ്.

09/06/2021 2:54 PM

SUMESH.K.

(SG-ASST (A2) TRANS)

Note No. #101

10/06/2021 10:24 AM

RADHAKRISHNAN S S
(SO (A) TRANS)**Note No. #102**

As per G.O(Ms) No. 8/2021/Trans dated 19.02.2021, permission was granted to the Chairman & Managing Director, KTDFC for allotting commercial space in Kozhikkode Bus Terminal cum shopping complex to M/s Alif Building at a non refundable deposit of Rs. 17 Crore and Rs. 43 lakh per month (p54-56 CF). The Senior Audit Officer office of the Accountant General(Audit) , after scrutinizing the Govt file informed that the monthly rent payable by M/s Alif Builders was erroneously taken at Rs. 43 lakh instead of at Rs. 43.2 lakh (144000 sq.ft @30= 43.20,000/-). This would result in a revenue loss to Government amounting to Rs. 72 lakh (Rs.20000X12X30 = 72,00,000/-) for the lease period of 30 years. Further, when the lease rent is enhanced from time to time at 10% on completion of every three years as per the old draft agreement the expected loss would be Rs. 1,14,74,945/-(p141cf). The Chairman & Managing Director, KTDFC reported that the rent is shown as Rs. 43 lakh instead of 43.2 lakh, computed for Rs. 1,44,000 Sqft, @ Rs. 30 per Sqft. The tenderer did not quote Rs. 30 per Sqft, but a lumpsum amount of Rs. 43 lakh. While working out the rate on analysis, KTDFC has computed Rs. 30 Sqft by rounding of the offered rate/Sqft Rs. 29.86 to nearest whole rupee figure as it is practised. However, M/s Alif Builders have conveyed their consent to remit Rs. 4.20 lakh (P148-151 CF)

In the basis of the report from the Chairman & Managing Director, KTDFC, a reply may be given to the

Accountant General with a request to drop the observation.

May be circulated to Hon'ble Minister for perusal and orders vide Note at P152 CF

10/06/2021 3:42 PM

VIJAYASREE.K.S.
(JS (A) TRANS)

Note No. #103

See the direction given in file no.TRANS-42/108/2021-TRANS on 25.06.2021

30/06/2021 10:14 AM

ANTONY RAJU
(MIN (TRANS))

Note No. #104

30/06/2021 10:48 AM

VIJAYASREE K S
(JS (A) TRANS)

Note No. #105

This file deals with the allotment of Commercial space in Kozhikode Bus terminal complex under BOT to M/s, ALIF Builders. The attempts to allot commercial spaces at KSRTC Bus Terminal cum shopping Complex, Kozhikode on e-tender basis has been continuing from 2015. Four separate e-tenders have been conducted on single offer basis. 4th round of tenders were invited on 19/09/2018. The highest offer recorded in the fourth tender was ALIF Builders. Finding the offer to be relatively beneficial, the Government as per G.O. (Ms) No.41/2019/Transport dated 05/08/2019 had accepted the offer from M/s. Alif Builders (hereafter the highest offer) and consequently KTDFC had issued Provisional Allotment letter on 21/08/2019. The offered lease rate offered works out to Rs.301- sq. ft. (Rs. 43 lakhs per month for 1.44 laths sq. ft.) and is found relatively reasonable. The declined highest offered rate works out to Rs.36 per sq.ft.

As per letter dated on 21-08-2019 M/s Alif Builders was directed to remit Rs.17 crore in the account of KTDFC within three months, being a non

refundable advance. But KTDFC could not supply the draft lease agreement. More over, M/s Alif Builders did not remit the amount with in the stipulated time . Hence, Government directed to cancel the allotment and forfeit the Earnest Money Deposit furnished by the bidder MIs. Alit' Builders and invite fresh tenders based on the remarks of Finance Department. Accordingly, that decision was forwarded to the highest offerer M/s. Alif Builders. They have challenged it in the Honble High Court of Kerala as WPC No. 18007/2020 dt. 25/08/2020.

The subsequent request of MIs.. Alif Builders received dated 17/09/2020 for re-allotment of the Bus Terminal Complex, Kozhikode after recalling the order of cancellation.

Chairmen and Managing Director, KTDFC informed that the situation of agreement arose only in the fourth tender. The building was completed five years ago. The amount offered by M/s Alif Builders is found reasonable in the wake of covid-19 and its negative impact in the real estate field. Therefore the Chairmen and Managing Director, KTDFC also requested to review the government decision to cancel the tender to M/s Alif Builder .

Considered the above, Government as per G.O. (Ms) No.8/2021/Transport dated 19/02/2021 had cancelled the decision to cancel the tender to M/s Alif Builder and grant permission to the the Chairmen and Managing Director, KTDFC for allotting commercial space in Kozhikode bus terminal Complex constructed under BOT project to M/s Alif Builders, at a non refundable deposit of Rs. 17 crore and @ Rs30/sq.ft totaling to 43 lakh per month subject to certain condition.

In the mean time, Senior Audit Officer, Advocate General Office informed that in scrutiny of file revealed that the monthly rent payable by M/s Alif Builders was erroneously taken at Rs. 43 lakh p.m instead of at Rs. 43.2 lakh p.m (144000 sq.ft @30= 43.20,000/-). This would result in a revenue loss to Government amounting to Rs. 72 lakh (Rs.20000X12X30 = 72,00,000/-) for the lease period of 30 years. Further, when the lease rent enhanced from time to time at 10% on completion of every three years as per the old draft agreement the expected loss would be Rs. 1,14,74,945/-

M/s. Alif Builders has conveyed in this regards their consent for Rs. 43.2 lakhs observed, enhanced from the earlier agreed of Rs. 43 lakhs, thought there is absolutely no legal compulsion or obligation on them to do so. The AG 's observation may therefore please be considered as accepted and rent settled at a permitted monthly rent rate of Rs. 43.2 lakhs (with triannual revision) and the agreement may be executed on Rs. 43.20 lakhs in view of the

observation.

While file was submitted with the draft of the proposed lease agreement forwarded by Chairman & Managing Director, KTDFC, directed to obtain remarks of Chairman & Managing Director, KSRTC as it is a tripartite agreement with Chairman & Managing Director, KSRTC, Chairman & Managing Director, KTDFC and M/s Alif Builders. Chairman & Managing Director, KSRTC, has forwarded the changed draft agreement with additional condition for giving priority to the bus passengers amenities and requested to KTDFC to change the agreement accordingly. Where as Chairman & Managing Director has informed that M/s Alif Builders have expressed their despite of readiness regarding the deed is yet to be executed. They have come to understand that this is solely due to certain conditions being sought to be imposed by the KSRTC, which on the face of it itself is beyond the terms of the Government Order as also the tender conditions. In the mean time, the Hono'ble Transport minister convened a meeting to discuss the above matter and decision may be seen minutes of the meeting P 153-156C/F, File may be submitted as per the orders at File No. Trans-A2/108/2021-Trans and Pre para.

30/06/2021 2:27 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #106

30/06/2021 2:37 PM

RADHAKRISHNAN S S
(SO (A) TRANS)

Note No. #107

The construction work of the KSRTC Bus Terminal Complex, Kozhikode built by KTDFC on BOT basis was started on 26.03.2009 and completed on 19.03.2016. Even though the first round tender for renting out the commercial space of

the bus terminal complex as a single unit was held on 29.04.2015, no bidder took part in the tender process. The second round of tender floated on 03.07.2015 became futile as the tenderer failed to fix the amount. The company which participated in the third round tender made on a non-refundable security deposit but the tender proceedings were cancelled followed by Court case. The fourth round of e-tender was notified on 19.09.2018 wherein two companies had participated in the tender held on 04.12.2018. The Board of Directors of KTDFC has evaluated that the bid offered by M/s.Alif Builders is comparatively better.

Since the lack of multiplex theatre facility in the bus terminal complex for want of fire NOC would eventually hit the revenue from letting out spaces by at least 50% and further e-tendering of the project as a single unit would be risky in view of the economic scenario after demonetisation and slump in space marketing, the Director Board of KTDFC had found that the highest bid of M/s Alif Builders was advantageous and had sought the concurrence of Government in the matter.

The Law Secretary had advised to award the tender to the highest bidder M/s Alif Builders, which the KTDFC had come to the conclusion that the bid submitted by them is comparatively better than the bid submitted by the other tenderer, Sri.Muhammed Aslam (Note 6,A2/70/2019-Attachment)

But the Finance Department has suggested to explore other methods like public auction with wide publicity including auction by part by part or other convenient methods, even avoiding e-tendering if required, to ensure optimum publicity and maximum participation to include the local traders/business houses etc. It was also suggested that the successful methodology adopted by local bodies/ development authorities like TRIDA for auctioning their shopping complexes may be examined and adopted in this regard and also for leasing out the spaces to banks/private or

Government institutions. Finance Department has also suggested that adequate number of public auctions may be conducted as required to ensure that the minimum returns payable to the KSRTC as per the terms and conditions of the BOT agreement are strictly adhered and the interests of the KSRTC are fully protected and the land along with the assets created should be returned to the KSRTC in accordance with the BOT agreement (Note15,A2/70/2091-Attachment).

Overruling the remarks of Fiance Department, the Council of Ministers had decided, to accept the comparatively higher bid offered by M/s.Alif Builders in the e-tender conducted as a single unit vide G.O (MS) No.41/2019/Trans dated 05.08.2019.(Page48-49cf)

Accordingly, as per letter dated 21.08.2019, the CMD, KTDFC directed M/s Alif Builders to remit Rs.17 crore in the account of KTDFC within three months as Non Refundable Advance. Since M/s.Alif Builders did not remit the amount within the stipulated time, as per the letter, dated 30.01.2020(page47cf), direction was given to the Chairman &Managing Director, KTDFC to cancel the tender. Challenging this direction, M/s.Alif Builders has filed WP(C)No.18007/2020 dated 25.08.2020, which is pending before the Hon'ble High Court, More over, M/s.Alif Builders had requested to review the decision to cancel the tender.

The Chairman & Managing Director, KTDFC had requested to review the Government decision to cancel the tender of M/s.Alif Builders on the following grounds:

- i. The situation of agreement arose in the fourth tender. The building was completed five years ago. The amount offered by M/s.Alif Builders is found reasonable in the wake of Covid 19 and its negative impact in the real estate field.
- ii. Since a case is pending in the Hon'ble Court, there would cause delay in re-tender and the maintenance of the

building during the period has to be done by KTDFC, which causes further financial loss to KSRTC and KTDFC.

- iii. The changes sought by M/s.Alif in the draft agreement are reasonable and do not cause any financial loss to KTDFC.
- iv. In the earlier tenders the Non-Refundable deposit was Rs.50 crore. In this fourth tender, only Rs.17crore has been offered by M/s.Alif Builders. In the earlier tender Rs.36/sq.ft was obtained and now it is only Rs.30/sq.ft (for 1.44 sq.ft.area).

After examining the above aspects, the matter was placed before the Council of Ministers and as per GO(MS)No.8/2021/Trans dated 19.02.2021(page 54-55cf), the GL No.A2/70/2019 dated 30.01.2020 (page47cf) was cancelled and granted permission to the Chairman & Managing Director, KTDFC for allotting commercial space in Kozhikode Bus Terminal cum Shopping Complex constructed under BOT project, to M/s.Alif Builders, at a non-refundable deposit of Rs.17 crore (Rupees seventeen crore only) and @ Rs.30/-sq.ft.totalling to Rs.43 lakhs per month, subject to the following conditions:

- i. The sanction shall be subject to the final outcome of the Writ Petition No.WP(C)18007/2020 filed by M/s.Alif Builders, Kozhikode before the Hon'ble High Court.
- ii. A tripartite agreement between KSRTC,KTDFC and M/s.Alif Builders shall be entered into, to protect the interests of the KSRTC in respect of:
 - a) Annuity payable to the KSRTC as per agreement.
 - b) Period in which the land and the assets created will be returned to the KSRTC.
 - c) Any other relevant clauses of the BOT agreement.

Accordingly, the CMD, KTDFC has forwarded the draft lease agreement(59- 80cf) , but the CMD, KSRTC has put

forth 20 conditions also apart from the agreement conditions. In order to get consensus with KSRTC and KTDFC and the Lessee, a meeting was held by Hon'ble Minister on 15.06.2021 and the Lessee has agreed with certain conditions which may be seen in page 155-156 cf.

In the circumstances, the CMD KTDFC may be directed to modify the draft lease agreement in accordance with the decisions taken in the meeting.

30/06/2021 4:24 PM

VIJAYASREE K S
(JS (A) TRANS)

Note No. #108

There is no need of drafting a fresh agreement or modifying it, since the agreement is already approved by Law department (CF 82), and was as per the tender conditions. Any modifications in that will be violative of such tender conditions.

The CMD, KTDFC may be instructed to obtain an undertaking in favour of both KTDFC and KSRTC from the party agreeing to the decisions taken in the meeting convened by M(T) and attach it as part of the tri-partite agreement to be signed between Alif Builders, KTDFC and KSRTC.

For orders.

01/07/2021 11:06 AM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #109

Approved.

01/07/2021 6:22 PM

ANTONY RAJU
(MIN (TRANS))

Note No. #110

Put up draft letter jointly addressed to the CMDs of KTDFC and KSRTC

01/07/2021 11:39 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #111

02/07/2021 11:35 AM

VIJAYASREE K S
(JS (A) TRANS)

Note No. #112

Order at pre para, DFA

02/07/2021 3:33 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #113

Draft letter may be approved.

02/07/2021 4:30 PM

VIJAYASREE K S
(JS (A) TRANS)

Note No. #114

02/07/2021 5:13 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #115

Modified draft put up for approval.

02/07/2021 5:29 PM

VIJAYASREE K S
(JS (A) TRANS)

Note No. #116

02/07/2021 5:53 PM

BIJU PRABHAKAR
(SECY (TRANS))**Note No. #117**

02/07/2021 7:27 PM

VIJAYASREE K S
(JS (A) TRANS)**Note No. #118**

Please see the letter from Principal Project Consultant , KTDFC at P159-162C/F. Where in they have forwarded the copy of the proceedings to M/s Alif Builders for remitting the agreed amount and to execute tripartite lease agreement .

Senior Audit Office, Office of the Accountant General has informed ([at P141C/F](#)) that in scrutiny of file and G.O. (Ms) No.8/2021/Transport dated 19/02/2021 revealed that the monthly rent payable by M/s Alif Builders was erroneously taken at Rs. 43 lakh p.m instead of at Rs. 43.2 lakh p.m (144000 sq.ft @30= 43.20,000/-). This would result in a revenue loss to Government amounting to Rs. 72 lakh (Rs.20000X12X30 = 72,00,000/-) for the lease period of 30 years. Further, when the lease rent enhanced from time to time at 10% on completion of every three years as per the old draft agreement the expected loss would be Rs. 1,14,74,945/-

After considering the above, Chairman & Managing Director, KTDFC has furnished their report ([P148-162C/F](#)) and informed that M/s. Alif Builders has conveyed in this regards their consent for Rs. 43.2 lakhs observed, enhanced from the earlier agreed of Rs. 43 lakhs, thought there is absolutely no legal compulsion

or obligation on them to do so. The AG 's observation may therefore please be considered as accepted and rent settled at a permitted monthly rent rate of Rs. 43.2 lakhs (with triannual revision) and the agreement may be executed on Rs. 43.20 lakhs in view of the observation. There fore AG may be intimated the same . Draft letter to AG may be submitted for approval.

13/07/2021 5:24 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #119

Draft letter may be approved.

14/07/2021 10:47 AM

RADHAKRISHNAN S S
(SO (A) TRANS)

Note No. #120

15/07/2021 2:35 PM

VIJAJIRAJ J
(US (A) TRANS)

Note No. #121

Notes above may be seen.As decided in the meeting held on 15.06.2021 ([page155 cf](#)), the amount of Rs.43 lakh is revised as Rs.43.2 lakh towards rent. The matter may be informed to the Accountant General and requested to drop the objection([page141cf](#)).

15/07/2021 2:53 PM

VIJAYASREE K S
(JS (A) TRANS)

Note No. #122

15/07/2021 11:43 PM

BIJU PRABHAKAR
(SECY (TRANS))**Note No. #123**

16/07/2021 5:13 PM

VIJAYASREE K S
(JS (A) TRANS)**Note No. #124**

16/07/2021 5:10 PM

VIJAIRAJ J
(US (A) TRANS)**Note No. #125**

16/07/2021 8:38 PM

RADHAKRISHNAN S S
(SO (A) TRANS)**Note No. #126**

Please see the letter from GM, KTDFC at P 165C/F. Where in it is informed that KTDFC had allotted the commercial space of BTC, Kozhikode as per Proceedings NO.KTDFC/BOTP/KKDITENDERI329/20 19 dated: 06/07/2021 to MIS Alif Builders. Accordingly MIS Alif Builders remitted a part payment of Rs. 10 Crores against the upfront

payment/non refundable deposit of Rs. 17 Crores on 12.07.2021.

File may be submitted for perusal and orders

20/07/2021 12:50 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #127

20/07/2021 12:55 PM

RADHAKRISHNAN S S
(SO (A) TRANS)

Note No. #128

20/07/2021 2:36 PM

VIJAIRAJ J
(US (A) TRANS)

Note No. #129

The letter from the KTDFC in allotting the commercial space at Kozhikode to M/s Alif Builders may be perused([page 165cf](#)). May be closed for the time being.

20/07/2021 2:52 PM

VIJAYASREE K S
(JS (A) TRANS)

Note No. #130

A direction may be issued to CMD, KTDFC to ensure that the remaining amount shall be obtained from them before signing of the agreement. For orders

22/07/2021 8:47 PM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #131

Approved as per Note No.130.

27/07/2021 9:37 PM

ANTONY RAJU
(MIN (TRANS))

Note No. #132

28/07/2021 11:49 AM

BIJU PRABHAKAR
(SECY (TRANS))

Note No. #133

28/07/2021 11:56 AM

VIJAYASREE K S
(JS (A) TRANS)

Note No. #134

28/07/2021 5:13 PM

VIJAIRAJ J
(US (A) TRANS)

Note No. #135

28/07/2021 5:58 PM

RADHAKRISHNAN S S
(SO (A) TRANS)

Note No. #136

Orders at pre para, DFA

04/08/2021 2:38 PM

SUMESH.K.
(SG-ASST (A2) TRANS)

Note No. #137

Draft letter may be approved.

04/08/2021 3:34 PM

RADHAKRISHNAN S S
(SO (A) TRANS)

Note No. #138

04/08/2021 4:38 PM

VIJAIRAJ J
(US (A) TRANS)

Note No. #139

05/08/2021 1:15 PM

VIJAIRAJ J
(US (A) TRANS)

Note No. #140

05/08/2021 1:40 PM

RADHAKRISHNAN S S
(SO (A) TRANS)

Note No. #46

File No. TRANS-A2/217/2020-TRANS (Computer No. 1643043) dated 17-02-2021.pdf

16/02/2021 1:12 PM

PINARAYI VIJAYAN
(CM,GOK)

Note No. #44

16/02/2021 1:35 PM

A.K SASEENDRAN
(M (TR.))

Note No. #45

16/02/2021 1:39 PM

SIMIMON J
(SO (A) TRANS)

46. Note. M3. ലെ രണ്ട് മുഖേന
ഉത്തരവ് പ്രകാരം മതിയായ വേഗത്തിൽ
കൂടുതൽ അധികാരത്തിനായി സമർപ്പിക്കുന്നു.

47. മതിയായ വേഗത്തിൽ മർദ്ദിച്ച്
അധികാരത്തിനായി സമർപ്പിക്കുന്നു. മതിയായ
സമർപ്പിക്കുന്നു.

H.A.P.

16/02/21

Secretary

P. S. S.

CS

M (Tran)

പങ്കാളി വഴിയിൽ
അഭിപ്രായം മറികടന്നു
മതിയായ അളവ് സിരസർവ്വീസ്
തദ്ദേശ ഭരണകാല വേഗത്തിൽ ചട്ടമുഖി
അനുവദിക്കാൻ തീരുമാനിച്ചിട്ടുണ്ട് ചിന്തിക്കുന്നു.

VIJAYASREE. K.S
Joint Secretary to Government
Transport Department,
Government Secretariat, Tvm.
Ph: 0471 2518284

Note No. #46

Attachment: decision no 4777 dated 17-02-2021.pdf

ധനകാര്യ വകുപ്പിന്റെ അഭിപ്രായ
 പ്രകാരം നാണയ വകുപ്പ് തീരുമാനം
 റദ്ദ് ചെയ്തതും തെറ്റാണ്. റദ്ദ് ചെയ്ത ഈ
 നടപടി റദ്ദ് ചെയ്തതുകൊണ്ട് അലിഫ് സിക്
 ഡെപ്പോസിറ്റ് 30 വർഷത്തെ ദീർഘ
 കാല പാട്ടത്തിന് ഒരു പുനരുകരണമാണ്
 നൽകിയിട്ടുണ്ടോ?

അഭ്യർത്ഥിക്കുന്നു

ധനകാര്യ വകുപ്പ് അഭിപ്രായപ്പെട്ടതോടെ
 ചുരുക്ക ദർശനം വരുന്നില്ല ചുരുക്ക
 ചിട്ടയിൽ ഉണ്ടാക്കുന്നതോടൊപ്പം ചുരുക്ക
 അറിയിപ്പാണ് തീരുമാനം അനുസരിച്ച്.
 ചുരുക്കപ്രകാരം നൽകുന്നതും തെറ്റാണ്
 അനുസരിക്കുന്നതും പരിശോധിക്കുന്നു.



CS

M(T)

Note No. #46

Attachment: decision no 4777 dated 17-02-2021.pdf

10

OA-4777
17.2.21

കേരള സർക്കാർ
(ശ്രീ.പിണറായി വിജയൻ മന്ത്രിസഭ)
മന്ത്രിസഭാ യോഗത്തിനുള്ള കുറിപ്പ്

1. ഫയൽ നമ്പർ	TRANS-A2/217/2020-TRANS
2. വകുപ്പ്	ഗതാഗത (എ) വകുപ്പ്
3. വിഷയം	കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾ ക്കായുള്ള സ്ഥലം M/s. ആലിഫ് ബിൽഡേഴ്സിന് അനുവദിച്ചത് ടെൻഡർ കണ്ടിഷനുകൾ പാലിച്ചില്ല എന്ന കാരണത്താൽ റദ്ദാക്കിയ നടപടി പുനഃപരിശോധിച്ച് കെട്ടിടം പ്രസ്തുത കമ്പനിയ്ക്ക് തന്നെ അനുവദിക്കുന്നത് സംബന്ധിച്ച്
4. മന്ത്രിസഭായോഗത്തിൽ സമർപ്പിക്കാനുള്ള മുഖ്യമന്ത്രിയുടെ ഉത്തരവ് തീയതി	16.02.2021
5. (ii) ഇത് സാമ്പത്തിക ബാധ്യതയുള്ളതാണോ? (iii) സാമ്പത്തിക ബാധ്യതയുള്ളതാണെങ്കിൽ ധനകാര്യവകുപ്പുമായി ആലോചിച്ചിട്ടുണ്ടോ, ഉണ്ടെങ്കിൽ അവരുടെ അഭിപ്രായം മന്ത്രിസഭായോഗത്തിനുള്ള കുറിപ്പിൽ ഉൾക്കൊള്ളിച്ചിട്ടുണ്ടോ?	അതെ. ഇല്ല.
6. മറ്റേതെങ്കിലും വകുപ്പുമായി ആലോചിച്ചിട്ടുണ്ടോ? ഉണ്ടെങ്കിൽ അവരുടെ അഭിപ്രായം മന്ത്രിസഭായോഗത്തിനുള്ള കുറിപ്പിൽ ഉൾക്കൊള്ളിച്ചിട്ടുണ്ടോ?	ഇല്ല.
7. കുറിപ്പ് സമർപ്പിച്ച യോജിച്ച് സെക്രട്ടറിയുടെ പേര്	ശ്രീമതി. വിജയശ്രീ കെ.എസ്.
8. കുറിപ്പ് അംഗീകരിച്ച സെക്രട്ടറിയുടെ പേര്	ശ്രീ. ബിജു പ്രഭാകർ ഐ.എ.എസ്
9. മന്ത്രിസഭയ്ക്കുള്ള കരാർ കുറിപ്പ് സെക്രട്ടറി അംഗീകരിച്ച തീയതി	16.02.2021
10. കുറിപ്പ് അംഗീകരിച്ച ചീഫ് സെക്രട്ടറിയുടെ പേര്	ശ്രീ. വിശ്വാസ് മേത്ത ഐ.എ.എസ്
11. മന്ത്രിസഭയ്ക്കുള്ള കരാർ കുറിപ്പ് ചീഫ് സെക്രട്ടറി അംഗീകരിച്ച തീയതി	
12. കുറിപ്പ് അംഗീകരിച്ച മന്ത്രിയുടെ പേര്	ശ്രീ. എ.കെ. ശശീന്ദ്രൻ
13. മന്ത്രിസഭയ്ക്കുള്ള കരാർ കുറിപ്പ് മന്ത്രി അംഗീകരിച്ച തീയതി	
14. കുറിപ്പിന്റെ ഫയൽപ്പകൾ സമർപ്പിച്ച തീയതി	
15. മന്ത്രിസഭായോഗം തീരുമാനിച്ചതായ തീയതി	
16. തീരുമാനം പുറപ്പെടുവിച്ച സർക്കാർ ഉത്തരവ് കത്തിന്റെ നമ്പറും തീയതിയും	

Note No. #46

Attachment: decision no 4777 dated 17-02-2021.pdf

1

മന്ത്രിസഭായോഗത്തിനുള്ള കുറിപ്പ്

ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ കെ.ടി.ഡി.എഫ്.സി. നിർമ്മിച്ച കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കായുള്ള സ്ഥലം 24.07.2019-ലെ മന്ത്രിസഭാ തീരുമാന പ്രകാരം ഇ-ടെൻഡറിൽ താരതമ്യേന ഉയർന്ന തുക രേഖപ്പെടുത്തിയ M/s. ആലിഫ് ബിൽഡേഴ്സ് അനുവദിച്ചത് ടെൻഡർ കണ്ടീഷനുകൾ പാലിച്ചില്ല എന്ന കാരണത്താൽ റദ്ദാക്കിയ സെക്രട്ടറിതല നടപടി കെ.ടി.ഡി.എഫ്.സി ആവശ്യപ്പെട്ട പ്രകാരം പുനപരിശോധിച്ച് കെട്ടിടം പ്രസ്തുത കമ്പനിയ്ക്ക് തന്നെ അനുവദിക്കുന്നത് സംബന്ധിച്ചാണ് ഈ കുറിപ്പ്.

2. ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ കെ.ടി.ഡി.എഫ്.സി. നിർമ്മിച്ച കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി. ബസ് ടെർമിനൽ കോംപ്ലക്സിന്റെ നിർമ്മാണം 19.3.2016-ൽ പൂർത്തിയാക്കിയിരുന്നു. പ്രസ്തുത കോംപ്ലക്സ് ഒറ്റ യൂണിറ്റായി വാടകയ്ക്ക് നൽകുന്നതിനുള്ള ടെണ്ടർ നടപടികൾ 29.04.2015-ൽ ആരംഭിച്ചു എങ്കിലും ആദ്യ രണ്ട് ടെൻഡറുകളിൽ ആരും പങ്കെടുക്കാതിരുന്നതിനാലും മൂന്നാമത്തെ ടെണ്ടറിൽ കൂടുതൽ തുക രേഖപ്പെടുത്തിയ വ്യക്തി ടെൻഡറിൻ നിന്ന് പിൻമാറിയതിനാലും ടെണ്ടർനടപടികൾ പൂർത്തിയാക്കാൻ കഴിഞ്ഞില്ല 19.09.2018-ൽ വിജ്ഞാപനം ചെയ്ത നാലാമത്തെ ഇ-ടെണ്ടറിൽ M/s. ആലിഫ് ബിൽഡേഴ്സ് സമർപ്പിച്ച ടെണ്ടർ താരതമ്യേന അഭികാമ്യമാണെന്ന് കണ്ടെത്തിയിരുന്നു ആയതിൽ ധനകാര്യ വകുപ്പ് താഴെപ്പറയും പ്രകാരം അഭിപ്രായം രേഖപ്പെടുത്തിയിരുന്നു

"(i) Terms and conditions:

Since the details of terms and conditions of E-tender regarding security deposit, monthly rent, period of lease, etc. are not furnished in the report of the Managing Director no remarks on these vital aspects could be furnished.

(ii) Evaluation of the bids:

a) The Net Present Value of the building complex as per the offer of both bidders are (-) Rs. 7.79 Cr and (-) Rs. 13.95 Cr. respectively. This implies that the Net Present Value of the investment of Rs. 74.52 Cr for constructing the complex (even without considering the interest on the investment) as offered by the bidders are only Rs.66.73 crores and Rs. 60.57 crores respectively and hence negative. Therefore both the quotes are not advantageous to KTDFC.

File No. TRANS-A2/70/2019-TRANS (Computer No. 1105313)

b) In view of the negative NPV of the selected bid, there is every possibility of the break even period of lease getting prolonged indefinitely. Hence, the chances of the KSRTC getting its prime property back even after 30 years is less as the BOT period get extended further indefinitely and therefore not advantageous for the KSRTC also.

(iii) Scope for getting NOC from Fire & Rescue Department and the resultant dip in revenue by 50% :

Since KTDFC have executed all the modifications as directed by the Fire department and that the theatre was completed in accordance with the original plan even before the circular was issued, it is opined that the KTDFC may explore the possibility of securing an exemption from the revised rule. The anticipated drop in the revenue by

Note No. #46

Attachment: decision no 4777 dated 17-02-2021.pdf

2

more than 50% is not seen justified by any survey or demand assessment and hence speculative in view of the denial of permission for the multiplex theatre. Hence KTDFC should explore the possibility of obtaining an exemption from the revised NBC rules.

(iv) General remarks:

a) It is seen that in spite of the failed three previous bids, this tender is also called under the same 'single unit with sub leasing option' wherein a middle man / broker or agent secures the entire rights of the whole complex for 30 years and subleases the individual units on his own terms and conditions. This methodology has failed on all the three previous tenders, consuming four years without any fruitful results and yet the KTDFC has resorted to the same methodology again now.

b) The present proposal does not mention whether the terms and conditions of the original BOT agreement with the KSRTC is adhered, especially with regard to (i) Annuity payable to the KSRTC (ii) Period in which the land and the assets created will be returned back to the KSRTC and (iii) any other relevant clauses of the BOT agreement. c) currently recommended bid of M/s Alif Builders; wherein the bidder offers a security deposit of Rs. 17 crores, monthly rent of Rs. 43 lakhs and lease period of 30 years with a NPV of (-) Rs. 7.79 crores is far inferior to the offer of the selected bidder M/s Mak Associates of the previous failed bid during the year 2015 wherein security deposit of Rs. 50 crores, monthly rent of Rs. 50 lakhs and lease period of 30 years with a NPV of (+) Rs. 29.72 crores and a overall return of Rs 1.03 crores per month. Hence KTDFC shall explore other methods like public auction with wide publicity including auction by part by part or other convenient methods, even avoiding e-tendering if required, to ensure optimum publicity and maximum

participation to include the local traders / business houses etc. The successful methodology adopted by local bodies / development authorities like TRIDA for auctioning their shopping complexes may also be examined and adopted in this regard. Leasing out the spaces to banks / private or government institutions may also be examined.

Adequate number of Public auctions may be conducted as required to ensure that the minimum returns payable to the KSRTC as per the terms and File No. TRANS-A2/70/2019-TRANS (Computer No. 1105313)

conditions of the BOT agreement are strictly adhered and the interests of the KSRTC are fully protected. The land along with the assets created should be returned to the KSRTC in accordance with the BOT agreement."

3. ഇടർന്ന് ധനകാര്യ വകുപ്പിന്റെ അഭിപ്രായം മറികടന്ന് ടെൻഡർ സ്ഥിരപ്പെടുത്തി നൽകാൻ 24.9.2019-ലെ മന്ത്രിസഭായോഗം തീരുമാനിക്കുകയും 05.08.2019-ലെ സ.ഉ.(കെ) നം. 41/2019/ഗതാഗതം നമ്പർ സർക്കാർ ഉത്തരവ് പ്രകാരം കെ.റ്റി.ഡി.എഫ്.സി.ക്ക് അനുമതി നൽകി ഉത്തരവാകുകയും ചെയ്തിരുന്നു.

Note No. #46

Attachment: decision no 4777 dated 17-02-2021.pdf

3

4. 21.8.2019-ൽ താൽക്കാലിക അലോട്ട്മെന്റ് സംബന്ധിച്ച കത്ത് M/s. ആലിഫ് ബിൽഡേഴ്സ് നൽകുകയും മൂന്നു മാസത്തിനുള്ളിൽ Non Refundable Advance തുകയായ 17 കോടി രൂപ കെ.ടി.ഡി.എഫ്.സി.യുടെ അക്കൗണ്ടിൽ അടയ്ക്കണമെന്ന് നിർദ്ദേശിക്കുകയും ചെയ്തിരുന്നു. എന്നാൽ കരട് എഗ്രിമെന്റ് നൽകാൻ കെ.ടി.ഡി.എഫ്.സി.ക്ക് കഴിഞ്ഞിരുന്നില്ല. പ്രസ്തുത സമയപരിധിക്കുള്ളിൽ M/s. ആലിഫ് ബിൽഡേഴ്സ് തുക അടച്ചില്ല. പുതിയ ടെൻഡർ ക്ഷണിക്കണമെന്ന നിർദ്ദേശം ധനകാര്യ വകുപ്പിന്റെ അഭിപ്രായത്തിനായി സമർപ്പിക്കുകയും ധനകാര്യ വകുപ്പ് താഴെപ്പറയും പ്രകാരം മുൻ അഭിപ്രായം ആവർത്തിക്കുകയും ചെയ്തു. ആയത് ചുവടെ ചേർക്കുന്നു:-

"Administrative Department is advised to proceed with forfeiture of Earnest Money Deposit/Security Deposit furnished by the bidder M/s ALIF BUILDERS for non compliance of tender conditions and to invite fresh tenders as advised by the Finance Department earlier."

5. മന്ത്രിസഭ മറികടന്ന പ്രകാരമുള്ള ധനകാര്യ വകുപ്പിന്റെ മുൻഅഭിപ്രായത്തിന്റെ ആവർത്തനത്തിന്റെ അടിസ്ഥാനത്തിൽ ടെണ്ടർ അനുവദിച്ചത് റദ്ദ് ചെയ്യാൻ 30.01.2020-ലെ TRANS-A2/70/2019/TRANS കത്ത് പ്രകാരം കെ.ടി.ഡി.എഫ്.സി.ക്ക് നിർദ്ദേശം നൽകുകയുമാണുണ്ടായത്. മേൽ നിർദ്ദേശത്തിനെതിരെ M/s. ആലിഫ് ബിൽഡേഴ്സ് WP(C) No.18007/2020 dated 25.08.2020 ആയി ഹൈക്കോടതിയിൽ കേസ് ഫയൽ ചെയ്തിട്ടുണ്ട്. ആയത് കോടതിയുടെ പരിഗണനയിലാണ്.

ടെൻഡർ അനുവദിച്ചത് റദ്ദ് ചെയ്തു നടപടി പുനഃപരിശോധിക്കണമെന്ന് ആവശ്യപ്പെട്ട് M/s.ആലിഫ് ബിൽഡേഴ്സ് 17.9.2020-ൽ കത്ത് നൽകിയിട്ടുണ്ട്. ആയതിൽ ഇതുവരെ തീരുമാനം കൈക്കൊണ്ടിട്ടില്ല.

6. M/s. ആലിഫ് ബിൽഡേഴ്സ് നൽകിയ ടെണ്ടർ റദ്ദ് ചെയ്തുകൊണ്ടുള്ള സർക്കാർ തീരുമാനം പുനഃപരിശോധിക്കാൻ കെ.ടി.ഡി.എഫ്.സി, ചെയർമാൻ ആന്റ് മാനേജിംഗ് ഡയറക്ടർ സർക്കാരിനോട് അഭ്യർത്ഥിച്ചിട്ടുണ്ട്. ഇക്കാര്യത്തിൽ കെ.ടി.ഡി.എഫ്.സി. ചെയർമാൻ ആന്റ് മാനേജിംഗ് ഡയറക്ടർ താഴെപ്പറയുന്ന അഭിപ്രായങ്ങൾ രേഖപ്പെടുത്തുകയുണ്ടായി.

1. നാലാമത് ഇ-ടെണ്ടറിലാണ് കരാർ നൽകാനുള്ള സാഹചര്യം ഉണ്ടായത്. ഇപ്പോൾ കോംപ്ലക്സ് നിർമ്മാണം പൂർത്തിയാക്കിയിട്ട് ഏതാണ്ട് 5 വർഷമാകുന്നു. കോവിഡ്-19-ന്റെയും അതുവുമുള്ള റിയൽ എസ്റ്റേറ്റ് മാർക്കറ്റിലെ നിലവിലുള്ള മന്ദ്യത്തിന്റെയും സാഹചര്യത്തിൽ M/s. ആലിഫ് ബിൽഡേഴ്സ് നൽകിയിട്ടുള്ള തുക അഭികാമ്യമാണെന്ന് കരുതാവുന്നതാണ്.

2. ഇക്കാര്യത്തിൽ കേസ് നിലവിലുള്ളതും പുതിയ ടെൻഡർ വിളിച്ച് തുടർ നടപടികൾ പൂർത്തിയാക്കാൻ ചാലതാമസം നേരിടുമെന്നതും ഇക്കാലയളവിലെ കോംപ്ലക്സിന്റെ അറ്റകുറ്റപ്പണികൾ കെ.ടി.ഡി.എഫ്.സി. തന്നെ നിർവ്വഹിക്കണമെന്നതിനാൽ ആയത് കെ.ടി.ഡി.എഫ്.സി.ക്കും കെ.എസ്.ആർ.ടി.സി.ക്കും കൂടുതൽ സാമ്പത്തിക നഷ്ടം വരുത്തും.

3. കരട് കരാറിൽ M/s. ആലിഫ് ബിൽഡേഴ്സ് നിർദ്ദേശിച്ചിട്ടുള്ള മാറ്റങ്ങൾ യുക്തിപരമാണ് എന്നതിനാൽ അംഗീകരിക്കാവുന്നതാണ്.

റി-ടെൻഡറിംഗ് സംബന്ധിച്ച ധനകാര്യ വകുപ്പിന്റെ നിർദ്ദേശത്തെ മറികടന്നാണ് 24.7.2019 ലെ മന്ത്രിസഭാ യോഗം ടെൻഡർ അനുവദിക്കാൻ തീരുമാനിച്ചത്.

Note No. #46

Attachment:decision no 4777 dated 17-02-2021.pdf

4

7. ബഹു. മുഖ്യമന്ത്രിയുടെ നിർദ്ദേശപ്രകാരം ഈ വിഷയം സംബന്ധിച്ച് 12.02.2021-ൽ ബഹു. ഗതാഗത വകുപ്പ് മന്ത്രി ചെയർമാൻ & മാനേജിംഗ് ഡയറക്ടർ, കെ.എസ്.ആർ.ടി.സി. എന്നിവരുമായി ചർച്ച നടത്തുകയും കോഴിക്കോട് ബസ് ടെർമിനൽ കോംപ്ലക്സ് വാടകയ്ക്ക് നൽകുന്നതിൽ അടിയന്തിര തീരുമാനമെടുക്കണമെന്ന് നിർദ്ദേശിക്കുകയും ചെയ്തു. തുടർന്ന് ഫയൽ വീണ്ടും ബഹു.മുഖ്യമന്ത്രിക്ക് സമർപ്പിച്ചപ്പോൾ മന്ത്രിസഭയുടെ പരിഗണനയ്ക്ക് സമർപ്പിക്കാൻ ഉത്തരവായിട്ടുണ്ട്.

തീരുമാനിക്കേണ്ട സംഗതി

1. ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ കേരള ട്രാൻസ്പോർട്ട് ഡെവലപ്മെന്റ് ഫിനാൻസ് കോർപ്പറേഷൻ (കെ.ടി.ഡി.എഫ്.സി.) നിർമ്മിച്ച കോഴിക്കോട് കെ.എസ്.ആർ.ടി.സി ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കായുള്ള സ്ഥലം വാടകയ്ക്ക് ഒറ്റയൂണിറ്റായി, ഇ-ടെണ്ടറിൽ താരതമ്യേന ഉയർന്ന തുക രേഖപ്പെടുത്തിയ M/s. ആലിഫ് ബിൽഡേഴ്സിന്, ധനകാര്യ വകുപ്പിന്റെ അഭിപ്രായം മറികടന്ന്, നിയമ വകുപ്പ് ശുപാർശ ചെയ്ത പ്രകാരം ടെൻഡർ സ്ഥിരപ്പെടുത്തി നൽകുന്നതിന് കെ.ടി.ഡി.എഫ്.സി മാനേജിംഗ് ഡയറക്ടർക്ക് അനുമതി നൽകിയ 24.07.2019-ലെ മന്ത്രിസഭാ യോഗ തീരുമാനപ്രകാരം കെട്ടിടം അനുവദിച്ച നടപടി ടെൻഡർ വ്യവസ്ഥകൾ പാലിച്ചില്ല എന്ന കാരണം കാണിച്ച് റദ്ദാക്കിയ നടപടി റദ്ദാക്കാമോ.?

2. പ്രസ്തുത മന്ത്രിസഭാ തീരുമാന പ്രകാരം മറികടന്ന് ധനവകുപ്പിന്റെ മുൻ അഭിപ്രായ പ്രകാരം വീണ്ടും പുതിയ ടെൻഡർ ക്ഷണിക്കണമെന്ന ധനവകുപ്പിന്റെ ഇപ്പോഴത്തെ തീരുമാനം മറികടന്ന് ഒരു മാസത്തിനകം ടെൻഡർ പ്രകാരമുള്ള തുക അടയ്ക്കണമെന്ന നിർദ്ദേശത്തോടെ ഇ-ടെൻഡർ പ്രകാരം ടെൻഡർ സ്ഥിരപ്പെടുത്തി നൽകിയ M/s.ആലിഫ് ബിൽഡേഴ്സിന് കെട്ടിടം വാടകയ്ക്ക് നൽകാൻ കെ.ടി.ഡി.എഫ്.സി-യുടെ മാനേജിംഗ് ഡയറക്ടർക്ക് അനുവാദം നൽകാമോ.?

Note No. #46

Attachment: decision no 4777 dated 17-02-2021.pdf

NOTE FOR THE COUNCIL OF MINISTERS

This note related to the allotment of commercial space in Kozhikode Bus Terminal constructed under BOT project, to M/s. Alif Builders, as requested by the Chairman & Managing Director, Kerala Transport Development Finance Corporation by reviewing the decision to cancel the allotment as per the decision of the Council of Ministers for the reason that the firm did not follow the tender conditions.

2. The construction of the KSRTC Bus Terminal Complex under BOT in Kozhikode was completed on 19.03.2016. Eventhough tender procedure started on 29.04.2015 to give the building as a single unit on rental basis, the procedure could not be completed as there was no participation in the first two tenders and the person who quoted the higher rate in the third tender had withdrawn his offer.

3. In the fourth tender notified on 19.09.2018, the tender submitted by M/s. Alif Builders was found suitable. The remarks offered by Finance Department in the fourth tender is shown below:

"(i) Terms and conditions:

Since the details of terms and conditions of E-tender regarding security deposit, monthly rent, period of lease, etc. are not furnished in the report of the Managing Director no remarks on these vital aspects could be furnished.

(ii) Evaluation of the bids:

a) The Net Present Value of the building complex as per the offer of both bidders are (-) Rs. 7.79 Cr and (-) Rs. 13.95 Cr. respectively. This implies that the Net Present Value of the investment of Rs. 74.52 Cr for constructing the complex (even without considering the interest on the investment) as offered by the bidders are only Rs.66.73 crores and Rs. 60.57 crores respectively and hence negative. Therefore both the quotes are not advantageous to KTDFC.

File No. TRANS-A2/70/2019-TRANS (Computer No. 1105313)

b) In view of the negative NPV of the selected bid, there is every possibility of the break even period of lease getting prolonged indefinitely. Hence, the chances of the KSRTC getting its prime property back even after 30 years is less as the BOT period get extended further indefinitely and therefore not advantageous for the KSRTC also.

(iii) Scope for getting NOC from Fire & Rescue Department and the resultant dip in

Note No. #46

Attachment: decision no 4777 dated 17-02-2021.pdf

2

revenue by 50% :

Since KTDFC have executed all the modifications as directed by the Fire department and that the theatre was completed in accordance with the original plan even before the circular was issued, it is opined that the KTDFC may explore the possibility of securing an exemption from the revised rule. The anticipated drop in the revenue by more than 50% is not seen justified by any survey or demand assessment and hence speculative in view of the denial of permission for the multiplex theatre. Hence KTDFC should explore the possibility of obtaining an exemption from the revised NBC rules.

(iv) General remarks:

a) It is seen that in spite of the failed three previous bids, this tender is also called under the same 'single unit with sub leasing option' wherein a middle man / broker or agent secures the entire rights of the whole complex for 30 years and subleases the individual units on his own terms and conditions. This methodology has failed on all the three previous tenders, consuming four years without any fruitful results and yet the KTDFC has resorted to the same methodology again now.

b) The present proposal does not mention whether the terms and conditions of the original BOT agreement with the KSRTC is adhered, especially with regard to (i) Annuity payable to the KSRTC (ii) Period in which the land and the assets created will be returned back to the KSRTC and (iii) any other relevant clauses of the BOT agreement. c) currently recommended bid of M/s Alif Builders; wherein the bidder offers a security deposit of Rs. 17 crores, monthly rent of Rs. 43 lakhs and lease period of 30 years with a NPV of (-) Rs. 7.79 crores is far inferior to the offer of the selected bidder M/s Mak Associates of the previous failed bid during the year 2015 wherein security deposit of Rs. 50 crores, monthly rent of Rs. 50 lakhs and lease period of 30 years with a NPV of (+) Rs. 29.72 crores and a overall return of Rs 1.03 crores per month. Hence KTDFC shall explore other methods like public auction with wide publicity including auction by part by part or other convenient methods, even avoiding e-tendering if required, to ensure optimum publicity and maximum participation to include the local traders / business houses etc. The successful methodology adopted by local bodies / development authorities like TRIDA for auctioning their shopping complexes may also be examined and adopted in this regard. Leasing out the spaces to banks / private or government institutions may also be examined.

Note No. #46

Attachment:decision no 4777 dated 17-02-2021.pdf

3

Adequate number of Public auctions may be conducted as required to ensure that the minimum returns payable to the KSRTC as per the the terms and File No. TRANS-A2/70/2019-TRANS (Computer No. 1105313)

conditions of the BOT agreement are strictly adhered and the interests of the KSRTC are fully protected. The land along with the assets created should be returned to the KSRTC in accordance with the BOT agreement."

4. Overruling the above remarks of Finance Department, the Council of Ministers met on 24.09.2019, decided to accept the tender submitted by M/s.Alif Builders and permission was granted to the Chairman & Managing Director, KTDFC accordingly, vide G.O.(Ms) No. 41/2019/Tran dated 05.08.2019.

5. As per letter dated 21.08.2019 M/s. Alif Builders was directed to remit Rs. 17 crore in the account of KTDFC within two months, being the Non Refundable Advance. But KTDFC could not supply the draft agreement. More over, M/s.Alif Builders did not remit the amount within the stipulated time. Hence, the suggestion to invite new tender was sent to Finance Department and that Department opined as follows:

"Administrative Department is advised to proceed with forfeiture of Earnest Money Deposit/Security Deposit furnished by the bidder M/s ALIF BUILDERS for non compliance of tender conditions and to invite fresh tenders as advised by the Finance Department earlier."

6. Since the Finance Department had stuck on to the earlier remarks, as per file no. TRANS-A2/70/2019-TRANS direction was given to the Chairman & Managing Director, KTDFC to cancel the tender which was accepted as per the decision of the Council of Ministers. Challenging this direction, M/s.Alif Builders has filed W.P(C) No. 18007/2020 dated 25.08.2020, which is still pending.

M/s.Alif Builders has submitted a letter dated 17.09.2020 requesting to review the decision to cancel the tender, but no decision has been taken so far.

7. The Managing Director, KTDFC has requested to review the Government decision to cancel the tender of M/s.Alif Builders on the following grounds:

(i) The situation of agreement arose in the fourth tender. The building was completed five years ago. The amount offered by M/s.Alif Builders is found suitable in the wake of Covid 19 and its impact in the real estate field.

Note No. #46

Attachment: decision no 4777 dated 17-02-2021.pdf

4

(ii) Since a case is pending in the Hon'ble Court there would cause delay in re-tender and the maintenance of the building during the period has to be done by KTDFC, which causes further financial loss to KSRTC and KTDFC.

(iii) The changes put forward by M/s. Alif in the draft agreement are reasonable.

(iv) The KTDFC also informs that "retendering against decelerating Market demand and opting for retendering includes higher commercial risk and unpredictable outcomes as of now. The depreciation of the building will also increase by then"

(v) If the value is not fetched in the subsequent tenders and with more depreciation, the prospects of recouping the capital and interest will turn even meagre.

8. In the earlier tenders the Non-Refundable deposit was Rs. 50 Cr. In this fourth tender, only Rs.17 Cr has been offered by M/s. Alif Builders. In the earlier tender Rs. 36/sq.ft was obtained and now it's only Rs.30/sq.ft (for 1.44 sq.ft area)

9. Attention is invited to the remarks of the Finance department, recorded in para 3 wherein it has been stated that it is not sure whether *BOT agreement with the KSRTC is adhered, especially with regard to (i) Annuity payable to the KSRTC (ii) Period in which the land and the assets created will be returned back to the KSRTC and (iii) any other relevant clauses of the BOT agreement.* At the rate offered, it is possible that the returns to KTDFC will not be recovered even after 30 years, but there is a need to ensure that the building is returned to KSRTC at the end of the lease period with the assets created therein. A tri-partite agreement is essential for this

10. As ordered by the Hon'ble Chief Minister a meeting was held by the Hon'ble Minister (Transport) with Chairman & Managing Director, KSRTC and Chairman & Managing Director, KTDFC on 12.02.2021 and it was decided to take urgent action to give on lease the KSRTC Bus Terminal Complex. When the file was again circulated, the Hon'ble Chief Minister has ordered to place the matter before the Council of Ministers.

Note No. #46

Attachment:decision no 4777 dated 17-02-2021.pdf

5

Point for decision

1. Whether decision taken to cancel the tender of M/s.Alif Builders in connection with the Bus Terminal Complex Kozhikode, in which direction was given to the Chairman & Managing Director, KTDFC to accept the tender as per the decision of the Council of Ministers met on 24.07.2019, overruling the remarks of Finance Department and also as per the recommendation of the Law Department, may be cancelled .

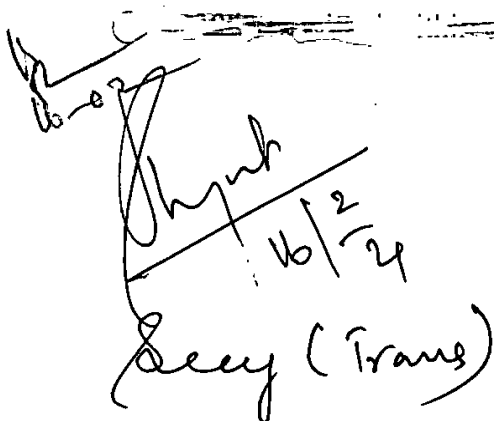
2. Overruling the remarks of Finance Department whether permission may be granted to the Chairman & Managing Director, KTDFC to allot the BOT Bus Terminal Complex to M/s. Alif Builders at a non-refundable deposit of Rs.17 Cr and @ Rs.30/sq.ft totalling to Rs.43 lakhs/month subject to the following conditions

a. The sanction shall be subject to the outcome of the Writ Petition no WP(C) 18007/2020

b. That a tripartite agreement between KSRTC, KTDFC and Alif Builders shall be entered into protect the interests of the KSRTC in respect of (i) Annuity payable to the KSRTC (ii) Period in which the land and the assets created will be returned back to the KSRTC and (iii) any other relevant clauses of the BOT agreement.

Or

Whether to go for retender again, changing the terms and conditions as advised by the Finance department.


16/2/21
Secy (Trans)



രഹസ്യം

കേരള സർക്കാർ

മന്ത്രിസഭായോഗത്തിന്റെ നടപടിക്കുറിപ്പുകൾ

തീയതി : 17-02-2021

ഫയൽ നം. TRANS-A2/217/2020/TRANS.

ഇനം നം: 4777
O.A.

വിഷയം : ഗതാഗത വകുപ്പ് - കോഴിക്കോട് കെ.എസ്.ആർ.റ്റി.സി. ബസ്സ് ടെർമിനൽ കോംപ്ലക്സിലെ വാണിജ്യ ആവശ്യങ്ങൾക്കായുള്ള സ്ഥലം M/s. ആലിഫ് ബിൽഡേഴ്സിന് അനുവദിച്ചത് ടെണ്ടർ കണ്ടിഷനുകൾ പാലിച്ചല്ല എന്ന കാരണത്താൽ റദ്ദാക്കിയ നടപടി പുനഃപരിശോധിച്ച് കെട്ടിടം പ്രസ്തുത കമ്പനിക്ക് തന്നെ അനുവദിക്കുന്നത്.

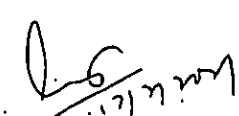
തീരുമാനം : കുറിപ്പിലെ നിർദ്ദേശങ്ങൾ അംഗീകരിച്ചു.

(ഒപ്പ്)

പിണറായി വിജയൻ

മുഖ്യമന്ത്രി

(ശരിപകർപ്പ്)


ഡോ. വിശ്വാസ് മേത്ത
ചീഫ് സെക്രട്ടറി

✓ പ്രിൻസിപ്പൽ സെക്രട്ടറി, ഗതാഗത വകുപ്പ്.
അഡീഷണൽ ചീഫ് സെക്രട്ടറി, ധനകാര്യ വകുപ്പ്.


സെക്ഷൻ ഓഫീസർ