KOCHI WATER METRO LTD

(A Joint Venture of Govt. of Keralam and KMRL)

ANNEXURE -1 TERMS OF LICENSE

KWML**TENDER NO: KWML/PROC/TENDER/AR/2026-27/02**

RFP FOR LETTING OUT OF OFFICE/COMMERCIAL SPACE AT OPERATION CONTROL CENTRE (OCC) BUILDING (GROUND AND FIRST FLOOR) OF KOCHI WATER METRO AT VYTTILA ON LICENSE BASIS THROUGH E-TENDER

1. Terms of License

1.1. After the completion of E-tender process, H1 bidder will be identified and Letter of Award (LOA) will be issued. The successful bidder shall pay the applicable security deposit and one-month advance license fee and CAM charges (as stipulated in the LOA/terms of License) within 21 working days or within such time as mentioned in the LOA, failing which the allotment will be cancelled. On payment of Security Deposit and one-month advance license fee and CAM charges, the ground Floor will be handed over initially and first floor separately (minimum of 06 months after handing over of the ground floor).

1.2. In case of failure to comply with the directions as above, EMD of the successful bidder shall be forfeited. The bidder is not entitled to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

Security Deposit and Advance License Fees:

Licensee is required to deposit Interest Free Security Deposit equivalent of 6 months' license fee applicable for the space (Quoted license fee x 6) and1st month License fees (with CAM charges) in advance within 21 days of issue of Letter of Award(LOA).

1.2.1. Payment towards security deposit shall be made online through NEFT/RTGS/DemandDraft as per the following details:

a. Online transfer by NEFT/RTGS: Union Bank of India A/c No. 395501010050511

IFSC - UBIN0539554

b. Demand Draft: in favour of Kochi Water Metro Limited payable at Kochi

c. Deleted

1.3 Licensee shall enter into a License Agreement with KWML in the approved standard format of KWML. Stamp duty payable for such Agreement shall be borne fully by the Licensee.

1.4 During the fitment period, the Licensee shall pay area occupancy charges of 10% of the applicable monthly license fee plus GST.

1.5 On expiry of fitment period or commencement of operations, whichever is earlier, the Licensee, shall make advance payments for 100% of monthly License Fee along with the common area maintenance charges, if any, on monthly basis to KWML at the agreed rate in advance within 7 days of thecommencement of respective month.

1.6 All the taxes including the GST, as applicable from time to time shall also be paid by the Licensee in addition to the amount of the quoted rate of the License Fee. The License Fee shallbe payable from the day falling after the date of the completion of the Fitment Period or from the commencement of business, whichever is earlier. The License Fee for a specified month shall be worked out by multiplying the area of the Licensed Space(s) with the monthly agreed sqft rate (License Fee = Area X NN) Suppose NN is the amount quoted by the Successful Bidderper square feet per month basis. GST, as applicable will be borne/ paid solely by the Licensee. The water charges at actuals plus Taxes as applicable shall be payable by the Licensee if it is provided by KWML. The electricity consumption charges, as per actual dedicated meter, shall also be payable by the Licensee, if it is provided by KWML.

1.7 The License Fee payable to KWML shall be subject to annual escalation at the rate of 5% during the license period(on compounding basis) during the period of license or such extended period, if any.

1.8 Any delay in payments in the preceding Clauses shall attract penalty of interest @9% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by KWML. The delays beyond 60 days of the due dates for the payment of the respective License Fee shall be treated as 'Licensee Events of Default'. In such an eventuality, KWML retains the right to en-cash the Security Deposit and claim damages from the Licensee and even terminate the License Agreement. In cases of termination of license agreement, the licensee shall be treated as an unauthorized occupant and KWML shall be entitled to evict the licensee from the premises.

1.9 The area shall be used only for the business purpose as approved by KWML. No change of business shall be permitted in normal course. If the bidder wishes change of purpose of Office/Commercial space, prior approval of KWML to be obtained. KWML reserves the right to approve/ reject the revised proposal.

1.10 The licensee shall at his own cost and responsibility erect a temporary structure of Office/ Commercial space at the area allotted in the same design and colour code as prescribed by KWML. Before erection, licensee shall get the plan and materials approved by KWML, and the structure to be erected shall in no way interfere with the aesthetics, strength or safety of the building or premises. In case of any deviation, KWML will be having liberty to direct the license to stop erection or to cancel the license forthwith. On termination of the license, the licensee shall dismantle the structure, without any damage to the premises at the cost and responsibility of the licensee. In case of Office/ Commercial space, the structure shall be strictly as per the design given by KWML.

1.11 At the time of termination or expiry of license, the licensee shall remove the structures constructed and restore the tendered/ licensed space in the same condition at the time of allotment. The licensee shall be liable for all the costs for removal of assets and restoration of the area (Repair, Painting etc). In case the licensee fails to remove the structures constructed and restore the tendered/ licensed space in the same condition at the time of allotment, the licensor is entitled to use the structures in the way it deems fit or to remove at the risk and cost of the Licensee.

1.12 The chargeable areas as marked / delineated on plans provided under Annexure-1 common areas includes staircase, lift lobby, ducts area etc. (the "Common Area"). The Licensee shall have no exclusive rights for using the Common Area which shall only be used for the intended purposes. The Common Areas shall not be allowed to be encroached or used for any other purpose and any encroachment of the Common Area shall be construed as breach of the License Agreement inviting action as applicable for breach of the same. In order to calculate chargeable area under lift/escalator, the area which is having a clear height of more than 7 ft alone will be considered.

1.13 KWML would be providing, the sites, on "as is where is basis". Infrastructure provided by KWML shall be as per terms and conditions indicated herein below. Parking allotment, if any would be done based on the sole discretion of KWML. Approx. 440 sqm of free car parking is available.

1.14 There shall be a lock in period of 5 (five) years for Office/ Commercial space from the date of commencement of license period. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period, the License shall be deemed to terminate on the date mentioned in termination/ surrender notice, subject to confirmation by KWML. In such a case, the Interest Free Security Deposit shall be forfeited by KWML. No grace period shall be provided to the licensee in such a case. KWML shall also recover the balance outstanding dues, ifany through other legal means. Balance outstanding dues, shall be fully cleared before the licensee is permitted to remove their structures or else KWML will proceed to recover the amount, under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (as and when made applicable) and such other law in force . Licensee shall have no claim for compensation or consideration / damages.

1.15 Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period. For this, the licensee shall give 90 days prior intimation to KWML before completion of lock-in period. In such a case, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any. If the notice period is shorter than 90 days, the agreement shall deemed to be terminated on the date as requested by the Licensee, provided the licensee pays the applicable license fees for the such shortfall period. KWML mayalso recover the balance outstanding dues, from the other contracts of licensee in KWML, if any. Outstanding dues, shall be recoverable from the licensee before licensee is permitted to remove their structures or else KWML will proceed to recover the amount under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (as and when made applicable) and such other law in force. Licensee shall have no claim for compensation or consideration / damages on this account.

1.16 Extension of License period :- After the initial 10 years, in case Licensee requests for extension, KWML at its sole discretion will be taking a decision on the period (number of years) of extension and shall stipulate the escalated license fee, terms and conditions of the extended license. If acceptable to the Licensee, License can be extended based on performance and conduct of the licensee and at the sole discretion of KWML. For any such extension of license period, the licensee shall submit an advance written request to KWML at least 90 days prior to the expiry of current License period. In the event either party issues a Notice of Non- Renewal, this Agreement will continue in full force and effect until the expiration of the License Agreement.

1.17 If in case of successful completion of the full term of the License period or extended period of License Agreement, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues and damages, if any. Balance outstanding dues shall be fully cleared before licensee is permitted to remove their establishment(s) or else KWML will proceed to recover the amount, under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (as and when made applicable) and such other law in force. KWML reserves its right to recover the balance outstanding dues from the other contracts of licensee in KWML, if any.

1.18 KWML reserves right to terminate the license and take over possession of the premises, if in its opinion, the premise is required by them for any purpose. KWML in its sole discretion may offer

the licensee alternate premises, if available for the balance of license period on the same terms and conditions. If such offer is not accepted, the Licensee shall only be eligible for return of security deposit after deduction of outstanding dues, if any. Licensee shall not be entitled to raise any claim or damages, in this regard.

1.19 On expiry of the license period or on termination of the license by KWML on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any, provided by KWML. Further, licensee shall remove his/ their goods and other materials from the premises immediately, failing which KWML reserve its right to remove such goods/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days and goods and materials of the licensee are not removed from the premises, KWML shall be at liberty to dispose off the installations/goods/materials of the Licensee and to recover the cost thereof from the licensee or to use the same in the way it deems fit.The Licensee shall not be entitled to raise any objection in such an eventuality.

1.20 The license granted shall not be construed in any way as giving or creating any right or interest in the said space/building(s)/ land/ garden/tank/premises to or in favour of the licensee but shall be construed to be only as a license in terms & conditions herein contained.

1.21 KWML and its officials, its servants and agents shall at all times have the absolute right of entry into the said premises.

1.22 The Licensee shall only have mere permission to use the premises during the license period and shall have no right on the space allotted. Hence, Licensee shall not be entitled to sublet or sub-license the premises to any person or entity ("Sub Licensee"), without prior written permission of the Licensor. The license is only a permission to the licensee to use the premises, and the license shall cease on the date of expiry of license period or such earlier termination, death or dissolution of the licensee. In case of death of licensee during the period of license, KWML may at its discretion, on such application from legal heirs, may allow his legal heirs to continue business for the remaining period of license. KWML may at its sole discretion, also permit the Licensee to sub-license the premises to any MNC / National retail / F&B brands of repute. However, any such proposal shall be got approved by KWML before entering into a sub license agreement. Any sub-license shall invariably be coterminous with the License granted by the Licensor to the Licensee. However, it shall be the sole responsibility of the Licensee of KWML to comply with the terms and conditions of the License and also regarding occupation of the premises. Licensee shall also be responsible for handing over vacant and peaceful possession of the premises after removing its licensees/sub-licensees, if any, upon expiry of the License Period / termination of the License by KWML.

1.23 At any point of time, the Licensee shall not enter or cause to enter into any agreement with any person or entity exercising its rights which would adversely affect the interests of KWML or those not available to the Licensee in the first place. Any such act of the Licensee shall render the License Agreement liable for termination at the sole cost and expense of the Licensee.

1.24 At the end of the License Period by efflux of time or premature termination for breach of terms or any other reason whatsoever, all rights of the Licensee under the License Agreement shall

cease to have effect including its permissive rights over the Licensed Space(s).

1.25 At the end of the License Period or after its termination whatsoever, KWML shall have the absolute right to run the business on its own, or re-license it to any third party or to manage it in any other manner as it may deem fit at its sole discretion.

1.26 KWML shall have the right to terminate the license by giving thirty (30) days' notice in the Event of Default of the applicant shall be as set out below:

a) The applicant has breached any of the tender conditions/ terms of contract
b) The applicant has been declared insolvent;
c) The applicant has unlawfully repudiated the conditions of license or has otherwise expressed an intention not to be bound by the License agreement.
d) Payment defaults of any amount due to KWML for a period of Thirty (30) days or more.
e) No notice is required, if the Licensee committed grave violation endangering the safety and security of the premises and KWML reserves the right to summarily terminate in such an eventuality.

1.27 In the Event of Default of the applicant in relation to performance of the license, KWML shall, without prejudice to any other right that it may have, be entitled to forfeit the security deposit / encash the Performance Security(ies) for such licensee and Terminate that Contract in its sole discretion. KWML reserves the right to terminate the Contract by giving 3 (three) months advance notice in writing to the licensee without assigning any reason thereof.

1.28 Upon termination of license, neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) that may induce a third party to believe that the license is still valid. The expiration or termination of the License for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the License and such expiration or termination shall be without prejudice to any rights/ liabilities of either party to the other party existing as on the date of expiration or termination of the License.

1.29 In the event of Licensee committing any default in the terms and conditions of the License or backing out after becoming successful bidder KWML shall have the right to debar the bidder/ Licensee from participating in future tenders. The license shall be governed by provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (as and when made applicable) and such other law in force . KWML shall be at liberty to proceed against the licensee who defaults in the payment of amount due to KWML and recover the amount with interest @ 9% per annum from the due date. Any expense towards legal or any other charges that may be incurred by KWML on this account shall be liable to be realized from the licensee.

1.30 The provision of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971(as and when made applicable) and the rules framed/ to be framed there under shall be applicable for all matters relating to this license. Subject to the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971(as and when made applicable), any dispute or differences arising out of this Tender/ subsequent license Agreement shall fall under the exclusive jurisdiction of courts at Ernakulam.

1.31 Stamp duty payable and registration fees, if any on the License agreement, to be executed, in pursuance of this tender shall be borne entirely by the Licensee.

1.32 All the costs directly or indirectly related to any additional civil, electrical, modification, renovation, furnishing works shall be solely borne by the licensee OR if the works needs to be done by KWML, the same shall be done on chargeable basis at actuals

2. Characteristics of the Office/ Commercial space

2.1 The rent will be charged on the actual floor area allotted to the licensee.

2.2 Design of the Office/ Commercial space shall be approved by KWML.

2.3 No change in the exterior design and color scheme without the prior approval of KWML will be permitted. However, licensee will be permitted to make necessary changes inside the Office/ Commercial space to carry out the business.

2.4 The office/ Commercial space design including the fire safety measures shall be submitted to KWML for approval. The licensee will be permitted to use the common toilets available in the building.

2.5 In the case of a need for the change of Office/ Commercial space design / size prior approval will be obtained by the Licensee from KWML.

2.6 Security instructions issued by KWML shall strictly be followed by the licensee.

2.7 The licensee shall not carry out any structural change in the allotted space. The licensee shall not construct any permanents structure in the allotted space.

2.8 The Licensee shall be required to adhere to the Office/ Commercial space design, but there are no limitations on planning and subdivision of the interior floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Licensee.

2.9 The access to the Office/ Commercial space can be 24 x 7.

2.10 The construction of mezzanine floor inside the licensed space by the successful bidder shall be permitted after adhering to prescribed safety and other norms and subject to feasibility as only a temporary structure is permitted as per KWML specification, after due approval from KWML. The area of mezzanine floor shall be chargeable at 25% of the applicable license fee calculated for the original area, if the same is constructed by the Licensee. The license fee for the mezzanine floor will start from 30th day of approval for its construction or start of usage of the floor whichever is earlier. Before the start of usage of mezzanine floor, approval to be obtained from KWML

2.11 Licensee will have the option to avail additional space on the connecting bridge roof top (1881 Sqft) and/or water metro terminal terrace (5446 Sqft), at mutually agreeable rates (not less than 50% of the quoted license fee). This shall be subject to feasibility and approval of KWML. This option shall be exercised within six (6) months from the date of commencement of billing for 100% of the licence fee. The License Period of this additional area shall however be co-terminus with the License period of the originally allotted area. KWML shall have the absolute

right to re-license these additional space to any third party or to manage it in any other manner it may deem fit at its sole discretion.

2.12 Similarly, in case any additional area (the 'Additional Area') is available and deemed feasible by KWML, the Additional Area may be allotted to the Licensee in the sole discretion of KWML on the request made by the Licensee upon payment of License Fee, which shall be calculated on pro rata basis at the prevalent maximum rate of License Fee for a similar space in the same location, as on the date of such request made by the Licensee. The License Period of such Additional Area shall however be co-terminus with the License period of the original area.

3. Signage and Advertisements:

3.1 The Licensee will be permitted to display signage(s) of suitable size (to be decided by KWML) displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all laws, rules, regulations or guidelines relevant thereto. The Licensee shall also need to obtain a written approval from KWML before putting up any form of signage and KWML reserves the right to refuse or to suggest an alternative to the same. The size, shape, location, etc. of signage are subject to restrictions/ architectural controls to be issued by KWML. Signage should be used only for the business being run by the Licensee in the licensed premises. In addition, the Licensee shall also be required to use only standard materials as per standards prevalent in KWML, for which he shall seek necessary approval from KWML.

3.2 The licensee shall be allowed to use interior of the licensed spaces for display of advertisement only with respect to the business / commodity being run / sold by the Licensee in the licensed space(s). Advertisement which will be displayed, should be get approved by KWML.

3.3 The Licensee shall need to obtain a written approval from KWML before putting up any form of signage/ advertisement within/outside their premises and KWML reserves the right to refuse or to suggest an alternation to the same. The signage/ advertisement shape and location etc., are subject to architectural controls to be issued by KWML.

3.4 Placement of signage/ advertisement without the permission of KWML or placement in non-approved locations shall attract a penalty of Rs.5000/- per signage/ advertisement on the first occasion and Rs.50,000/- per signage/ advertisement on the second occasion. In case of persistent default, KWML reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance license fee paid in its favour. KWML shall not unreasonably interfere with the signage/ advertisement plan. If KWML is not satisfied and raises any objections, the licensee shall be required to appropriately amend/ modify his scheme within a reasonable timeframe and seek KWML approval once again.

4. Works to be executed by Licensee:

4.1 It shall be the sole responsibility of the Licensee to procure and install Office/ Commercial space. Typical drawings/for the Office/ Commercial space will be provided by KWML. Material selection and Installation shall be on such specifications as provided by KWML with prior approval of KWML. Pre-fabricated Office / Commercial space as per KWML design shall be

brought to the allotted space in Knocked down condition as far as possible and shall be assembled at site and bolted to the floor. No permanent structure shall be allowed to be created. Work will be permitted as per KWML work execution process. Licensee shall be required to execute all works as required for the commercial use in the Licensed Space without damaging any load bearing/structural members and any services / utility etc.

4.2 The licensee is allowed to modify interior of the Office/ Commercial space as per their needs, whereas the exterior of the Office/ Commercial space and color scheme shall remain intact as per the design provided by KWML.

5. Activities Permitted

5.1 The Licensed Space(s) can be used only for the purpose of business type as approved by KWML and the licensee shall not carry out any business or trade which is prohibited by law or by KWML.

5.2 Naked flame or fire using Gas cylinder or any other form is not permitted in the allotted space without the written permission from KWML.

5.3 Only precooked items are allowed to be served in the allotted space and no cooking is permitted inside the premises without written permission from KWML.

5.4 Licensee shall comply with all the relevant provisions of Legal Metrology Act and the standards of weight and measurement Act from time to time.

5.5 The staff shall follow necessary etiquette suiting the water metro station environment. Staff deployed inOffice/ Commercial space should have Police clearance certificate, which shall be submitted to KWML for records.

5.6 The licensee shall not use / trade items which are security hazard to the premises or items of corrosive nature or items of explosive nature like crackers.

5.7 The chosen business/functioning shall not be against law/ public order or against the policies of KWML. The Licensee shall ensure that the activities undertaken in Licensed Space(s) neither interferes with water metro activities nor causes any inconvenience to metro commuters. In case, the activities in Licensed Space(s) are found to interfering / infringing with metro activities or commuter movement at any stage during license period, KWML reserves the right to advise Licensee not to undertake such activity and if such activity is not terminated, it can resort to termination of license. However, the licensee may suggest an alternate business model/activity in the proposed Licensed space and the final decision regarding the same shall be taken by KWML. The decision of KWML in this regard shall be final and binding upon the Licensee and Licensee shall not claim any loss or damages in this regard.

6. Approvals from KWML

6.1 All communication in all matters regarding the approvals related to the Licensed Space(s) shall be forwarded to the nodal officer as appointed by KWML. The nodal officer, shall act as a single window for the Licensee and shall be responsible for all the matters related to the Licensed Space(s).

6.2 The Licensee shall forward all requests, such as approval of plans etc. related to the Licensed Space(s) to the nodal officer. Such requests, if completed in all manners, shall normally be approved / rejected by KWML within 07 days of the receipt of the request.

7. Statutory Clearances and Safety parameters

7.1 The licensee shall at its cost and responsibility obtain all statutory clearances required to conduct its business in the space allotted, and KWML will not be responsible in any way, for noncompliance on the part of licensee. The licensee shall also indemnify KWML from any loss or damages; it may suffer due to the non-compliance by the licensee.

7.2 Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing master plan and rules/ guidelines etc. of the authorities having jurisdiction over the Project Site for the development works to be undertaken.

7.3 The Licensee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, firefighting, etc. It is to be clearly understood that all such clearances are to be obtained by the Licensee and KWML may only provide assistance wherever possible without any obligation.

7.4 Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic/police authorities concerned, to be able to use the Licensed Space(s) for desired commercial purposes/ business will be sole responsibility of the Licensee. KWML shall not be responsible for any such procurement and shall not entertain any claims in this regard.

7.5 The licensee shall indemnify KWML from any loss or claims that can arise from safety issues with respect to premises used by licensee or the structures, hoardings, boards etc. belonging to licensee.

8. Infrastructure

8.1 The Internal distribution of electric power, firefighting sprinklers, fire detection, advisable fire alarm panel etc. as per the norms required for the Licensed Space(s) shall be the sole responsibility of licensee.

8.2 The Licensee shall be required to take prior approval from KWML for the infrastructural amenities like electricity, water etc. The licensee shall obtain separate electricity and water connection at the cost of licensee and make due payment of the metered charges to the respective authorities, without fail.

8.3 KWML may depute engineers for supervision, if required.

8.4 Provisioning of smart energy meter with valid calibration of the meter from approved lab of KSEB is in the scope of licensee. It is applicable for water meter as well, in case water provision is available at the location.

8.5 The Licensee shall submit all plans / drawings and specification of material whatsoever including but not limited to internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc. for approval of KWML before start of any work/s inside the Licensed Area. KWML reserves the right not to give approval if it deems such works may act as a hindrance

in the smooth functioning of its operations at the Project Site. All materials used including electrical materials should be fire resistant as per the standards prescribed by KWML and in this connection the approval of KWML must be taken before commencement of the installation.

8.6 Electric Energy if provided to the licensee by KWML, it shall be charged at commercial rates approved by KSEBL,which will vary from time to time based on the tariff revisions.

8.7 The Licensee will have to make its own arrangements for water connection including the installation of smart meters, storage and purification at its own cost after taking all the necessary approvals. All user charges in connection with usage/consumption of water will have to be paid by the licensee as per prevailing rates for such purpose, if the water connection is provided by KWML.

8.8 Additional area as may be required for the purpose of placement of utilities such as water tanks will be charged at a rate equivalent to half the rate (recurring payment) per square meter charged / accepted for the main Licensed Area.

9. Fire Fighting Arrangements

(i) Complete facility as per National Building Code and other applicable statutory provisions of Water Metro terminals including FACP-Fire Alarm control panel, Fire detection and firefighting shall be in the scope of licensee

(ii) Fire extinguishers of required class have to be provided by the licensee for their licensed premises at their own cost.

(iii) The Licensee shall ensure that they obtain all relevant approvals / NOC for different commercial activities from respective authorities, as applicable. The licensee shall also ensure:

a. Maintenance of its fire equipment/extinguisher in good condition at all times.
b. No additions/ alterations are done without the prior approval of competent authority of KWML.
c. Record of periodic check of fire equipment and installation is maintained as per relevant code of practice.
d. Deviation if any may be brought to the notice of KWML on account of its being the controlling authority.

(iv) Further, it is clarified that the Licensee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of the fire safety system that is exclusively under scope and control of Licensee. KWML shall not be responsible for any loss of life and property in PD premises due to any malfunctioning of the fire safety system, in case of any fire emergency within the licensed area.

(v) In case a fire is generated from the licensed area, which causes damage to KWML property, recovery equivalent to the damage caused to KWML property will be recovered from the licensee.

(vi) The License shall provide unfettered access to the authorized representative of KWML and its operation staff for the purpose of carrying out maintenance works if any inside the Licensed Area. During the License Period, all maintenance to be done during the non- operational hours of Water Metro. The Licensee will not make any claims for damages, or seek any compensation on this account from KWML.

10. Works

10.1 The space allotted to the licensee will be handed over in an "as is where is" condition. No additional facilitation or constructional activity will be carried out by KWML to facilitate erection of the Office/ Commercial space /Infra by the licensee.

10.2 The tenderers shall inspect the spaces prior to submission of tenders to understand the area. No claim on this account from the vendor will be accepted by KWML.

10.3 The Licensee will be completely responsible for Safety of his Staff during work execution & after commencement of business.

10.4 KWML will not permit HOT work, welding or brazing in the allotted space for fitment of the infra/Office/ Commercial space without prior approval.

10.5 During execution of work at Site, Licensee must ensure that Personal Protective Equipment is mandatory to wear.

10.6 Licensee needs to make arrangements for the waste management, disposal & combustible items for e.g. Carton box, disposal with respect to the shop. In case KWML is able to arrange waste disposal mechanism, the licensee shall pay necessary charges towards the waste disposal.

10.7 Deleted. Not Applicable.

10.8 Additional parking allotment, if any, would be at the sole discretion of KWML. Approx. 440 sqm of free car parking is available .

11. Extension of Fitment period on compelling circumstances.

11.1 If in event of, the progress of work being delayed by any circumstances not in the control of the licensee, such circumstances shall be immediately brought to the notice of KWML by the licensee. In genuine cases, at the sole discretion of KWML, fitment period may be extended suitably by another 30 days, as in the opinion of KWML are reasonable having regard to the nature and period of delay and the type and quantum of works affected by such circumstances. However, there would not be any change to the license period.

11.2 Apart from above, the Licensee shall not be entitled for any other compensation for works so carried forward to the extended period of time. In addition, Licensee shall also make constantly its best endeavors to bring down or make good any such delay and shall do all that may be reasonably required to the satisfaction of KWML to proceed with the works.

11.3 Any failure or delay by KWML to provide the Licensee possession of the Licensed Space(s) after issue of Letter of Award (LOA) or to give the necessary permission or necessary drawings or instructions or any other delay caused by KWML due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the LOA or the License Agreement as the case may be or alter the character thereof or entitle the Licensee to any damages or compensation.

11.4 Nevertheless, in the event of the delay in completion of works due to reasons being attributable to Licensee, or its failure to complete its obligations within specified time as per the License Agreement, for the reasons other than those directly attributable to KWML, Licensee shall not be entitled for any extension of fitment period.

12. Assignability & Encumbrances

12.1 Under no circumstance, shall the structures or facilities constructed or installed at the Licensed Space(s) be hypothecated, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created by the licensee in favour of any person, including any Lenders / Financial Institution(s) / Banks etc.

13. Insurance

13.1 The Licensee shall be responsible for insurance policies effected with an insurance company operating in India in respect of the following:

a. Licensee's Property at Licensed Premises: The Licensee shall insure all furniture and fittings at the Licensed Premises against all loss or damage for a limit of not less than full replacement cost.

b. Insurance for Workers: The Licensee shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Licensee.

c. Liability to Third Party: All liabilities to third parties (including KWML) arising out of loss, damage, death or bodily injury (including bodily injury arising out of the consumption of food & beverages etc, sold by the licensee within the premises of KWML), for an amount not less than INR 2 lakhs per event.

Note:

(i) For any claim falling under the liability policies taken by KWML, the Licensee should extend full cooperation in providing required documents /information related to the claim, to KWML's Insurer.

(ii) The Licensee shall comply with the conditions stipulated each of the insurance policies. The Licensee shall not make or cause to make any material alteration to the terms of any insurance without the Prior approval of KWML. If the insurer makes (or purports to make) any such alterations, the Licensee shall notify KWML immediately.

(iii) If the Licensee fails to effect and keep in force any of the insurances required under this Agreement, or fails to provide satisfactory evidence, policies and receipts in accordance with the requirement, KWML may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default and pay the premiums due. In such case, the premium paid by KWML plus administrative charge shall be recoverable from the Licensee by KWML, and may be deducted by KWML from any amount due or to become due, to the Licensee or recover the same as debt due from the Licensee. The Licensee shall not dispute the amount of premium paid by KWML or the overhead charges thereon.

14. Taxes and other Statutory Dues

14.1 All other statutory taxes, statutory dues, local levies, GST etc. as applicable from time to time, shall be charged extra and shall be remitted along with the License Fee/ occupancy charges as and when notified by KWML. The licensee shall indemnify KWML from any claims that may arise from the statutory authorities in connection with this License.

14.2 Taxes/Municipal Taxes, if any, with respect to the trade/business shall be borne solely by Successful Bidder.

15. Notices

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such Party at the address given in the proposal document for issue of proposal document.

15.2 Indemnity & Waiver : It shall be deemed that by participating in the e-tender, the Bidder indemnifies KWML, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant heretoand/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

16. Violation and Penalty Clauses

16.1 The actions enumerated in Table below would be treated as isolation, which will entail penalty and even lead to termination of contract, if repeats. The list is not exhaustive and can be amended from time to time with notice to the licensee.

16.2 Licensor reserve the right to impose the penalty on Licensee up to Rs.5000/- per offence/ violation and up to Rs. 50,000/- for subsequent violations on the following offences/ violations, besides taking action under any other law in force: -

TABLE

1	Not following the instructions of KWML Administration even after 10 days from the date of issue of notice
2	Any staff of Licensee found in drunken condition / indulging in bad conduct.
3	Any staff of the Licensee found creating nuisance.
4	Sticking of stickers or hanging of banners or any other form of presentation other than allowed.

5	Improper maintenance of the Water Metro Property allotted to the licensee.
6	Dishonour of drafts and Cheques given by Licensee in favour of KWML
7	Misbehaviour with staff and commuters of KWML.
8	Not following safety and security norms, as may be indicated by authorized representative of KWML.
9	Not following instructions issued by KWML from time to time and other violations of the license agreement / terms of license.
10	Usage of KWML brand/ logo/ name without permission of KWML.
11	Unhygienic & unsafe upkeep at any locations.
12	If KWML has found that passengers has taken food/ beverages purchased from the outlet is being taken to Water Metro vessel (boat) and littered.
13	If Waste management not done properly.
14	In case of Office/ Commercial space, Staff must be in a presentable attire, preferably uniform of the licensee/Licensee company.
15	Staff deployed in Office/ Commercial space should have Police clearance certificate, which shall be submitted to KWML for records.

17. Electrical Power Supply

17.1 The licensee shall, at their own cost, obtain separate electric power connection and complete cabling and necessary switchgear & protection from KWML panel board to the selected office/ Commercial space at his own cost. The licensee shall bear the electricity charges and security deposit in respect of connection to the licensed premises, as fixed by KSEBL applicable to commercial consumers of KSEBL, from time to time, on a monthly basis as per the bills raised by KSEBL. Approval for routing of the cables in the water metro stations/buildings shall be obtained from KWML. All materials used shall be complying with NFPA 130 and other National/international standards applicable to Metro Stations.

17.2 In addition to the License Fees as provided in the contract, the Licensee shall pay utility charges plus taxes for electricity and other services at the selected location, on a monthly basis as per the bills raised by KWML.

17.3 For the purpose of supplying electricity, the licensee will follow relevant rules as applicable from time to time to metro station.

18. Electrical Metering:

18.1 Licensee shall install pre-calibrated smart energy meter along with CT, at their own cost. Calibrated Energy Meters shall have a provision of MDI, TOD etc. of required capacity at his costconfirming to BIS standards and of KSEB approved make along with test certificate.

18.2 The smart energy meter shall be sealed and calibrated by KSEB. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

18.3 Smart energy Meters including connected accessories/ meter box / modification at panel level to install meter etc., in line with specifications of KSEB to be procured, installed and commissioned by Licensee for his own metering, at their own cost.

18.4 Upon installation of the equipment, the Licensee shall submit an application to KWML in a prescribed format, stating the connected load details. A general schematic drawing of the concerned section shall be provided by the Licensee. Any change in the connected load shall be intimated to KWML in advance. The Licensee shall also provide the subcontractor details to KWML.

18.5 Deleted.

18.6 The Applicant's industry/ trade shall not have been declared to be obnoxious, hazardous/ pollutantby any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's licensed premises.

18.7 Deleted.

18.8 Deleted.

18.9 Deleted.

18.10 Any additional charges comes in terms of loss, tariff revision, compensation, duty etc. shall be borne by licensee.

19. Specification of Electrical Work

19.1 The licensee shall provide all necessary cabling installation, at their own cost. Power connectivityfrom the existing power points to the sites will have to be provided by the Licensee at his own cost after obtaining approval from KWML. The licensee shall draw cabling at their own cost fromthe DB/ASS after obtaining the approval of KWML. All the works executed shall be under the supervision of KWML's Engineer in-charge. All the materials used & workman ship shall be in accordance with KWML standard.

19.2 The materials used shall be KWML approved materials.

19.3 All the electrical work done within the applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per CEA (measures relating to safety & Electrical supply) Regulations 2010 and its subsequent amendments and other applicable laws, statutory provisions and standards in force at the time, andindemnify KWML against any loss accrued to the Applicant on this account. If there is any harm/loss to the property of KWML or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be

borne by the Applicant.

19.4 The power cables used shall be only XLPE insulated armored copper conductor FRLS cables.

19.5 KWML shall provide supply, if available, at one fixed point as per KWML plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Applicant. Approval to the layouts/schemes/ details shall be taken from KWML prior to the commencement of the work. The licensee hereby voluntarily and unequivocally agrees not to seekany claims, damage, compensating or any other consideration what so ever on account of time andcost associated in making provision of electricity.

19.6 The wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per KWML approval.

19.7 Deleted

19.8 Licensee shall provide proper earthing connection as per the applicable standards and shall terminate the same to KWML DB or to any other place as directed by KWML. Installation test report issued by licensed electrical wiring contractor in the prescribed format and countersigned by the applicant shall be submitted by the Licensee.

19.9 Licensee shall use energy efficient lightings (LED) & shall provide proper light fixtures, Lamps, Electronic ballets etc. as per KWML approval. Licensee shall provide uniform & good illuminationlevel not less than 100 lux in any case Licensee will not be allowed to provide room heating appliance or air conditioner of any kind without prior approval.

20. Reliability of Power Supply/Use of DG Set

20.1 Licensee may usesuitable voltage stabilizers and power factor correction equipment as per requirement. KWML shall not be providing any power supply from station DG set or UPS. Although the power fed from normal source is quite reliable, Licensees may however, provide UPS / Inverter at their owncost in own premises, if desire or need arise and to be ensured that power shall not be back feed to the mains.

20.2 Licensee is encouraged to use UPS/inverter system. A common standby DG may be allowed at Licensee's risk and cost.

21. Operation and maintenance

21.1 Licensee has to operate and maintain entire electrical system under its jurisdiction i.e. entire electrical power system downstream from installed smart energy meter of Licensee including meter in line with good maintenance practice to maintain entire system in safe & working condition. Licensee has to ensure that, all the electrical work done within the Licensee premises including wiring, power outlets and gadgets for power distribution are used, operated and maintained properly for guarding against short circuits/fires and are as per Central Electricity Authority (measures relating to safety & Electrical supply) Regulations 2010 and its subsequent amendments and other applicable laws, statutory provisions and standards in force, at the time, and Licensee has to indemnify KWML against any loss accrued to the Licensee on this account. Further, the Licensee agrees that if there is any harm/loss to the property of KWML or to any otherthird party due to fault in the electrical work, outlets or apparatus within the premises of the Licensee, all the loss shall be borne by the Licensee.

22. Fire Alarm & Control System and Fire NOC

22.1 Fire NOC for station area was issued by local Fire Authority, for occupancy class of Assembly

Building. However, Fire NOC for Office/ Commercial space, as applicable, has to be taken by Licensee, at its own with all cost to Licensee.

22.2 Fire Extinguisher: Every Office/ Commercial space shall have enough Fire Extinguishers as perrequirement to be provided by Licensee.

22.3 Integration of water sprinkler system, if applicable, to the existing hydrant pipeline will have to becarried out by Licensee at his own cost.

22.4 Licensee should not in any way obstruct or permit the obstructions of any emergency walkway/fireescape route/ refuse area/entrance/common area within or outside their premises.

22.5 Licensee shall not store or use flammable or explosive substance in their premises.

22.6 Use of coal/LPG/PNG and other electrical appliances for the purpose of cooking / serving the eateriesare permitted only with prior approval & clearance from KWML.

22.7 Licensee has to operate and maintain entire Fire safety system, as applicable, under its jurisdiction atstation in line with good maintenance practice.

23. Payment Terms/Schedule of activity for the successful bidder will be as follows:

Stage of Activity	**Time Period**
Common Area Maintenance(CAM) charges	10% of Monthly license fee extra
Payment of Interest Free Security Deposit along with one-month advance license fee and CAM Charges	Within 21 days of issue of final Letter of Award(LOA), failing which the allotment stands terminated.
Handing over date of site	Site will be handed over post issuance of the Final Letter of Award(LOA). Ground Floor will be handed over initially and First Floor separately (minimum of 06 months after the first handing over).
Fitment period	60 days from the handing over date. In genuine cases, at the sole discretion of KWML, fitment period may be extended suitably, maximum by another 30 days.
Signing of License Agreement	License agreement shall be executed on receipt of Final Letter of Award(LOA)
License period	The License period will be 10 years from the date of handing over of the site including fitment period (Extension of License period – as mentioned under clause No-1.16)
Completion Certificate	Licensee has to obtain the Completion certificate from KWMLbefore start of business operation in that site.
Fitment Period & Area Occupancy Charges	During the fitment period, the Licensee shall pay area occupancy charges of 10% of the applicable monthly license fee.

Commencement of KWML Billing of monthly License fee	Commencement of regular monthly License fees will begin from 61st day of handing over date. In case, the licensee has started commercial operation /utilization of the part of the space before expiry of the fitment period, pro rata License Fees will be charged for such area from the date of start of business operation. However, if energy / water is being provided by KWML, then the actual consumption charges plus taxes for energy/water is payable to KWML in case of any works undertaken in the allotted area effective from the date of provisional allotment.

24. Corrupt Practices

24.1 Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected toobserve the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, following definitions are relevant

(i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contracts; and

(ii) "Fraudulent Practice" includes misrepresentation of facts in order to influence the tender process or the execution of the Contracts to the detriment of KWML, and alsocollusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial/ non - competitive levels and to deprive KWML of the benefits of free and open competition.

(iii) If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contracts, KWML reserves the right:

a) Not to award Contract to such Bidder,

b) To cancel the Contract, if already awarded. In case of cancellation, KWML shall be entitled to recover from the Bidder the amount of any loss arising fromsuch cancellation in accordance with the provisions of the E-tender notice Document. and

c) To ban the business dealing with the Bidder who has engaged in such practices either indefinitely or for a specified period of time.

d) Or any other actions as per the undertaking for tender security declaration.

Appendix-A

List of usages/businesses banned (Indicative and not exhaustive)

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian actor legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such asfirecrackers, industrial explosives, chemicals etc.
3. Storage or sale of pan, gutka, tobacco and tobacco products.
4. Storage or sale of any other banned substances.
5. Businesses offering dormitory accommodation, room rentals, lodging, paying guest (PG) accommodation, or similar stay facilities.