



**KOCHI WATER METRO LIMITED**

**Request For Proposal (RFP)**

**Tender No: KWML/PROC/TENDER/2025-26/11**

**Implementation & Maintenance of Content Management Software and  
Related Hardware for KWML Vessels**

**KOCHI WATER METRO LTD.**

**4th Floor, Jawaharlal Nehru Stadium Metro**

**Station, Banerji Road, Kaloor, Kochi - 682017**

## **SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

1. "Services" means services to be provided as per the requirement mentioned in the scope of work
2. KWML means Kochi Water Metro Limited
3. "Noncompliance" means failure/refusal to comply with the terms and Conditions of the tender;
4. "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of the tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any necessary required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD declaration form.
5. Bid means the proposal submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof. Wherever "Tender" word is used, it shall mean the same as "Bid".
6. Bidder means an applicant who has submitted the Bid as per notice inviting tender of this Tender document.
7. Bid Security or "Earnest Money Deposit" or "EMD" shall have the meaning ascribed to it in hereof.
8. Bid Process means the selection of the Service Provider through competitive bidding and includes release of this Tender document, submission of Bids, scrutiny and evaluation of such Bids as set forth in the Tender.
9. Effective Date shall mean the date on which KWML issues the work order.
10. Letter of Award or "LOA" means the letter or memorandum communicating to the Successful Bidder the acceptance of its Bid.
11. Tender Document or "Tender" shall mean this document and shall include any addendum(s) issued thereto.
12. Successful Bidder shall mean the Bidder, whose Bid is evaluated as the most competitive following the bid evaluation process as set forth in this Tender Document and to whom work order is issued subsequently.
13. Incoterms means the trade terms published by International chamber of commerce (ICC)
14. Similar work means "Implementation & Maintenance of Content Management Software and Related Hardware for KWML Vessels."

## **SECTION 2 - GENERAL INSTRUCTIONS OF THE TENDER**

1. The Tender and any order resulting from this Tender shall be governed by our conditions of contract and the vendor quoting against this Tender shall be deemed to have read and understood the same.
2. No Conditions and Terms, notice of which has not been given by the tenderer while submitting tenders, will be considered by us, if put forward in subsequent correspondence.

### **3. TENDER**

- a) Bid and all other related documents are to be submitted in English. Supporting documents, which is in other language, should be translated in English and submitted along with copies of original.
- b) The intending Bidders must read the RFP carefully and should only submit his Bid if he considers himself eligible and he is in possession of all the documents required.
- c) Individuals signing tender or other documents connected with the contract specify:
  - I. Whether signing as a “Sole Proprietor” of the firm or his attorney.
  - II. Whether signing as a “Registered Active Partner” of the firm or his attorney.
  - III. Whether signing for the firm “Per Procurationem.”
  - IV. In the case of companies and firms registered under the Indian Partnership Act/the Companies Act, the capacity in which signing, e.g. Secretary, Manager, Partner etc. and enclose a copy of a document, empowering him to do so. In case of unregistered firms all the members of the firm should sign the tender and relevant documents.
- d) If the Tenderer is a firm or company, the tender documents to be submitted by the authorized signatory of the firm/company.
- e) The Bid shall be prepared and shall be signed in all pages by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- f) Tender not submitted in the appropriate forms is likely to be rejected.
- g) On the due date of opening, the tender will be opened online.
- h) Bidders blacklisted/ordered for blacklisting by Govt. of Kerala/India or KWML cannot be considered.
- i) KWML does not bind itself to accept the lowest tender or to assign any reason for non-acceptance of the same.
- j) Landed cost shall be considered for price comparison and order placement.
- k) The manufacturer/ Authorized dealer/Contractor/supplier participating in the Tender hereafter will be called as “Applicants”.
- l) All costs for site visits, obtaining information/ data and preparation/ meetings, etc. in relation to Bid submission shall be borne by the applicants.
- m) KWML reserves the right to verify all the credentials and inspect their executed orders etc., to satisfy themselves about their performance and capability to execute the supply

satisfactorily; if found any failure on submitted details, KWML holds the right to invoke performance security or Bid security wherever applicable.

- n) KWML reserves the right to not to choose any applicant, relinquish the Bid process or reissue Bid with or without modification as it chooses. KWML is not bound to furnish any explanation as to its decision to any of the participants.
- o) Further, corrigendum/ addendum, if any, issued to the Tender /bid document, shall only be made available at <http://etenders.kerala.gov.in>.
- p) The Bid of all Bidders who have paid the Tender processing fee /Relevant Exemption certificate online (technical and financial) only will be opened. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Bid
- q) **Public Procurement (Preference to Make in India) as per Ministry of Commerce & Industry DPIIT ORDER NO. P-45021/2/2017-PP (B.E.-II) DATED 16.09.2020 and its subsequent amendment dated 13.05.2021 will be applicable.**

#### **4. LOCAL CONDITIONS**

It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost towards the Supply covered in this tender. The Employer shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of items, shall be entertained after the Employer accepts the offer.

#### **5. CLARIFICATIONS**

Please note that queries related to enquiry specifications, terms & conditions etc. should be submitted online only by logging in at <http://etenders.kerala.gov.in> before the clarification end date/time specified in the 'Critical Dates' view of "Work item Details". M/s. Kochi Water Metro Ltd (KWML), at its sole discretion, may not entertain the queries sent by post/fax/e-mailor through any other mode of communication. The KWML will post the reply to all such queries in "seek clarification" section of the portal.

#### **6. TENDER FEE AND EMD (EARNEST MONEY DEPOSIT)**

- a. Bidders should remit Tender processing fees and EMD at the time of online bid Submission using the online payment options of e-procurement system provided in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). EMD and Tender processing Fee is exempted for MSE (Udyam registration), Organization with valid NSIC/KVIC Certificate and Government agencies. Bidders exempted from EMD and Tender processing Fee should submit a letter stating exemption in case of Government agencies or copy of valid MSE/NSIC/KVIC certificates for others.
- b. Tenderers are required to remit EMD and Tender processing fees as mentioned in Notice inviting tender (NIT).
- c. Bidders are advised to visit the "Bidders manual kit" section of e-procurement ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) for detailed instructions on making online payment. Any existing amount available with KWML in any form will not be adjusted against the payments of this tender.
- d. Bidders, while participating in online tenders published in Government of Kerala's e-Procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) should ensure the following:

- i. Payment only through the online facility in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)
- ii. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender processing fees and EMD are remitted as one single transaction and not separated. Separate or split remittance for tender processing fee and EMD shall be treated as invalid transactions.
- iii. Bidder should ensure the correctness of details of inputs while remittance through Online. No additional information like bidder name, Company name etc. Should be entered in the account number column along with account number for NEFT remittance. While submitting tender, the bidder shall seek clarification from IT mission's e-procurement for online payment of the tender fee/EMD. KWML shall under no circumstance be responsible for failed transactions on account of non-compliance of the above.
- iv. UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be update as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.
- v. Tenders received without EMD and Tender Fees will not be considered.
- vi. Discharge of EMD to unsuccessful Bidder(s):-The Bid Security of unsuccessful Bidders will be discharged / returned after signing of the contract with the successful bidder or acceptance of the PO/LOA by the bidder/receipt of PBG from successful bidder.
- vii. Discharge of EMD of Successful Bidder:- The Bid Security of the Successful Bidder(s) shall be discharged only after the successful bidder(s) deliver PBG/PSD if any and deliver the items as per purchase order issued.

## **7. BID VALIDITY**

The bid shall be valid for a period of Minimum 90 days from the date of closing of the bid and to be extended as per the request from KWML

## **8. COMPLIANCE OF REQUIREMENTS**

- a) The items offered should be in accordance with the stipulated description, and specifications in "SECTION 4 -TECHNICAL SPECIFICATION". Compliance with the specifications should be clearly indicated in Appendix 3.
- b) Whenever if the tenderer deviates from the provisions of a clause/sub- clause, they shall furnish detailed justification for the same in the Statement of Deviations in the format given in Appendix 4

## **9. TERMS OF PRICE**

- a. The tenderers should quote their lowest possible price.
- b. The bidders should quote the price for door delivery including Transit insurance, freight charges, loading & unloading charges, separately the basic price and GST applicable for each unit tendered along with the HSN/SAC code and if GST exemption is there, appropriate exemption notification document should be submitted.
- c. The basic price quoted shall be exclusive of GST but including all other applicable taxes, duties and other charges. GST rate and amount applicable shall be shown separately in the financial bid along with the HSN/SAC code and if exempted, with appropriate exemption notification document.
- d. Transportation, packing, forwarding, installation and other charges if any, shall also be included in the quoted price.
- e. Total price quoted to be inclusive of all taxes and including GST.
- f. The GST amount shall be calculated as per the percentage quoted in the Financial bid.

- g. In case any bidders make arithmetical errors or quote with a different percentage or omit to quote, the same will be corrected as per the percentage applicable against the quoted HSN/SAC in the financial bid. In case no HSN/SAC is provided the quoted rate shall be deemed as inclusive of applicable GST. If the total corrected value exceeds the total quoted value in the financial bid, then the base price will be adjusted so as to maintain the originally quoted amount inclusive of taxes.
- h. The tax liability as per GST Act rests with the contractor, ambiguity if any regarding the percentage for that particular work or Services Accounting Code (SAC)/HSN etc shall be cleared before offering of rates.
- i. Any liability on account of wrong classification of goods or services for arriving at taxes will be on the bidder.
- j. Lowest offer will be decided based on the overall lowest amount calculated with the basic price along with GST.
- k. Invoice as per GST Act should be furnished prior to every running account/final bills.
- l. The GSTIN of Kochi Water Metro Ltd is 32AAICK8891J1ZZ
- m. GST at actuals shall be paid on the quoted/corrected base value as per GST law in India after submission of appropriate GST invoices with GSTIN of the bidder and GSTIN of Kochi Water Metro Ltd is 32AAICK8891J1ZZ.
- n. Under GST law the contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KWML incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing uploading of data/submissions of documents etc in time then all such liability including the input credit of the GST lost by KWML and the penalties and interest incurred by KWML would be the liability of the contractor and the same shall be recovered either by recovery from security deposits / any other amount payable by the contractor to KWML or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.
- o. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Company there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- p. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- q. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (o) and (p) above.
- r. Tenderer shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender and forfeiture of bid security
- s. The prices quoted should be firm and not subject to any variation, unless specified in the tender documents. Any deviation in this aspect may make the offer liable to be ignored.

## **10. POWER OF ATTORNEY**

Only authorized person shall sign the tender document on behalf of the tenderer. Proof of authorization in the form of Power of attorney (sample format in Appendix 2) / Board Resolution or any other form such as inclusion of the name in the license document or any other legal document shall be submitted by the tenderer.

**11. DOCUMENTS TO BE FURNISHED ALONG WITH TECHNICAL BID**

The following documents to be submitted document to be furnished along with the technical bid if applicable.

- a. Detailed data sheet/Brochure of the item to be supplied/offered.

### **SECTION 3 - BID EVALUATION**

#### **12. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Notwithstanding anything contained in the Tender Document, KWML reserves the right to accept or reject any Bid in its sole discretion or to reject all Bids and the bidding process without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

#### **13. MINIMUM ELIGIBILITY CRITERIA**

<b>Clause no</b>	<b>Description</b>	<b>Documents</b>
13.a	The bidder must have successfully executed at least two similar projects involving the supply, installation, and commissioning of a Content Management System or Digital Signage Solution for transportation, public infrastructure, or commercial applications within the last five years.	Copies of the at least two (02) work orders along with completion certificate or invoice against respective work order should be enclosed as proof of experience.
13.b	Compliance with all technical parameters and scope of work as per SECTION 4 of RFP is required.	Compliance letter as per Appendix 3 (Schedule of Compliance with technical specification of items) of this tender document to be submitted.
13.c	An undertaking to the effect to be given by the bidder that they have not been blacklisted /debarred by any government/government-undertaking/ semi-government/ Govt. controlled institutions/ reputed private organizations in India or Abroad. as mentioned in Appendix 8	An undertaking as mentioned in Appendix 8 to be submitted

The bidder/applicant should submit the following documents as a minimum eligibility criteria document. **The bids will not be considered for evaluation if any of the documents pertaining to minimum eligibility criteria are not submitted along with bid.**

#### **14. DETERMINATION OF RESPONSIVENESS**

Prior to evaluation of Bid, the KWML will determine whether each Proposal is responsive to the requirements of the Tender. The KWML may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) It is received by the Proposal Due Date including any extension thereof.



- b) It is accompanied by the Tender processing fee and EMD OR valid exemption certificate.
- c) Applicants has submitted all the required documents in format as mentioned in the Tender.
- d) Has submitted an offer for all required items

## **15. AWARD CRITERIA**

- a. The Bid of the bidder whose Bid is responsive, complete and in accordance with the Tender Document will be considered for evaluation. The Lowest bidder will be identified based on overall L1 basis.
- b. Counter offer:

If one or more bidder has quoted the same grand total amount including GST in BoQ ,sealed counter offer shall be sought from those bidders for placing LoA/PO to the least total cost (including all taxes) offered bidder.

- c. The successful bidder shall return the copy of LoA/WO duly signed and stamped as a token of acceptance of LoA/WO within 7 days from the date of receipt of the same.

## **SECTION 4 - SCOPE OF WORK**






### **1. Introduction**

Kochi Water Metro is a first-of-its-kind integrated water-based urban mobility system in India, designed to offer safe, reliable, and environment-friendly transportation across the city's waterways. As part of its commitment to enhancing the commuter experience, KWML intends to implement a **new Content Management System (CMS)** onboard its fleet of ferries. This system will allow KWML to centrally manage the display of safety messages, passenger information, infotainment, and advertisements on digital Passenger Information Display Screens installed onboard as per the requirements

### **2. Purpose of the System**

The onboard units are intended for displaying safety videos, advertisements, public service announcements, and entertainment programs to enhance the passenger experience. The content is distributed through an HDMI splitter to ensure simultaneous display across all three screens on each boat. The proposed CMS should provide centralized control, efficient content management, and robust monitoring features to ensure seamless operation.

The bidder shall design and supply all necessary hardware and software components, including but not limited to:

-  Cloud based platform for content management and storage system.
-  Onboard local controllers with HDMI output and WiFi connectivity
-  HDMI switch, HDMI cable with cable routing arrangements
-  2U network rack with PDU wall mounting arrangements.
-  Required software licenses for CMS and any third-party integrations.

### **3. Content Management Web Platform:**

The web based platform shall have below listed features:

- a. **Playlist Management:** Support for creating, editing, and scheduling playlists. Drag-and-drop interface for easy playlist customization.
- b. **Content Scheduling:** Schedule content playback based on time, date, or specific events. Allow for global content distribution or targeted playback on specific boats.
- c. **Unit Management:** Categorize the units into multiple groups and assign different content to each groups. Each group shall have provision to set layout for horizontal and vertical screen orientations.
- d. **Content Preview:** Preview content before publishing to ensure it displays correctly on the screens.
- e. **Security:** Implement advanced security measures to protect user data and ensure the integrity of the upload process. Include features like encryption, secure login, and role-based access control to prevent unauthorized access.
- f. **Cloud storage:** The web platform shall have a minimum storage capacity of 10GB for processing the media contents for displaying on various units.
- g. **Content scheduling: Timely Scheduling:** Allows setting up time-based playlists.
- h. **Content playback: Loop Playback:** Supports continuous looping of a playlist. **Auto Recovery:** Automatically resumes content playback if there's a disruption.

- i. Monitoring and Reporting: Real-Time Monitoring: Display device status, current playing content, and connectivity status on a dashboard.
- j. Maintenance and Troubleshooting: OTA Updates: Over-the-air firmware updates for Android units. Diagnostics and Logs: Ability to view and download logs for troubleshooting. Remote Support: Option to remotely access Android units for support if issues arise.
- k. Media Format Compatibility: The system must support a wide range of media formats, including:
  - a) Video: wmv, avi, mpg, mpeg, flv, mov, mp4, mkv, vob, 3gp.
  - b) Images: jpg, bmp, png, gif, tiff, tiff.
  - c) Flash: swf.
  - d) Documents: PPTX and PDF.
  - e) Text: Static and scrolling text, with support for various fonts and sizes.
- l. The system shall also support a web link to live stream video content (e.g., YouTube videos) or access and play content such as videos, images, or presentations stored on online cloud platforms like Google Drive as per defined timelines.
- m. Software Licensing: Provide all necessary software licenses for the CMS, including third-party integrations. Ensure licenses are valid for the duration of the project and include provisions for future updates.
- n. Notification and Alerts: Send automated email alerts to designated personnel for critical issues, including download failures, server overloads, and hardware malfunctions. Provide real-time alerts and notifications for:
  - a) Content not downloaded for more than predefined time.
  - b) Server overload or performance issues.
  - c) Low disk space on central or local storage.
  - d) Default display fallback in case content is unavailable.
- o. Automatic content Updation of Data: Ensure automatic content data updation across all boats. Provision for triggering the updation manually shall also be provided.
- p. Smart Content Download: Implement a feature for scheduling content downloads during off-peak hours. Ensure downloads can resume automatically in case of connectivity interruptions.
- q. Seamless Playback: The content is played from locally stored files to avoid buffering and provide a smooth viewing experience, even with intermittent network connectivity.
- r. Remote interface: Web-based for administrators to manage content, schedules and devices. Real-time content updates. Dashboard for monitoring and reporting content engagement metrics
- s. Security Alerts: Monitor and alert for any unauthorized access attempts or security breaches
- t. The web-based platform shall be fully compatible with standard browsers and must support access and functionality via Google Chrome (latest stable version) and other commonly used browsers. The platform should offer a responsive and user-friendly interface suitable for regular desktop browser usage.
- u. The software installed on the local controller shall be configured to automatically start upon power-up of the device, without requiring any additional manual intervention or login process. Additionally, the system shall include a provision to pause or resume the content playback locally using a remote control, allowing onboard personnel to manage content display as required.

#### 4. Hardware Specifications:

The hardware specifications outlined below are provided as a general guideline. The bidder shall ensure compatibility with the functional requirements of the software provided.

The supplied hardware shall be owned by KWML and warranted against any failure during the service period. In the event of equipment failure during this period, the faulty hardware must be replaced within 24 hours of notification to the bidder.

##### a. Local Controllers Onboard:

Each boat shall have 1 No of local controller should be an Android-based device with below listed **minimum technical specification**: The hardware equipments shall be owned by KWML. The android device shall not be locked for a specific software and shall be generic in nature, allowing compatibility with multiple applications.

CPU	Cortex-A53 Quad-core 64bit, 1.5Ghz or equivalent,
RAM:	4GB DDR3 or equivalent
Connectivity	USB port , WiFi and LAN network,
Storage	16GB
Resolution	Support all common display resolutions (e.g.,4K,720p, 1080p)
Frame Rates	Frame rates (30fps, 60fps)
Audio output	channel configurations (stereo, 5.1, etc.).

##### b. HDMI Switch:

- a) Press button: Simple press of a button to swap the signals
- b) LED Indications: There should be LED that indicate which port is active
- c) Transmission Rate: The HDMI switch shall have high bandwidth of 18 GBps of data transmission
- d) Resolution Capability:4K@60Hz,1080@60Hz,HDCP pass-through, 3D, deep colour,
- e) Uncompressed and compressed audio formats shall be supported
- f) Compatibility: HDMI Switch should be suitable for all the devices with standard HDMI interface

##### c. Network Rack , cables and other arrangements.

A 2U network rack with wall mounting arrangements, PDU for power supply and necessary routing arrangements for routing the power and Signal cables shall be provided.

##### d. Onboard Arrangement:

For details on Onboard Arrangement: Please refer single line diagram.

#### 5. Timeline and Deliverables

- a) Contract period: The period of service shall be limited to 5 years and shall be extended for another 5 year based on mutually agreed terms and conditions,
- b) Project Duration: The entire project, including the central software setup and onboard installations, must be completed within 3 months from the date of Acceptance of LoA.
- c) Installation Timeline: Supply & Installation of Hardware & Software should be completed within 30 days after receipt of the Notice to Proceed (NTP)

- d) If the bidder requires any proof of concept or other clarifications, may kindly contact the procurement dept. in this regard.

### **5.1 Deliverables**

The contractor shall submit the following documents for review and approval by KWML. All works shall be executed strictly based on the comments and approvals provided by KWML, and completed to the satisfaction of KWML.

1. System Design Document (SDD) and Content Management System (CMS) Software Design Document
2. Clause-by-Clause Compliance Statement against the technical specifications including confirmation that the local controller is Android-based and not locked to any specific software
3. Product Datasheets and Certifications.
4. Boat-specific Installation Reports along with As-Fitted Drawings
5. CMS software and Local Controller User Manual
6. System Administration and Troubleshooting Manual
7. Site Acceptance Test (SAT) Report
8. Warranty Certificate
9. Support and Escalation Matrix
10. Service Level Agreement (SLA).

## **6. Services During Contract Period**

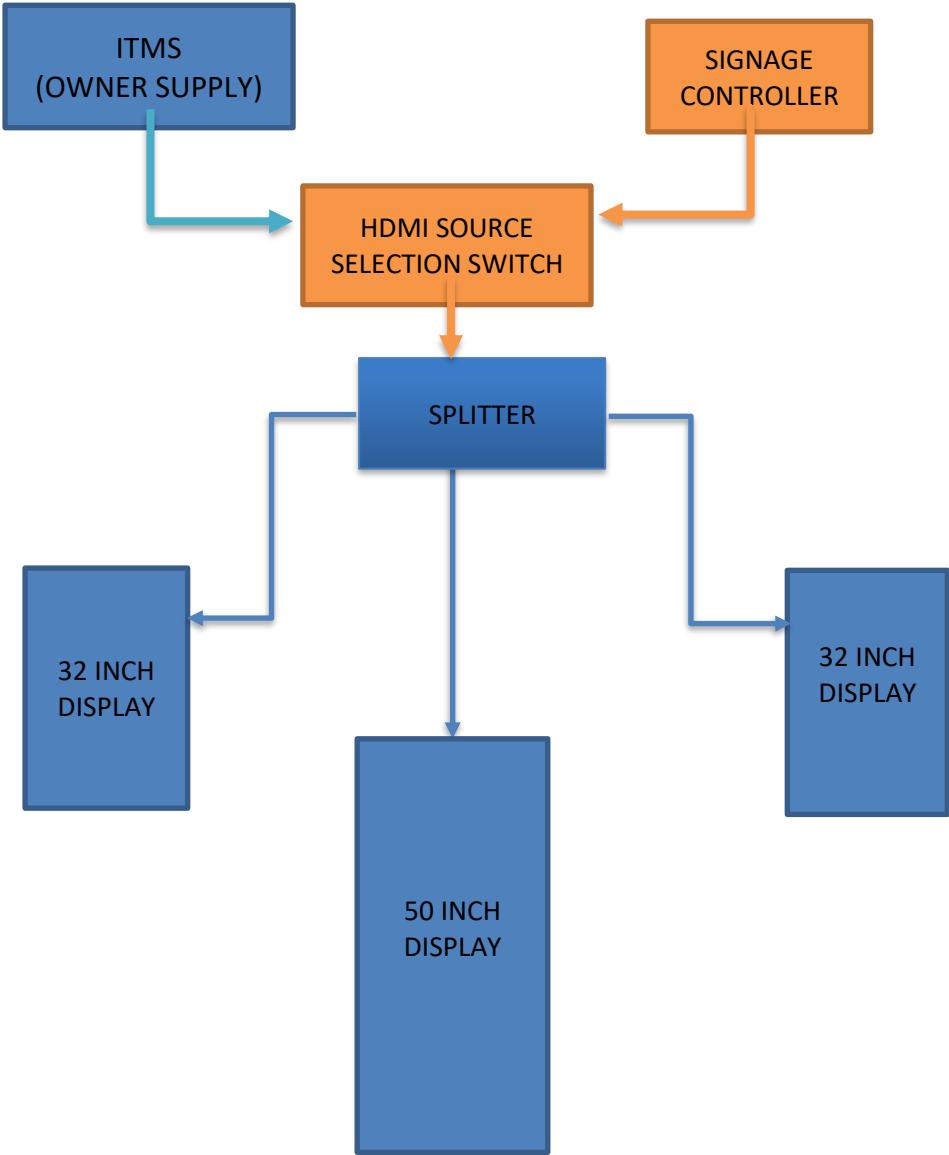
During the contract period, the Contractor shall ensure that any issue reported (software or hardware) is attended within 24 hours and shall be brought to working condition within a period not exceeding 72 hours.

Any issues arising with the software or hardware supplied by the contractor shall be resolved within 72 hours of notification from the Employer. Failure to comply will result in Delay Damages at a rate of 0.1% of the Contract Price per unit for each calendar day of delay or part thereof.

The total Delay Damages shall be capped at a maximum of 10% of the total contract amount.

Contract amount: Hardware cost + Software cost (subscription cost for 5 year).

**ONBOARD HDMI SIGNAL DIAGRAM:**



THE ABOVE SINGLE LINE DIAGRAM IS FOR REPRESENTATION ONLY  
THE SCOPE OF BIDDER IS HIGHLIGHTED IN ORANGE

## **SECTION 5 - GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. DEFINITION AND INTERPRETATION**

In the contract, unless the context otherwise requires:

- a) "Award of Tender" means the letter or memorandum communicating to the Contractor the acceptance of his tender.
- b) "Consignee" means where the equipment are required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination stations.
- c) "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexures particulars and the other conditions specified in the acceptance of tender, and amendments.
- d) The "Contractor"/Bidder/Tenderer" means the person, firm or company with whom the order of the supply is placed/participated/intend to participate in the tender.
- e) "Drawing" means the drawing or drawings specified in or annexed to the specification.
- f) The "Inspecting Officer" means the person/team of KWML specified in the contract for the purpose of inspection of equipment and includes his/their authorized representatives.
- g) "Particulars" include:-
  - i. Specifications
  - ii. "Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;
  - iii. Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.
- h) "Inspection Test" means such test or tests as are prescribed by the specifications to be made by the Employer or his nominee during installation, and commissioning.
- i) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Employer;
- j) The "Employer" means Kochi Water Metro Limited (KWML).
- k) "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;
- l) "Site" mean the station and Depot buildings location as specified in the work order at which equipment is required to be delivered /installed by the Contractor under the contract or any other place approved by the Employer for the purpose in Kochi
- m) "Material" means the goods in the contract, which the Contractor has agreed to supply under the contract;
- n) "Test" means such test as is prescribed by the particulars or considered necessary by the KWML whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.

- o) The delivery of the equipment shall be deemed to take place in accordance with the terms of the contract, after approval by the Inspecting Officer /team from KWML /its representatives the consignee at various sites stipulated by Kochi Water Metro Limited.
- p) "Writing" or "Written" includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.
- q) Terms and expression not herein defined shall have the meanings assigned to them in the Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses act, 1897 as the case may be.
- r) "Facilities" means the Equipment to be supplied and installed as well as all the Installation Services to be carried out by the Contractor under the Contract.

## **2. SCOPE OF WORK**

The scope of work is as mentioned in **SECTION-4**.

## **3. CONTRACT DOCUMENTS**

Subject to Article Order of Precedence of the Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

## **4. SIGNING AND ACCEPTANCE OF LETTER OF ACCEPTANCE / WORK ORDER & SIGNING OF AGREEMENT**

- a) Upon receipt of the Letter of Award" (LOA), /Work order the Successful Bidder shall return one copy of the Letter of Acceptance/W.O duly signed and stamped by its authorized signatory within 7 (seven) days from the date of issue of Letter of Acceptance / Work order.
- b) Tenderer will be required to execute the Contract Agreement. The Employer shall prepare the Agreement in the format included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. The performance guarantee (Security) should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor. Failure of the successful Tenderer to submit performance guarantee within the specified period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. Failure of the successful Tenderer in executing the agreement within the specified period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.
- c) In case the Successful Bidder fails to accept the W.O and/or complete the work within the time limit specified in the W.O or any extension thereof as may be decided by KWML, without any additional cost to KWML, the Bid Security/ performance security shall be forfeited.

## **5. SEVERABILITY**

If any provision or condition of the Contract is prohibited or rendered invalid or



unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **6. CONTRACTOR'S RESPONSIBILITIES**

- a) The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer, The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- b) The contractor should use materials and workmanship as per the industry standards and best practices and keeping the aesthetic look of the premises.
- c) The Contractor shall comply with all laws, which are in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- d) All costs, damages and expenses which Kochi Water Metro Limited (KWML) may have incurred or suffered and which are recoverable from the contractor under the terms of this contract, or the relevant law may, at the discretion of the Kochi Water Metro Limited (KWML) be recovered by deducting the requisite amounts from any moneys due and payable or refundable to the contractor on any account whatsoever or by legal proceedings. The Kochi Water Metro Limited (KWML) also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor.

## **7. CONFIDENTIAL INFORMATION**

- a) The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
- b) The Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Material, construction or such other work and services as are required for the performance of the Contract.

## **8. MATERIALS & SERVICES**

- a) Items to be supplied/work to be carried out are indicated in the scope of work of SCC. The contractor shall take delivery of the items to locations as mentioned in SCC.
- b) All the Materials to be supplied/used for the execution of work shall be as per technical specifications. The contractor has to load, unload and transport the same to the worksite at his own cost. KWML will pay no additional amount. Further, care needs to be taken while shifting of the material to the location so that other installations at the stations, viaduct or any other assets of KWML are not damaged. If any damage happens, the contractor has to make good of the same or the amount will be deducted from the invoices.

- c) The contractor will, however, have to procure all the materials required for executing the labour portion of the work/supply of material. The contractor shall engage his own labour and supervisor for the execution of the work covered in the contract.
- d) The contractor shall supply all the materials as mentioned in schedule and transport the material to the location at his own cost. However, any other material not specifically mentioned herewith but is required for executing the scope of work covered in the tender shall be provided by the bidder at his own cost.
- e) All required materials if any for the technical specification mentioned in SECTION 4, Technical specification including mounts viz. screws, nuts, clamps, pipes, wires, terminals and miscellaneous materials etc. should be supplied by contractor as directed by KWML.

## **9. CONTRACT**

- a) This contract is for the scope of work mentioned in SCC, Clause 2. All Material must be brand new and unused. Unpacking/seal opening has to be done in presence of KWML/authorized representatives.
- b) The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of the Employer or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the material at such times as he may deem fit and to reject any of the material which he may disapprove.

## **10. Deleted**

## **11. EMD**

- a) Earnest Money Deposit will be forfeited fully if the rates are enhanced from their quoted rate during validity period or extended period, or the order is not executed after the acceptance of the work order.
- b) If any tenderer backs out after the Company has accepted his tender, it will be considered as default and the EMD will be forfeited fully by the Company by informing the tenderer as having done so.
- c) The Earnest Money Deposit will not bear any interest.

## **12. TAXES AND DUTIES**

- a) The Contractor shall bear and pay all taxes (other than the GST of the goods and services rendered to KWML), duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.
- b) Any liabilities arising due to wrongly mentioned HSN code and Tax percentage should be borne by the supplier.
- c) In the event of exemption or reduction of any form of Tax being granted by the Government in respect of the works, the benefit of the same shall be passed on to the purchaser.
- d) All statutory levies (except GST) applicable to this contract shall be payable by the contractor and KWML will not entertain any claim whatsoever in this respect other than GST. GST will be paid extra at the applicable rate on the applicable value, as per GST law in India, after submission of appropriate GST invoices by the contractor to KWML. Under GST law

the contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KWML incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing / uploading of data/submissions of documents etc in time then all such liability including the input credit of the GST lost by KWML and the penalties and interest incurred by KWML would be the liability of the contractor and the same shall be recovered either by recovery from security deposits/any other amount payable by the contractor to KWML or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.

**13. Deleted**

**14. Deleted**

**15. FAILURE AND TERMINATION**

- a) If the contractor fails to deliver and test the material or any instalment thereof within the period fixed for such delivery/completion in the contract or as extended or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to his other rights recover from the Contractor as a penalty a sum equivalent of 0.5% of value of delayed work/ materials per week of delay subject to maximum 10% of the value of delayed work/ materials after which contract will be deemed as cancelled & the performance security will be forfeited by the purchaser. For avoidance of doubt, the L.D will be calculated on pro rata basis for the no. of days of delay. Any delay happened from KWML will be excluded for the calculation of L.D.

**16. CONSEQUENCES OF REJECTION**

- a. If on inspection of the material at site, are found to be not matching the requirement of purchaser as mentioned in the tender document and are being rejected by the Inspecting Officer/team of KWML or its representatives, the Contractor would be required to make satisfactory supplies of brand new and unused Material meeting the requirement as mentioned in the tender document within the stipulated period of delivery.
- b. Removal of rejected stores:
  - i. On rejection of any Material submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 10 days of the date of intimation in writing of such rejection.
  - ii. All rejected Material shall in any event and circumstances remain and always are at the risk of the Contractor immediately on such rejection. If such Material are not removed by the Contractor within the periods aforementioned, the Inspecting Officer/KWML representatives or its authorized personnel may remove the

rejected Material. The purchaser shall, in addition, be entitled to recover from the Contractor the handling and storage charges on the rejected Material after the expiry of the time-limit mentioned above.

## **17. FORCE MAJEURE**

In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (Employer/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those, which had occurred under any other clause of this contract prior to such termination.

## **18. INVOICE/BILLS**

Invoice Should be submitted as detailed in SCC clause 18

## **19. ACCEPTANCE TESTS**

If the work is found defective when commissioned shall be fixed free of cost by contractor. The cost of all tests and /or analysis affected at the manufacturer's or contractor's works shall also be borne by the contractor. KWML shall issue an Acceptance certificate for successful supply of section covering all materials and services included in the Schedule of works after the final acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. KWML decision in this respect shall be final. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by tenderer.

## **20. Deleted**

## **21. PERFORMANCE BANK GUARANTEE / RETENTION**

### **A) Performance Bank Guarantee**

- a. Unless specified separately in SCC, the successful bidder shall furnish a Performance Bank Guarantee (PBG) or submit a security deposit (DD, NEFT/RTGS) for an amount equivalent to 5% of the value of the LOA/PO.
- b. In case if Performance Bank Guarantee (PBG) is submitted, it must be from a Nationalized Indian Bank/ Scheduled bank, payable at a designated bank branch located in Kochi for an amount unless mentioned in SCC shall be equivalent to 5% of the value of the LOA/PO. The expenses incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Contractor alone.
- c. Irrevocable bank guarantee in the prescribed format, given in Appendix - 6, issued by a Scheduled Commercial Bank based in India, payable at Kochi. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. The details of the Employer's bank are as under:

Bank Name	UNION BANK OF INDIA
Branch	COCHIN – EDAPALLY BRANCH
IFSC Code	UBIN0539554
A/c. No.	395501010050511
Bank Address	COCHIN – EDAPALLY BRANCH, ERNAKULAM
PINCODE	682024

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

- d. The Purchaser shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee/ Security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser shall also be entitled to deduct from the amount of the Performance Bank Guarantee/Security deposit any loss or damage which the Purchaser may suffer.
- e. KWML at its sole discretion may request the supplier to extend the Performance bank guarantee on the extension of delivery date equal for a period of extended time of delivery. Failing to extend Performance bank guarantee, KWML shall be entitled to forfeit the performance bank guarantee.
- f. PBG/ security deposit will be released within 60 days, after the expiry of service period of 05 years/ warranty period and after completion of all warranty obligations based on the written request from the successful bidder/contractor/vendor.
- g. PBG/ security deposit will not bear any interest.

## **22. LATE DELIVERY PENALTY AND LIQUIDATED DAMAGES**

### **22.1 FOR DELIVERY/WORK COMPLETION**

Unless specified separately in SCC, If the contractor fails to supply the items within the stipulated time in the purchase order/work order and/or contract, the contractor shall pay KWML in terms of a late delivery fee 0.5% of value of delayed materials per week of delay subject to maximum 10% of the value of such materials. For the avoidance of doubt, the L.D will be calculated on pro-rata basis for the no. of days of delay for the delayed materials. Any delay happened from KWML will be excluded for the calculation of L.D

#### **Variation in Quantity:**

The quantity of Units may be varied as per the requirements of Kochi Water Metro Ltd. (KWML). The maximum quantity shall be 30 units, while the minimum quantity shall be 15 units. KWML reserves the right to adjust the quantity within this range based on operational needs, without any change in the unit rate agreed upon in the contract.

#### **Right to Partially or Fully Terminate Service Contract:**

**KWML reserves the right to partially or fully terminate the service contract at any time, without assigning any reason.**

**Partial Termination:** In case of partial termination, KWML may discontinue the service for a specific number of units while retaining the service for the remaining units. The subscription amount for the terminated units shall be calculated on a pro-rata basis up to the termination date. The service for the remaining screens shall continue as per the existing terms.

**Full Termination:** In case of full termination, the subscription amount for all units shall be calculated on a pro-rata basis up to the termination date, and the contract shall stand concluded.

**No additional compensation shall be applicable due to such termination.**

## **22.2 CMS SERVICE TERMS**

### **Service Delays:**

**During the contract period, the Contractor shall ensure that any issue reported (software or hardware) is attended within 24 hours (without any additional cost) and shall be brought to working condition within a period of not exceeding 72 hours.**

**Any issues arising with the software or hardware supplied by the contractor shall be resolved within 72 hours of notification from the Employer. Failure to comply will result in Delay Damages at a rate of 0.1% of the Contract Price per unit for each calendar day of delay or part thereof.**

**The total Delay Damages shall be capped at a maximum of 10% of the total contract amount.**

**Contract amount: Hardware cost + Software cost (subscription cost for 5 year).**

## **23. PACKING AND MARKING**

Deleted

## **24. WARRANTY/DEFECT LIABILITY PERIOD (DLP)**

The contractor shall warranty that everything to be furnished under this contract shall be free from defects and faults in design, materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples, if any and shall if operable, operate properly. The contractor's liability in respect of any complaints/defect and/or claims shall be limited to the furnished and installation of replacement parts free of any charge only to the extent that such replacement is attributable to or arise from faulty workmanship of materials or design in the manufacture of the equipment, or wear and tear during normal use, provided that the defects are brought to the notice of the contractor within the warranty period if any. All replacement at KWML shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily at KWML location. If the contractor desires, the

replaced parts can be taken over by them for disposal as they deem fit within period of one month from the date of replacement. At the expiry of this period, no claim whatsoever shall be on the KWML. During warranty the defective parts should be replaced at the earliest in the interest of the contractor to avoid penalty for down time in case of system fails.

## **25. PAYMENT TERMS**

The payment terms subject to recoveries, if any, will be as mentioned in SCC clause 25.

## **26. CONFLICT OF INTEREST**

The remuneration of the Tenderer shall constitute the Tenderer's sole remuneration in connection with this Contract or the Services and, the Tenderers shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Tenderers shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration Neither the Tenderer nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract. The tenderer shall not be one of the following:

(i) A firm which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project.

(ii) Any association/affiliation (inclusive of parent firms) of a firm or an organization mentioned in para (i) above.

(iii) A Tenderer who lends, or temporarily seconds its personnel to firms or organizations which were engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

## **27. CONSIGNEE'S RIGHT OF REJECTION**

**KWML reserves the right to reject any equipment, software, or documentation that does not conform to the approved specifications, quality standards, or contractual terms. All such rejected items shall be replaced or rectified by the contractor at no additional cost to KWML, within the specified timeframe. In case of complete failure to deliver or perform as per the contract requirements, KWML shall have the right to terminate the contract and encash the Performance Bank Guarantee (PBG), in addition to pursuing any other remedies available under law or contract.**

## **28. RESPONSIBILITY FOR COMPLETENESS**

- a) Goods supplied must meet the specification at the place of delivery.
- b) All the charges incurred towards man-power, materials, equipments, consumables transportation and making the goods useful at the place of installation shall be borne by the successful bidder.

## **29. INDEMNITY**

- a) The prices stated are to include all rights (if any) of patent, registered design or trade mark

and the Bidder shall at all times indemnify the Purchaser against all claims which may be made in respect of the Material for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against purchaser, the Purchaser shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

- b) The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

### **30. INSOLVENCY AND BREACH OF CONTRACT**

The Purchaser may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:

- a) If the Contractor being an individual or a firm: -. Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or.
- b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or.
- c) If the contractor commits any breach of the contract not herein specifically provided for.
- d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re purchase.

### **31. LAWS GOVERNING THE CONTRACT**

- a) This contract shall be governed by the Laws of India for the time being in force.
- b) Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued.

### **32. ARBITRATION**

. In case of any disputes arising between the purchaser and the bidder, the matter will be referred to the Arbitrator solely appointed by MD, KWML subject to provisions of Arbitrations and Conciliation Act, 1996. All the decisions made by the Arbitrator shall be final and binding to both the parties.

- a) Cost of Arbitration: The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.
- b) Jurisdiction of Courts: Where recourse to a Court is to be made in respect of any matter, the



jurisdiction shall be with courts in Kochi.

- c) Suspension of Work On Account Of Arbitration: There should be no impact on the ongoing supply of goods in case the matter is referred to Arbitration.

### **33. CORRUPT PRACTICES**

The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government for showing any favor or for bearing to show disfavor to any person in relation to the contract or to any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under SECTION IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 9. If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contracts, KWML reserves the right:

- i. not to award Contracts to such Bidder,
- ii. to cancel the Contracts, if already awarded. In case of cancellation, KWML shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the Tender Document. KWML shall also have the right to forfeit the Bid Security/ Performance Security of such Bidder, and
- iii. to ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

### **34. NON EXCLUSIVE**

KWML on its sole discretion reserves the rights to avail the similar services from other Service Providers/ others during the Contract period.

### **35. REPEAT ORDER /VARIATION:**

The quantity mentioned in the BOQ is indicative. The Purchaser reserves the right to increase or decrease the quantity offered by the successful tenderer. However the variation (including additional supply if any) is permitted upto  $\pm 25\%$  of the total contract value. The contractor shall submit invoice for the actual quantity of the work/material delivered/fixed, based on the certification from KWML representative against the unit rate quoted.

The successful tenderer is bound to accept the increase or decrease in the tendered quantity upto 25% under this clause as ordered at the time of placement of contract and/or during the currency of the contract. While operating this clause the quantity shall be rounded off to the next whole number. PBG/Security deposit may be confiscated by KWML if Contractor/supplier fails to execute according to this variation clause.

The Contract will also have a Repeat Order Clause, wherein KWML can order under the Contract within one year from the date of completion of supply under the original PO/LoA. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of KWML to exercise the Repeat order or not.

**36. Deleted**

## **SECTION 6 - SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **CONDITIONS GOVERNING THE CONTRACT**

The special conditions of contract contained herein shall be supplemented to the general conditions of the contract and in event of any conflict or inconsistency between them; Special conditions of the contract will supersede the General conditions of the contract.

<b><u>GCC CLAUSE NO:</u></b>	<b><u>SCC CLAUSE SUPERCEDING GCC</u></b>
2	Scope of work is detailed in SECTION 4 of this RFP
4	<p>GCC clause 4b shall be read as follows:</p> <p>The performance guarantee (Security) should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor. Failure of the successful Tenderer to submit performance guarantee within the specified period shall constitute sufficient grounds for the annulment of the award</p>
18	<p>The invoice must be submitted along with duplicate, after supply of items against Purchase Order. Invoice should contain bank details, name of the bank, Branch, IFSC code and PAN details, HSN/SAC code, suppliers GST no, and KWML GST No. 32AAICK8891J1ZZ and must be addressed to Kochi Water Metro Ltd, 4<sup>th</sup> Floor, JLN Metro Station, Kaloor – 682017. Vendor whose aggregate turnover in any preceding financial year (starting from 2017-18) exceeds Rs. 5 crores, has to mandatorily generate E-invoice. Hence, invoices submitted by vendors should be E invoices (i.e, Invoices electronically uploaded and authenticated with a unique IRN and digitally signed QR code). In case E invoicing is not applicable, E – Invoice exemption declaration form shall be submitted by vendor along with invoice. If the above-mentioned form cannot be filed due to non-enablement of e- invoicing as turnover is less than 5 Cr., proof of the same shall be submitted along with invoice.</p>

21.A	<p>The successful bidder shall furnish performance security/security deposit in the form of PBG/NEFT/RTGS transfer to KWML equivalent to 5% of the total contract price within 14 days of issuance of LoA/Work Order.</p> <p>In case the bidder is furnishing security deposit, the same shall be furnished as DD (in favour of Kochi Water Metro Limited (KWML), Ernakulam) or NEFT transfer. If payment made through NEFT proof of the same should be submitted.</p> <p>In case the bidder is furnishing PBG, the same shall be valid for 14 months from the date of issuance of LoA/PO/WO and should be as per the format mentioned in Appendix 6 of RFP.</p> <p>The PBG will be released within 60 days after the service period of 05 years/ completion of the contract period on the written request from the successful bidder/contractor/vendor. PBG/Security Deposit shall not bear any interest.</p>
25	<p>The Payment shall be made on acceptance of full quantity delivered based on the request from the firm. Payment after all statutory deductions and retention if any will be released against the submission of following documents:</p> <ul style="list-style-type: none"> <li>i. Invoice in original along with duplicate copy for the items supplied.</li> <li>ii. Acceptance of the items by the purchaser/ consignee.</li> </ul>
31	<p>Clause modified as follows:</p> <p><b>31. LAWS GOVERNING THE CONTRACT</b></p> <ul style="list-style-type: none"> <li>c) This contract shall be governed by the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.</li> <li>d) Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.</li> <li>e) The contract will be subject to the exclusive jurisdiction of the Courts at Ernakulam.</li> </ul>
32	<p>Arbitration clause not applicable for this contract. May be replaced as follows:</p> <p><b>32. DISPUTE RESOLUTION</b></p> <ul style="list-style-type: none"> <li>a) Any dispute or differences arising out of this Contract shall be settled amicably between the parties by way of mutual discussion, negotiation or Conciliation, as mutually agreed between the Parties.</li> <li>b) If such discussion, negotiation or conciliation could not resolve the dispute/differences within 30 days from the date of commencement of the proceedings, then the same shall fall only under exclusive jurisdiction of the courts at Ernakulam</li> </ul>

**APPENDIX 1 - TENDER INDEX**

The following tender index/check list is intended to help the tenderers in submitting offer, which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

<b>Documents</b>		<b>Enclosed Yes/No</b>
1.	Proof of Tender fee and EMD paid	
2.	In case EMD exemption required, A letter stating exemption of EMD with copy of valid MSE (bidders registered with UDYAM REGISTRATION PORTAL) certificate / certificate of registration from a Central purchase organization or the concerned Ministry/ DPIIT recognized startups.	
3.	Tender Index as per Appendix 1 of this tender document	
4.	Power of Attorney as per Appendix 2 or other relevant document as per clause 11, SECTION 2 of this tender document	
5.	Copy of Partnership deed or Company Registration certificate or AoA/MoA or Other deed of constitution	
6.	Schedule of compliance with technical specification as per Appendix 3 of this tender document	
7.	Schedule of deviation if any from Tender terms and conditions as per Appendix 4	
8.	Letter of proposal as per Appendix 5 of this tender document	
9.	Documents related to work experience pertaining to clause 13.a, SECTION 3 of this tender document	
10.	Documents pertaining to clause 13.b, SECTION 3 of this tender document and as per format Appendix 3 of this tender document	
11.	Undertaking that applicant is not blacklisted /debarred as per clause 13.c, SECTION 3 as per format Appendix 8 of this tender document	
12.	Duly filled company profile as per Appendix 7 of this tender document with necessary attachments requested	
13.	Any other documents relevant to this tender	

Place :

Date :

Name & Designation of Authorized Person

Signature :

Stamp

## **APPENDIX 2 - POWER OF ATTORNEY**

### **FORMAT A**

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized)

To know all men by these presents that, I, \_\_\_\_\_, holding the post of \_\_\_\_\_ and competent authority of \_\_\_\_\_ (the Bidder/Lead Member of the Joint Venture/Consortium) do hereby constitute, appoint, authorise and nominate ----- (Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the RFQ/ RFP/Tender No: \_\_\_\_\_, floated by M/s Kochi Water Metro Limited (KWML) for \_\_\_\_\_) including signing and submission of all the documents and providing necessary information/response to Kochi Water Metro Limited (KWML) and also to bid, negotiate and also to execute the contract, in case is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between ----- (the Bidder/Joint Venture/Consortium) and Kochi Water Metro Limited, if tender is awarded in favour of ----- (the Bidder / JV/Consortium), whichever is applicable.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of (the Bidder/ Joint Venture/Consortium).

IN WITNESS THEREOF, WE (the Bidder/ Lead Member of the Joint Venture/Consortium as previously mentioned) have executed these presents on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

For ---- (Bidder/ Lead Member)

Competent Authority

**FORMAT B**  
**Deleted**

**APPENDIX 3 - SCHEDULE OF COMPLIANCE WITH TECHNICAL SPECIFICATION OF  
ITEMS**

ITEM DESCRIPTION	Complied Yes/No	Remarks
<p><b><u>SECTION 4: Scope of work</u></b></p>		

**NB: Leaving this appendix blank will be treated as Compliance to the scope of work and technical specifications**

Place :

Date :

Name &amp; Designation of Authorized

PersonSignature :

Stamp



**APPENDIX 4 - SCHEDULE OF DEVIATION FROM TENDER TERMS AND  
CONDITIONS**

(Tender clause / section no)	DEVIATION IF ANY	REMARKS

**NB: Leaving this appendix blank will be treated as no deviation to the tender terms and conditions.**

Place :

Date :

Name & Designation of Authorized Person

Signature :

Stamp

**APPENDIX 5 - LETTER OF PROPOSAL SUBMISSION**

Bid for Implementation & Maintenance of Content Management Software and Related Hardware for KWML Vessels

To,

Chief Operating Officer (COO - KWML)

Kochi Water Metro Limited (KWML)

Reference: Tender for Implementation & Maintenance of Content Management Software and Related Hardware for KWML Vessels

Dear Sir,

We hereby submit our Bid for Implementation & Maintenance of Content Management Software and Related Hardware for KWML Vessels

DECLARATION: I/We hereby confirm having read and understood the tender documents and corrigendum/addendum if any and the requirements of work/supply under this tender. The information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from. I/We Agree to abide by all the terms and conditions of the tender documents.

Place :

Date :

Name & Designation of Authorized

PersonSignature :

Stamp

**APPENDIX 6 - PERFORMANCE SECURITY BANK GUARANTEE**  
**(for performance security)**

(To be printed on Non-judicial stamp paper of appropriate value)

This Deed of Guarantee made this the --- day of 20XX by ----- (Name of the Bank), having its registered office at -----, and one of its branches at ----- (Address of the Branch) (hereinafter called the Guarantor) in favour of Kochi Water Metro Limited (KWML), ----- (hereinafter called the beneficiary).

WHEREAS M/s. \_\_\_\_\_ (Name of the Contractor) having their address/ registered Office at \_\_\_\_\_ (Address of the Contractor's registered Office) (hereinafter called the "Contractor") was awarded contract for (supply / Erection / Supply & Erection / Work/others- specify the purpose) of \_\_\_\_\_ (Name of the material / equipment / work/others- specify) by Kochi Water Metro Limited (KWML), the "Beneficiary" and

WHEREAS a performance guarantee of Rs     /- has to be submitted by the Contractor, before undertaking the contract and

WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs. \_\_\_\_\_ (Amount as stipulated) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee which will be ----- days beyond the contract period) towards Performance guarantee amount payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, \_\_\_\_\_ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at \_\_\_\_\_ (Address of Bank's registered Office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and do hereby irrevocably undertake to pay immediately on demand, through our designated Branch in Kochi, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Contractor and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. \_\_\_\_\_ (amount as stipulated) (Rupees \_\_\_\_\_) (in words) on behalf of the Contractor. Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, \_\_\_\_\_ (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part thereof as the beneficiary may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the contractor and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said contract.

We, \_\_\_\_\_ (Name of the Bank) further agree with the beneficiary that the beneficiary will have the fullest liberty without our consent and without in any manner affecting our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time for performance of the contract by the contractor or

to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of the terms and conditions of the contract and that we shall not be relieved from our liability by reasons of any such variation or extension or forbearance or postponement or omission or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision, have resulted in relieving us.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ (mention here the date of validity of Bank Guarantee), unless extended on demand by the beneficiary. The Guarantee shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the Contractor or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded in the contract with or without our knowledge or with or without consent by or between the Contractor and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (amount as stipulated) (Rupees \_\_\_\_\_ (in words)). Our Guarantee shall remain in force till \_\_\_\_\_ (---- days after the date of validity of the contract). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date should be at least one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

**Place:**

**Signature of the Bank's Authorized  
Signatory with Official Seal**

**Date:**

**APPENDIX 7 - COMPANY PROFILE**

No.	DETAILS	
1	Title	Company/Firm/Individual/HUF/Partnership/Others (Others-Please specify)
2	Name of Bidder (with city and postal code)	
2	Address with telephone, e-mail, fax number & the name(s) of the contact person(s)	
3	GST ID State of registration (attach GST Registration certificate)	
4	PAN DETAILS (attach documentary proof duly attested)	
5	BANK DETAILS (Attach cheque copy) Name of Bank Name of Branch IFSC Code Account Number Address of Bank	

NB:Duly filled company profile along with cheque copy, PAN card copy and GST certificate to be scanned and uploaded as a single document

Place :

Date :

Name & Designation of Authorized  
Person

Signature :

Stamp :

**APPENDIX 8 - LETTER OF UNDERTAKING**

To,

COO (KWML)

Kochi Water Metro Limited (KWML)

This is to certify that M/S.....a  
reputed and certified Company/firm/Sole proprietorship firm for Implementation & Maintenance  
of Content Management Software and Related Hardware for KWML Vessels has NOT been Black  
listed /Debarred by any Government undertaking /semi Government/ Govt. Controlled Institutions  
/projects /Reputed private organizations in India or Abroad.

If it is found at any stage of the tender processing or after the award of the contract that, we are  
Blacklisted/Debarred by any organization as mentioned herein above, KWML reserve the absolute  
right to take appropriate action against us, including but not limited to the termination of the award  
of tender or initiating legal proceedings against us.

Place :

Date :

Name & Designation of Authorized Person

Signature :

Stamp: