



**E- TENDER CUM AUCTION NOTICE FOR LICENSING OF
SEMI NAMING RIGHTS IN KADAMAKUDY WATER METRO
TERMINAL**

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LICENSING OF SEMI-NAMING RIGHTS IN KADAMAKUDY WATER METRO TERMINAL

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DISCLAIMER

The information contained in this E-Auction/Tender or subsequently provided to Bidder/ s, whether verbally or in documentary form by or on behalf of Kochi Water Metro Limited (“KWML”) is provided to Bidder(s) on the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided.

This Auction Document is neither an agreement nor an offer and is only an invitation by KWML to the entities who are qualified to submit their Bids (Bidders) as stated in the Notice Inviting Bid.

The purpose of this E-Auction/Tender Document is to provide the Bidders with information to assist the formulation of their bid.

This Auction Document may not be appropriate for all persons, and it is not possible for the KWML, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Auction Document.

KWML advises each bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Auction Document and where necessary obtain independent advice from appropriate sources.

The KWML, their employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever under any law, statute, rules or regulations in any manner whatsoever as to the accuracy, reliability or completeness of the information provided in this Auction Document.

KWML may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this E-Auction/Tender Document.

KWML reserves the right not to proceed with the work, to alter the time table reflected in this document or to change the process of procedures to be applied for selection of bidder.

No reimbursement of cost will be made to bidder of any type whatsoever paid to persons, or entities, expressing interest in the work.

The profile for all the sections of water metro project, including terminals, enclosed with the bid is indicative and only for general information of the bidders and may undergo changes/ revisions.

1. EXECUTIVE SUMMARY

1.1. INTRODUCTION:

- 1.1.1. Kochi Water Metro Ltd (KWML) is a JV of GoK and Kochi Metro Rail Ltd (KMRL). Kochi Water Metro project envisages the development of 15 identified routes connecting thirty-eight (38) jetties across ten (10) island communities along a network of routes that span 76km with a fleet of 78 fast, electrically propelled hybrid ferries plying to 38 jetties. More than 1,00,000 islanders are expected to benefit from the water metro for their day-to-day transportation requirements. It is envisaged to be a socially inclusive transport system rather than being just a transport service with focus on improved livelihoods through commercial property development and major tourism based growth of islands by ensuring the connectivity as the backbone.
- 1.1.2. KWML intends to license semi-naming rights of its Water Metro Terminals to entities. KWML is interested in associating with Companies/Institutions/Advertising agencies who are looking for a novel approach to engage their target demographics by taking semi- naming rights at Kochi Water Metro Terminals. These types of advertisements offer a great chance to advertisers to create awareness about their products offering exclusive brand visibility and are one of the most impacted means of brand promotion.
- 1.1.3. KWML has adopted an e-Tender cum auction bidding process for selection of a suitable highest bidder to grant the license.

1.2. KEY DETAILS:

1	Tender Number	KWML/PROC/TENDER/AR/2025-26/08
2	Tender Type	e-Tender cum Auction
3	Date of Issue of Bid Documents	13.03.2026
4	Cost of TENDER/ Bid documents	Rs.5,000/- plus 18% GST + Applicable Processing fee shall be paid at the e-tender portal www.etenders.kerala.gov.in only.

5	Bid Security	Rs.30000/- Shall be submitted as DD/Online through E-Tender portal, online transfer to KWML account Udyam Registration/NSIC certificate etc will not be accepted as Exemption for tender security/Tender fee.
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6	Contract Period	2 Years (Extendable for one more year)
7	Bid Documents on sale	www.kochimetro.org/tenders www.watmetro.co.in/tenders https://www.etenders.kerala.gov.in
8	Pre-Bid Date	19.03.2026 @ 12.00 Hrs Online Prebid meeting link: https://meet.google.com/zev-azbc-gec
9	Last Date for submission of queries/ clarification	21.03.2026 @17:00hrs
10	Last Date for replies to queries/ clarification	26.03.2026 @17:00hrs
11	Bid submission start date	28.03.2026 @11:00hrs
12	Last date and time of bid submission	08.04.2026 @17.00Hrs
13	Date and time of opening of Bids	10.04.2026 @15.00Hrs
14	Address to which sealed Bids (Only Stamp paper documents) to be delivered by hand or couriered	Chief Operating Officer (Water Metro) Kochi Water Metro Ltd First Floor, Operation Control Centre Building, Near Vyttila Hub, Vyttila, Ernakulam, Cochin- 682019

15	Email id for seeking clarification	procurement@watermetro.co.in
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1.3. OBJECTIVE:

- 1.3.1 To augment the Non-Fare Box Revenue by granting license for semi naming in Kochi Water Metro Terminals.
- 1.3.2 Terminal Semi naming is one of the very special and impactful means of branding opportunity in Kochi, in which the brand/company name will be added as a suffix/prefix to the existing terminal name there by offering a great chance for advertisers to create awareness about their products offering brand visibility.
- 1.3.3 Provide a platform for brands to promote their products through value added advertisement opportunity.

2. SCOPE OF THE CONTRACT:

2.1 Deliverables to the Licensee

- 2.1.1 The Licensee gets an opportunity to co-brand the Terminal by displaying their company or brand name along with the water metro Terminal name as prefix/suffix. Brand name along with Terminal name can be displayed at in portal of entry/exit structure, and on the terminal building with similar dimensions of the terminal name (as approved by KWML). For example, if bidder has selected Kadamakudy Terminal and brand name to be exhibited along with terminal name as “ABCD”, then name can be displayed on the entry/exit of Kadamakudy Terminal as “ABCD Kadamakudy / Kadamakudy ABCD” (The name suggested by the licensee shall be constant for atleast 1 year).
- 2.1.2 Terminal name announcements will include the brand name during the license period.
- 2.1.3 Licensee will get a kiosk space (max 60 Sq.ft) inside the terminal to display their products/services.
- 2.1.4 Licensee can conduct commuter engagement events (monthly one event) with prior approval for each event from KWML.
- 2.1.5 The advertisement spaces include inside and outside wall spaces of the terminal building, effective floor and roof space inside terminal, Toilets (staircase, lifts, escalators, if available). The exact location and dimensions for advertisement spaces inside and outside Terminal will be finalized after joint inspection and mutual acceptance. All the advertising sites and formats proposed by the Licensee are subject to approval by KWML operational feasibility, aesthetics, safety and security concerns. KWML reserves its right to modify the plan of sites or location of sites and the display size proposed and accepted. The spaces will be decided based on the spaces not occupied by KWML’s PPP partner brands, at the sole discretion of KWML.
- 2.1.6 The exclusive semi-naming rights will apply solely to the terminal building, covering interior and exterior wall spaces, effective floor and roof space inside terminal, and toilets (staircases, lifts, escalators, if available).
- 2.1.7 If required, licensee can take additional area for outdoor/ roof-top advertising/ branding within the terminal premises, including parking areas, at an additional cost, subject to technical feasibility and prior approval from KWML. If the Licensee opts for such outdoor/roof top advertising/branding, it shall be charged additionally at ₹120/- per sqft per month (taxes extra). In cases where KWML does not approve any proposed location, the Licensee shall not be entitled to any reduction in the license fee or to raise any claims against KWML.

2.2 License Period:

- 2.2.1. Initial license shall be for 2 years, which can be extended for another one more year on request of the Licensee and after evaluation and mutual agreement. There shall be a lock in period of

01 year 6 months, from the date of commencement of license period. In case the licensee wishes to terminate the contract within the lock-in period, in addition to the license fees paid, the security deposit also shall be forfeited fully by KWML.

2.2.2. Any extension shall be at the sole discretion of KWML, and cannot be claimed as a matter of right by the Licensee. The Licensee shall be obliged to pay the License Fee and all other payments, as per the terms of the Tender and comply with all the terms and conditions of the License Agreement during the period of license.

2.2.3. Commencement of License period will be from completion of 60 days of fitment period from the date of issue of handing over letter by KWML.

2.3. Obligations of the Licensee:

2.3.1 The Licensee shall design, procure, manufacture, fabricate, install, commission the advertisement material/media/inserts/boards, and manage, operate the approved advertising spaces in the Water Metro Terminal at their own cost. The final layout will be approved by KWML.

2.3.2 All costs involved in the procurement/fabrication, installation, operation and maintenance cost of various advertisement mediums/ cobranding activities, subject to set out terms and conditions, shall be borne by the Licensee.

2.3.3 At the end of the license period, the Licensee should remove the advertising media at their own cost within 15 days. If there is any damage of the space or any property of KWML, while removing the advertisement media, the Licensee has to pay the charges for rectifying the damage and the area should be handed over back in “as it was” condition.

2.3.4 Designing, setting up and installation of the display boards along with any electrical wiring shall be arranged by the Licensee at their own cost to offer a pleasing ambience, best standard to Water Metro terminals. Licensee shall use slim boards to match the existing aesthetics of the water metro terminals, after obtaining prior approval of KWML in the allotted space. Electrical points/ connections required for the panels/ boxes for exhibiting advertisements to be arranged by the licensee, KWML will supervise the installation. [It is preferred that 75% of advertisement boards be digital boards/panels].

2.3.5 All statutory clearances and statutory payments will be under the scope of licensee which is detailed in the General conditions of the contract. All statutory taxes, statutory dues, local levies, Service tax, GST etc. as applicable to the License from time to time, shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Licensee shall indemnify KWML and its officials from any claims that may arise from the statutory authorities in connection with this License. Licensee shall obtain all approvals, permits etc. for exhibiting of advertisements from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at their own cost.

2.3.6 Payment of stamp duty and registration fees, if any, for execution of License agreement shall be borne by the licensee.

2.3.7 Objectionable material display will not be permitted. KWML also reserves the right not to allow any advertisement of certain commodities.

2.3.8 All works, repairs, maintenance inside water metro terminal are to be done in the non-revenue hours.

2.3.9 The semi-naming rights will be for the entity to which the license is granted and no subletting or sub licensing of the rights will be allowed under any circumstances. In case the successful bidder/Licensee is an Advertising Agency, the license shall remain with the Agency throughout the License period, and they can suggest the Brand name, subject to the condition that change of name will not be allowed unless at least 01 year has elapsed with the same name. In case of change of name during the contract period, the replacement of corresponding signages and the complete cost of effecting changes and initial placement/replacement of inventory shall be borne by the Licensee.

2.3.10 Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/KWML, to ensure safety of KWML commuters. Licensee will also do the maintenance of all advertisement panels so fabricated and installed and shall be solely

responsible for ensuring stability/safety of the structure and shall keep KWML indemnified against any untoward incident/accident due to these panels/structures.

2.3.11 In case of accident caused due to negligence of the Licensee resulting into injury/death to KWML employees/other users/any person or loss to KWML's property, Licensee shall compensate the loss(es), without prejudice to any other action that is liable to be initiated under this Agreement at the sole discretion of KWML, including termination of Agreement. During the execution of Civil/Electrical works, Licensee shall ensure insurance coverage for their workers/contractors.

2.3.12 Electrical points/connections required for the panels/boxes for exhibiting advertisements to be arranged by the licensee, KWML will supervise the installation. Moreover, the electricity charges to be paid in actuals on commercial tariff as fixed by KSEB, needs to be borne by the licensee.

2.3.13 The Licensee shall indemnify KWML from any claims that may arise from the statutory authorities or any third parties in connection with this License at any point of time during the pendency of the license.

2.4. ELIGIBILITY:

2.4.1 The prospective bidder must conform to the pre-qualification criteria given below and shall attach proof of documents for each of the qualifying requirements. Bidders who do not qualify the eligibility criteria shall not be considered for further evaluation. Bids without adequate supporting documents shall be treated as non-responsive.

2.4.2 In case of JV, Lead partner must have a minimum of 51% participation in the JV. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV. In case of JV, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

Sl No	Criteria	Proof to be submitted
A	A1. The bidder shall be a legal entity (Proprietorship or Private Limited Company / Limited Company / Limited Liability Partnership / Partnership Firm / or any legal entity registered under the relevant Act in India). A2. JV is allowed (max no. of members in JV – 2). In case of JV, both the constituents shall be legal entities as specified above.	A1. Registration Certificate or Certificate of Incorporation or Deed of Constitution or equivalent. A2. In case of JV – a) proof for all the substantial constituents shall be submitted b) Joint venture Agreement shall be submitted.
B	Financial Standing: Minimum average annual turnover for Last 3 financial years ending in March 2025 shall be Rs. 15 Lakhs In case, the bidder is having business of less than 3 years, the average turnover of the available years will be calculated. In Case of JV –turn over will be calculated as mentioned below If Member – 1 has percentage participation = M and Member – 2 has percentage participation = N, and the average annual turnover of Member – 1 be 'A' and that of Member – 2 be 'B', then, Average Annual Turnover of the tenderer = $(AM+BN)/100$	•Audited financial statements for those Financial Years, duly certified by a Chartered Accountant along with Annexure-8

C	Bidder shall not have defaults on any bank/institutions' loans in the past — (In case of JV, both constituents shall meet the criteria)	The undertaking to be submitted by the bidder and shall be duly certified by a Chartered Accountant
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2.5. SELECTION PROCESS:

The successful bidder will be selected through an e-tender cum auction process. A minimum base reserve price is proposed for the Water Metro Terminal and is detailed in Clause 2.6, and every bidder has to quote above the Base Price. The bidders can quote for the desired water metro terminal on or before the last date for submission of Tenders. The financial bid shall be followed by e- auction. The highest rate quoted in the financial cover of the E-Tender process will become the minimum base price for Auction. The bidder quoting the highest “license fee” at the end of the e-Auction process will be declared as the H1 bidder/successful bidder. The successful bidder (hereinafter called as “licensee”) in the E-Tender cum Auction will be awarded the license. If any bidder failed to participate in auction, the quote in financial bid will be taken as its final bid for evaluation.

2.6. Base Reserve Price:

1	Kadamakudy Water Metro Terminal	Rs.15 Lakhs per annum
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* Base reserve price is for the E-Tender. Only those who participates in the E-Tender shall be eligible to participate in the E-Auction. For the E-Auction, the starting rate shall be the highest of the rates obtained in the E-Tender.

2.7. Escalation:

The License Fee shall be escalated by 5% on completion of every year of license period, on compounding basis, including extended contract period.

2.8. FINANCIALS:

2.8.1 SECURITY DEPOSIT (SD): The selected Bidder shall submit Interest Free Security Deposit to KWML for an amount equivalent to 25% of the annual license fees, either through Security Deposit in the form of Bank Guarantee or through online transfer, within 21 days of the Letter of Award. (The complete details of SD is detailed in the General Conditions of Contract).

2.8.2 LICENSE FEE: The licensee shall pay yearly advance license fee.

2.9. BILLING CYCLE:

2.9.1 After selection, Letter of Award (LOA) shall be issued, by KWML to the Selected Bidder and the Selected Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA as token of acceptance of LOA and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, KWML may, for reasons to be recorded in writing either permit extension of time for submission thereof, or forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

2.9.2 Billing shall commence from the end of fitment period or completion of works of licensee, whichever is earlier. If any delay in taking over is attributable to the licensee, the date will be calculated from the date on which, the Licensor expresses willingness to hand over. Billing will be done on advance yearly basis.

2.10. Fitment Period:

After handing over, the Licensee shall be provided with a fitment period of a maximum 60 days and the billing will start from the end of such fitment period or completion of works of licensee, whichever is earlier. Any extra scope or space inside /outside terminal added later beyond the initially handed over area will not have separate fitment period time and invoice will start on the handover date of such additional area, if any, as per the billing policy.

2.11. The brands associated with following products and services will not be considered for semi naming rights:

☐	List of negative products/services
☐	Products/services propagating or resembling racial, caste, community or ethnic differences
☐	Drugs, alcohol, cigarette or tobacco items
☐	Products/services having sexual overtone
☐	Products/services related to animal cruelty
☐	Lottery tickets, sweepstakes entries and slot machines and related products
☐	Weapons and related items (such as firearms, firearm parts and magazines, Ammunition, explosives items etc.)
☐	Products/services linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies Act, 1954, the Indian Penal Code, 1860;
☐	Any other name specifically disallowed by KWML

3. Instructions to Bidders

3.1 General

- 3.1.1 The intending Bidders must read the terms and conditions carefully and should only submit his Bid, only if the bidder considers itself eligible to participate in the Tender cum Auction and it is in possession of all the required documents.
- 3.1.2 The Company/Institution/Advertising agency or any other legal entity participating in the E-tender cum auction for each Terminal shall be referred herein as “Bidder” for the particular terminal. An entity can bid for any number of water Metro terminals, and EMD shall have to be paid separately for each Terminal.
- 3.1.3 The bidder is required to examine carefully all the contents of the e-Tender cum Auction Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of Auction Document will be at the Bidder’s own risk & responsibility.
- 3.1.4 Bidders need to register and download application from the Kerala e-tenders portal <https://etenders.kerala.gov.in>.
- 3.1.5 Further, corrigendum/ addendum, if any, issued to the Auction document shall be made available at www.kochimetro.org ; www.watermetro.co.in; <https://etenders.kerala.gov.in>
- 3.1.6 The bidder shall be a legal entity having its registered office in India.
- 3.1.7 Consortium is not allowed.
- 3.1.8 Bid and all other related documents are to be submitted in English. Supporting documents in other languages (if any), should be translated in English and certified copy of translation shall be submitted along with copies of original.
- 3.1.9 All costs for site visits, obtaining information/ data and preparation/ meetings, etc. in relation with Bid submission shall be borne by the licensee.
- 3.1.10 Bid purchase fees of Rs.5000/- + 18% GST +Applicable Processing fee to be paid in online through <https://etenders.kerala.gov.in>
- 3.1.11 All documents are requested to be submitted along with Bid as mentioned in “Documents to be submitted” clause in this document. Incompleteness of the documents, as required may lead to the rejection of Bidders.
- 3.1.12 E-Tender cum auction will be evaluated in two (2) stages. Financial bid of only those bidders, who are technically qualified will be considered for selecting the highest bidder.
- 3.1.13 A Bid with NIL consideration will be summarily rejected.

3.1.14 KWML reserves the right to verify all the credentials of the Licensee and inspect their antecedents etc. to satisfy themselves about their performance and capability to complete the contract satisfactorily. If any of the data furnished or details submitted is found to be false/ against facts, KWML reserves the right to forfeit Interest Free Security Deposit or Bid Security whichever is applicable.

3.1.15 **Instruction to the Tenderers regarding E-Tender cum Auction Process**

Refer Annexure 11

3.2 Bid Security / Earnest Money Deposit (EMD).

3.2.1 The Bid Security as mentioned in the Key Details shall be remitted by each Bidder and will be accepted only in the following forms.

Payment shall be made online through NEFT/RTGS/Demand Draft 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. Online through E-Tender portal

3.2.2 Any deviation in Bid Security with regards to amount validity form and format shall be considered as material deviation and will not be considered.

3.2.3 EMD will be forfeited by KWML:

- a. If a Bidder withdraws the proposal or vary the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Security deposit/ Performance Bank Guarantee (as applicable) in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP
- c. During the Bid process, if a Bidder indulges in any act, which may jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d. If the bidder fails to accept arithmetical errors
- e. If any bidder backs out after KWML has accepted his bid, it will be considered as default and the EMD will be forfeited by informing the bidder as having done so.

- 3.2.4 The decision of KWML regarding forfeiting of EMD shall be final and binding on the Bidders & the decision shall not be called upon in question under any circumstances.
- 3.2.5 EMD shall be valid at least for a period of 135 days from the date of closing of the bid and shall be extended as per the request from KWML.
- 3.2.6 The Earnest Money Deposit will not bear any interest.

3.3 Discharge of Bid Security of Unsuccessful Bidder(s)

- 3.3.1 The Bid Security of the unsuccessful Bidders shall be returned as promptly as possible upon finalizing the tender process or after 30 days of opening financial bid whichever is earlier. In case of two packet or two stage bidding, If the bidder was disqualified in technical evaluation, it shall be returned after 30 days after approval of technical evaluation report.

3.4 Discharge of Bid Security of Successful Bidder

- 3.4.1 The Bid Security of the Successful Bidder(s) for respective water metro terminal shall be discharged only after the successful bidder(s) furnishes the Interest Free Security Deposit as required.
- 3.4.2 If the Successful Bidder fails to furnish the Interest Free Security Deposit within stipulated time, then the Bid Security shall be liable to be forfeited by KWML. In addition, KWML may also initiate legal action against such successful bidder to claim damages/compensation in case he/she is backing out after awarding of the contract.

3.5 Bid Validity

- 3.5.1 The Bid shall remain valid and open for acceptance for a period of 90 days (Ninety Days) from the last date for submission of the Bid ("Bid Validity") and to be extended as per the request from KWML.
- 3.5.2 In exceptional circumstances, prior to expiry of the original Bid Validity period, KWML may request the Bidder for extension in the period of validity for a specified additional period. A Bidder may refuse the request without becoming liable for forfeiture of Bid Security. However, a Bidder agreeing to the request of extension in the Bid Validity period will be required, in accordance with Clause 3.2.5 hereof, to extend the validity of its Bid Security suitably. Moreover, the Bidder agreeing to the request will not be permitted to modify its Bid.

3.6 Format and Signing of Bid

- 3.6.1 The Financial Bid should be as per the format in e BOQ only.
- 3.6.2 The Bid shall be prepared and shall be signed by the Bidder or a person or persons, duly authorized to bind the Bidder to the Contract. The 'Letter of Authorization' shall be authenticated by written 'Power- of- Attorney / Board resolution (if the bidder is a company) accompanying the bid. The person or persons duly authorized for signing the Bid, shall initial all pages of the Bid including supporting documents. Each page of the Bid must be numbered. The Power of Attorney, duly stamped and signed by the attorney and shall be in the format as provided in Annexure 1 hereof.
- 3.6.3 If the owner of DSC who uploads the document is different from the authorized person to sign the document, a separate authorization letter must be submitted authorizing the DSC holder to upload and submit the bid.

3.6.4 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

3.6.5 All prices and other information having a bearing on the price shall be written both in figures and words.

- a. 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;
- b. 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
- c. 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 (a) and (b) above.
- d. Tenderers 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.

3.7 PREPARATION OF BID

- 3.7.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.7.2 The Bidder shall go through the E- tender cum Auction advertisement and the E-tender cum Auction document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.7.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.7.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 3.7.5 Clarifications
 - 3.7.5.1 Queries can be e-mailed to procurement@watermetro.co.in or uploaded in <https://etenders.kerala.gov.in> website, KWML shall endeavor to respond to the queries within the period specified therein. The KWML will post the reply to all such queries on the official website.

- 3.7.5.2 The KWML reserves the right not to respond to any questions or provide any clarifications, at its sole discretion, and nothing in this clause shall be construed as obliging the KWML to respond to any question or to provide any clarification.

3.8 Deadline for Submission of Bid

- 3.8.1 Bids complete in all respects, must be uploaded as per provisions of the 'Key Details', not later than the time and date indicated therein. KWML may, at its discretion, extend this deadline for the submission of Bids by amending the Auction Document (by issuing Corrigendum) and in that case, all rights and obligations of KWML and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended. Corrigendum, if any shall be published only in the website and the bidders shall take note of the same.
- 3.8.2 Only the documents taken in non-judicial stamp paper and notarized documents shall be submitted in originals to KWML's registered office before the deadline mentioned in key details.

3.9 SUBMISSION OF BIDS

- 3.9.1 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3.9.2 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the documents physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 3.9.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price shall not be mentioned anywhere in the technical bid. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidders. Bidders are required to download the BoQ file, open it and complete with their respective financial quotes and other details (such as name of the bidder). Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 3.9.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

3.10 Right to Accept Any Bid and to Reject Any or All Bids

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

3.11 Late / Delayed Bid

- 3.11.1 Any Bid received after the deadline for submission of Bids will be liable to be rejected. No further correspondence on this subject shall be entertained by KWML.

3.12 Modification and Withdrawal of Bid

- 3.12.1 Except where expressly permitted by these Instructions, the Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by KWML and submitted by the Bidder with or as part of his Bid.
- 3.12.2 No Bid shall be allowed to be modified by the Bidder, after the deadline for submission of Bids.
- 3.12.3 Withdrawal of a Bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid, or misrepresentation of documents, data submitted in Bid submission shall result in the forfeiture of the Bid Security.

3.13 Bid Opening

- 3.13.1 The Technical Package of all Bidders who have submitted a valid Bid Security and cost of Bid/RFP Document shall be opened on stipulated date and time at e-tendering web portal <https://etenders.kerala.gov.in> Bidders may visit web-site <https://etenders.kerala.gov.in> to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the KWML, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
- 3.13.2 On opening of the Bid, KWML will first check the cost of Bid/Auction Document and Bid Security through online mode by cross verifying with the hard copy submitted.
- 3.13.3 If any observations are made by KWML, a note will be recorded accordingly by the Bid Opening Authority as deemed necessary.
- 3.13.4 The digitally signed Financial Bid which Bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial Bid of only those Bidders whose submissions are found substantially responsive and eligibility compliant to the tender conditions will be opened. The time of opening of Financial Bid shall be informed through website only. Bidders can visit to website <https://etenders.kerala.gov.in> for further information.
- 3.13.5 To facilitate evaluation of Bids, KWML may or may not, at its sole discretion, seek clarifications in writing/ e-mail from any Bidder regarding its Bid

3.13.6 Only those responsive bidders who had submitted E-Tender (Financial Bid) shall be eligible to participate in the E-Auction at the stipulated time.

3.13.7 The starting price for E-Auction for a particular Water Metro Terminal shall be the highest of the bid received for the respective Terminal.

3.13.8 The successful bidder for a particular Water Metro Terminal shall be the highest bidder in the E-Auction for the respective Terminal.

3.14 Determination of Responsiveness.

3.14.1 KWML will determine whether each Bid is responsive to the requirements of the Tender cum auction document.

3.14.2 Only those Bids determined to be responsive to the requirements of the Tender cum auction document shall be evaluated.

3.14.3 The bidder must bid after confirming all the conditions of Bid; partial or conditional bidding would disqualify the bidders.

3.14.4 Prior to evaluation of Bid/conduct of Auction, 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.

3.14.5 Proposal shall be considered responsive only if:

- a. The Bid is received in the form specified at Annexure 4.
- b. It is received by the Proposal submission due date.
- c. It is accompanied by the Bid Security as specified and tender purchase cost.
- d. Bidders have submitted all Documents in specified format as mentioned in Clause 4.
- e. It is otherwise not non-responsive in terms hereof.
- f. The Bidder quotes an amount that is greater than or equal to the minimum reserve price.

3.15 Evaluation of Financial Bids

3.15.1 The highest rate offered among the technically qualified bidders shall be taken and set as the minimum base price/starting price for auction for the respective Water Metro Terminal.

3.15.2 E-Forward Auction shall be conducted in the stipulated time and the bidder with highest rate offered at the time of completion of auction will be taken as the successful bidder for the respective Water Metro Terminal.

3.16 Process to be Confidential

- 3.16.1 After the opening of Bids/completion of Auction, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

3.17 Notification of Award

- 3.17.1 Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a Letter of Award sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.

3.18 Payment Terms for Semi- Naming Rights

- 3.18.1 The licensee shall be liable to pay to KWML the amount of Total License Fee for the contract period along with the applicable taxes, as per the following table. The final quoted amount of the successful bidder shall be the annual License fees applicable for the first year of License. The payment will be on advance yearly basis. License period can be further extended by a maximum period of 01 year based at the discretion of KWML, with a 5% escalation in the license fee applicable at that time.

The license fee as per the below payment schedule, is exclusive of all applicable taxes/GST, which shall be payable by the Licensee along with the License fee.

Stage of Activity	Time Period
Payment of Interest Free Security Deposit and 1st year advance license fee and applicable GST to KWML by licensee.	Within 21 days of issue of Letter of Award. Normally no extension will be given. Final decision regarding grant of extension, if any shall be with the Competent Authority of KWML.
Handing over date of site	KWML will hand over the site, post receipt of security deposit and first year advance license fees (post completion of works if any, in the scope of KWML)
Signing of License Agreement	License agreement shall be executed on or before the date as mentioned in the LOA at the time of handing over of site or any such date as approved by KWML.
License period	The License Period shall be for 02 years. Commencement of license period will be from completion of 60 days of fitment period from the date of issue of handing over letter by KWML. License can be further extended by a maximum period of 01 year based at the discretion of KWML, with a 5% escalation in the license fee applicable at that time.
Commencement of KWML Billing of Annual License Fee	First year License fees shall be paid on or before the stipulated time, and the site shall be handed over only after the payment. The License fee applicable for the subsequent years shall be paid on the anniversary of the handing over date. Actual consumption charges for energy/water (if any) is payable to KWML during the License period

- 3.18.2 If the successful bidder fails to pay the required amount as mentioned in Letter of Award (LOA), the LOA shall stand cancelled and amount of bid security shall be forfeited by KWML. The bidder shall not be entitled to seek any claim, compensation, damages or any other consideration, whatsoever on this account. Only on the payment of amount, the site (for naming, installation etc) will be handed over and License agreement executed.
- 3.18.3 Any default in the payment of license fees for the balance years or default in payment of electricity/water charges (if any) shall be treated as breach of contract and will attract 12% delayed period interest. If the payment is delayed for more than 30 days, the Interest Free Security Deposit will be forfeited by KWML and the License will be terminated by giving 15 days' notice.

3.19 Amendments

- 3.19.1 KWML may modify the bid document by issuing an addendum/ corrigendum before last date of submission of the Application. Any addendum/ corrigendum thus issued shall be part of tender document and shall be uploaded on KWML website and Kerala e tenders portal (www.watermetro.co.in, <https://etenders.kerala.gov.in>). The applicants are advised to check the website before submission of RFP. KWML may at its sole discretion, extend the last date of submission of application.

4. Documents to be submitted along with the Bid

- 4.1 Power of attorney as per Annexure 1
- 4.2 Receipt of Tender fee
- 4.3 Receipt of EMD
- 4.4 General information of the bidder on company letter head, as per Annexure 7
- 4.5 Documents as per Clause 2.4 (Minimum Eligibility Criteria).
- 4.6 Balance sheet, profit & loss, income statement certified by Chartered Accountant along with Annexure 8
- 4.7 Undertaking by Bidder duly certified by Chartered Accountant that Bidder does not have defaults on any bank/institutions' loans in the past
- 4.8 Technical bid proposal on company letter head, as mentioned in format in Annexure 4
- 4.9 Declaration on company letter head, as per Annexure 5
- 4.10 The bank details of the bidder on company letter head.
- 4.11 Financial Bid submission as per Annexure 6
- 4.12 Signed and sealed RFP (all pages), Annexures, addendum, corrigendum, drawings (if any) etc.
- 4.13 Authorization letter for DSC holder
- 4.14 All the supporting documents as requested in the E-Tender cum Auction document.

5. General Terms and Conditions

5.1 Terms of license

- 5.1.1 Tenure of License Agreement shall be 02 (Two) years from completion of 60 days of fitment period from the date of issue of handing over letter by KWML (for naming, installation etc), extendable by another 01 year, unless otherwise terminated by KWML or surrendered by the Licensee.
- 5.1.2 Extension of License Agreement is not a matter of right of the Licensee. In case any such extension of license period is required, the licensee shall submit an advance written request to the licensor at least 90 days prior to the expiry of current License. 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, and the giving of such notice shall not itself constitute a termination of this agreement. In case Licensee requests for extension, KWML at its sole discretion will be taking a decision and stipulating terms and conditions of the extended license, and if acceptable to the Licensee.
- 5.1.3 There shall be a lock in period of 1 year 6 months from the date of commencement of license agreement. In case the licensee wishes to terminate the contract within the lock-in period, in addition to the license fees paid, the security deposit also shall be forfeited fully by KWML.
- 5.1.4 The licensee shall have the option of surrendering the license after completion of 1 year 6 months lock-in period by giving two months' advance notice, without losing security deposit provided up to date License fees is duly paid. Thus the notice for surrender without losing security deposit can be given at the earliest, after completion of 1 year 6 months of license period. However, for enabling non-forfeiture of security deposit, there shall not be any arrears of license fees as per the schedule given in 3.18.1. In case of arrears, the license fees shall be adjusted from the security deposit, and the balance if any would be recovered from the licensee. The License fee deposited by the licensee as per payment schedule shall not be refunded by KWML on any circumstances.
- 5.1.5 If the Licensee is desirous of terminating the license hereby created, before expiry of the lock-in period of the license, the agreement shall deemed to be terminated on the date of receipt of termination / surrender notice in KWML. In such cases, the Interest Free Security Deposit shall be forfeited fully. The License fee deposited by the licensee as per payment schedule shall not be refunded by KWML under any circumstances. Outstanding dues if any including license fees as per payment schedule shall be paid by the licensee before vacating, and in case of default, it shall be legally recoverable.

5.2 Operation & Maintenance of Licensed Spaces advertisement

- 5.2.1 Licensee shall understand and confirm that the premises and panels/advertisements spaces shall at all-time belong to KWML, and no interest in the same shall be created by the Licensee. The Licensee also agree not to sub license, lease, sub lease or part with, partially or fully in any form, the panels/advertisement spaces. The licensee can advertise only their own brand/s at the advertising space.
- 5.2.2 Licensee agrees to keep and maintain the advertisement media/panel, etc. in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced

immediately with new proper structure after due certification from reputed agency/KWML, to ensure safety of KWML commuters. Licensee will also do the maintenance of all advertisement panels so fabricated and installed and shall be solely responsible for ensuring stability/safety of the structure and shall keep KWML indemnified against any untoward incident/accident due to these panels/structures.

- 5.2.3 The advertising rights for panels for which license is given will vest with the licensee only. At no time, subletting of rights for advertisement to other advertising agencies/outdoor agencies or out of home advertising agencies would be permissible under this agreement. The licensee shall voluntarily and unequivocally agree to place KWML messages at his own cost in the vacant panels which lie vacant until commercialized.
- 5.2.4 The Licensee shall not be entitled to claim or seek any compensation from KWML, if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement spaces handed over will be borne solely by the Licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels will be done by the Licensee as per directions and standards specified by the authorized representative of KWML.
- 5.2.5 The Licensee will have to maintain all the advertisement inserts in proper, neat and clean condition for the currency of the contract. The advertising media should be of fire-retardant low smoke/zero halogen material and of international standards. The Licensee must submit the media sample for KWML's approval before using the same. KWML reserves the right not to give such permission.
- 5.2.6 Licensee shall ensure that, all the installed advertisement panels are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the station. If advertisement is not available for any panel offered to Licensee, the same should be utilized to display a message of KWML.
- 5.2.7 All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.
- 5.2.8 Licensee shall keep and maintain the advertisement media/panel, etc. in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/KWML to ensure safety of KWML commuters.
- 5.2.9 Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of KWML's electrical inspectors/ authorized representative shall be complied by the Licensee at its own cost. The Bidder can't remove the electrical wires and fixtures at the end of the contract period.
- 5.2.10 In case of accident caused due to negligence of the Licensee resulting into injury/ death to KWML employees/ other users/ any person or loss to KWML's property, Licensee shall compensate the loss (es), without prejudice to any other action that is liable to be initiated under this Agreement at the sole discretion of KWML, including termination of Agreement.

5.2.11 The Licensee shall not be entitled to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by KWML fire officer, electrical inspector, Security officer or their authorized representatives from time to time.

5.2.12 Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of water metro operations, passenger safety, safety of water metro properties and its assets.

5.2.13 The Licensee shall comply with the laws of land and directions from various statutory authorities/ Court and shall follow all applicable guidelines and regulations including that of Kerala Pollution Control Board and Kerala Fire Service. KWML can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

5.2.14 Penalty Clauses: KWML reserves the right to impose the penalty on Licensee up to Rs. 5,000/- per instance on the following offenses:

1	Display of advertisement without approval of creative's from KWML.
2	Not following the instructions of the KWML Administration even after 10 days from the date of issue of notice, including non-display of KWML messages in vacant spaces, keeping advertisement space vacant/empty.
3	Any staff of Licensee found in drunken condition / indulging in bad conduct.
4	Any staff of the Licensee found creating nuisance.
5	Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
6	Improper maintenance & defacement of the advertisement panels or Water Metro Property.
7	Dishonor of drafts and Cheques given by Licensee in favour of KWML
8	Misbehavior with staff and commuters of KWML.
9	Not following safety and security norms as may be indicated by authorized representative of KWML.
10	Not following instructions issued by KWML from time to time and other violations of the contract agreement.
11	Usage of KWML brand or logo without permission of KWML.
12	Excess area usage, unhygienic & unsafe upkeep of equipment/s at any location/s

- 5.2.15 The above penalty is in addition to any action/proceedings initiated under any other applicable laws for the time being in force.
- 5.2.16 In case KWML decides to display Government advertisements upon any directions, the Licensee shall provide required space as per direction of KWML for such short period.
- 5.2.17 Identified kiosk/office spaces (inside & outside terminals) not included in exclusive semi naming rights; KWML may allot them separately.
- 5.2.18 KWML reserves the right to allow or disallow a particular Brand name to be suffixed/prefixed. In case, any Brand name is dis-allowed, the successful bidder can suggest alternate names.
- 5.2.19 The maps displayed in Terminals or on website will not have brand name attached to Terminal name and name of Terminal in the official records and website of KWML will not be suffixed/prefixed with the Brand name.
- 5.2.20 KWML retains rights to permit display of its PPP partner brands.
- 5.2.21 KWML will display mandatory advertisements/messages as directed by GoK/GoI.

5.3 Taxes and Other Statutory Dues

- 5.3.1 All other statutory taxes, statutory dues, local levies, Service tax, GST etc. as applicable to the License from time to time, shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Licensee shall indemnify KWML and its officials from any claims that may arise from the statutory authorities in connection with this License.
- 5.3.2 Payment of stamp duty and registration fees, if any, for execution of License agreement shall be borne by the licensee.
- 5.3.3 The Successful Bidder shall not be entitled for any claim or compensation from KWML if advertisements are not permitted due to local laws/civil authorities.

5.4 Interest Free Security Deposit

- 5.4.1 The successful bidder shall either furnish Security deposit (through DD, NEFT, Cheque) or a Performance Bank Guarantee (PBG) towards Security deposit for an amount equivalent to 25% of annual license fee.
- 5.4.2 If PBG is given, the validity of PBG must be 3 months beyond the total license period.
- 5.4.4 PBG/SD must be submitted within 21 days from the date of issue of LOA.
- 5.4.5 In case if Performance Bank Guarantee (PBG) is submitting, it must be from a Nationalized Indian Bank/Scheduled bank, payable at a designated bank branch located in Kochi. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Licensee.
- 5.4.6 The Licensors 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 breach, default, failure or neglect on the part of the Contract in the fulfillment or performance in all respects of the contract under reference.
- 5.4.7 PBG/security deposit will be released after the expiry of the contract period and after completion of all contract obligations and after clearance of all the dues.
- 5.4.8 Security deposit will not bear any interest

5.5. Minimum Material Specifications: -

- 5.5.1 Licensee shall provide advertisement media/ panels/ fixtures conforming to international standards of high quality advertising. Advertisement panels shall be provided by Licensee conforming to the following minimum specifications or its equivalent:
- 5.5.2 Frame work –SS 304 or Powder coated GI or structured steel
- 5.5.3 Backing sheet of G.I/MS sheet
- 5.5.4 Internal cables of Fire Retardant Low Smoke type (FRLS)
- 5.5.5 Polycarbonate sheet as cover of reputed make
- 5.5.6 Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material
- 5.5.7 For elevated terminals frame finishes of Aluminum is also permissible.
- 5.5.8 In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites.
- 5.5.9 The advertising media should be of fire retardant, low smoke and comply with all Indian and International Standards. Electrical connections to be made directly as per the specifications mentioned in Annexure-9

5.6 Utility Charges

- 5.6.1 The licensee should provide electricity connection, wiring, meters etc. Licensee need to pay the cost of electricity connection and electricity charges fixed by KSEB on commercial tariff basis.

5.7 Miscellaneous

- 5.7.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at Ernakulam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where KWML asks for additional information from any bidder, the same cannot be treated as a reason for any dispute.
- 5.7.2 KWML in its sole discretion and without incurring any obligation or liability, reserves the right to:
- 5.7.3 Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 5.7.4 Consult with any Bidder in order to receive clarification or further information.
- 5.7.5 Retain any information and/ or evidence submitted to KWML by, on behalf of, and/ or in relation to any Bidder; and/ or
- 5.7.6 Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

5.8 Notices

- 5.8.1 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 mail, email to such party at the address given in the proposal document for issue of proposal document.
- 5.8.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases 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 hereto and/ 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 in future.

5.9 Corrupt Practices

- 5.9.1 Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, following definitions are relevant:
- 5.9.2 “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
- 5.9.3 “Fraudulent Practice” means misrepresentation of facts in order to influence a procurement process or the execution of the contracts to the detriment of KWML, and includes collusive 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.
- 5.9.4 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 contracts to such Bidder,
 - b. 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 RFP document.
 - c. KWML shall also have the right to forfeit the Bid Security of such Bidder, and
 - d. To ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

5.10 Event of Default and Termination

- 5.10.1 The Event of Default of the applicant shall be as set out below:
- a. The applicant has breached contract.
 - b. The applicant has been declared insolvent;
 - c. The applicant has unlawfully repudiated the contracts or has otherwise expressed an intention not to be bound by the Contracts.
 - d. Payment defaults of any amount due to KWML for a period more than sixty (60) days from the stipulated time as per payment schedule. In the event of default, KWML shall without prejudice to any other right that it may have, be entitled to encash the Interest Free Performance Security Deposit and terminate the contract.
- 5.10.2 KWML reserves the right to terminate the contract by giving 3 (three) months’ advance notice in writing to the Licensee, with or without assigning any reason thereof.
- 5.10.3 In the event of Licensee committing any default in the terms and conditions of the License, KWML shall have the right to debar the Licensee from participating in future tenders.
- 5.10.4 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 @ 12% 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.

5.11 Effect of Termination

- 5.11.1 Notwithstanding any other rights and remedies provided elsewhere in the agreement, on termination of this contract:
- 5.11.2 Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this contract.
- 5.11.3 The expiration or termination of the contract 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 contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the contract.

6. Disputes

- 6.1 In the event of any dispute between the parties, such dispute shall be amicably settled between the parties.
- 6.2 Subject to the above clause, the Courts at Ernakulam shall have exclusive jurisdiction in respect of any matter or any dispute arising out of the license agreement to be entered into between KWML and the Successful Bidder/s in pursuance of this document.

7. Formats for Submission

7.1 Annexure: 1 - Power of Attorney

POWER OF ATTORNEY

(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 for ----- Semi naming of -----, -----, Water Metro Terminal/s) do hereby constitute, appoint, authorize and nominate----- (Name & Designation) whose signature is attested herein below, to do all such acts, deeds and things necessary to the application in connection or incidental with the e-Tender cum Auction No: _____, floated by M/s Kochi Water Metro Limited for ----- including signing and submission of all the documents and providing necessary information/response to Kochi Water Metro Limited and also to bid, negotiate and also to execute the contract, in case 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) and Kochi Water Metro Limited, if tender is awarded in favour of _____ (the Bidder), whichever is applicable.

We hereby agree 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).

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

For ----- (Bidder/ Lead Member)

Competent Authority

Accepted.

.....(Signature)

..... Name & Address of the Attorney

Specimen signature of the Attorney is attested

For ----- (Bidder/ Lead Member)

Competent Authority

7.2 Annexure: 2 – Deleted (NOT APPLICABLE)

7.3 Annexure 3 – Form of BANK GUARANTEE (for performance security)

BANK GUARANTEE (Applicable only for successful bidders)
(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 Ltd , ----- (hereinafter called the beneficiary).

WHEREAS M/s. _____ (Name of the Licensee) having their address/ registered Office at _____ (Address of the Licensee's registered Office) (hereinafter called the "Licensee") was awarded license for semi naming rights of.....Water Metro Terminal by Kochi Water Metro Limited, the "Beneficiary" and

WHEREAS a Security Deposit or performance guarantee of Rs...../- has to be submitted by the Licensee, before undertaking the contract and

WHEREAS the Licensee 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 Security Deposit/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 Licensee 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 Licensee. 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 there of as the beneficiary may demand from time to time irrespective of the fact whether the said Licensee 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 Licensee 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 Licensee 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 Licensee 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:

Date:

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

7.4 Annexure 4- Bid Proposal

To,

Chief Operating Officer (Water Metro)
Kochi Water Metro Ltd
4th Floor, JLN Stadium Metro Station
Kaloor, Kochi, Ernakulam, Pin : 682017

Reference: e-auction/Tender for Licensing of Semi- naming Rights of Water Metro Terminal.

Dear Sir,

- i. We hereby submit our Bid for license of semi- naming rights of Water Metro Terminal.
- ii. We enclose Online payment details/ DD No.....dated.....for Rs.....(.....), towards Earnest Money /Bid Security drawn in favour of Kochi Water Metro Ltd (KWML), (should be drawn on any Scheduled Commercial bank). This is enclosed in a separate cover.
- iii. We have downloaded the bid document from the KWML website and have enclosed/already paid Online payment details/ DD/ No.....datedfor Rs
(.....).

*Strike off whichever is not applicable

- iv. We have enclosed bids as per stipulated procedure and have not disclosed the price bid in other than the financial bid packet.
- v. We agree to abide by all the conditions mentioned in the E-tender cum Auction document (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- vi. We accept that the starting price of the Auction shall be the highest price among the tenders received.
- vii. We undertake to participate in the E-Auction also and confirm that if we did not participate in the E- Auction, the bid price in my Tender shall be treated as my final Bid.
- viii. DECLARATION: We have gone through carefully and understood the contents of this E-Tender cum Auction document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.

SIGNATURE ON BEHALF OF BIDDER WITH SEAL

Date:

Place:

7.5 Annexure 5 - Declaration

(To be submitted and signed by the Bidder or Authorized Signatory on Letter Head)

To

Chief Operating Officer (Water Metro)
Kochi Water Metro Ltd
4th Floor, JLN Stadium Metro Station
Kaloor, Kochi, Ernakulam, Pin : 682017

Sub: e-Auction/Tender for Licensing of Semi- naming Rights of..... Water Metro Terminal

Sir,

I / We understand and undertake: -

1. That this E-tender cum Auction is for license for Semi- Naming Rights in Water Metro Terminals.
2. That the Terms and Conditions governing the E-Tender cum Auction for license for Semi- Naming Rights in Water Metro Terminal and hereby agree to abide the same.
3. That in case I/We emerges as successful bidder in any of the water metro terminal after the E-Auction, I/We have to submit the LOA unconditional acceptance within 10 (ten) days from the date of issue of LOA.
4. That I/We have to deposit the applicable license fees and the requisite Interest Free Security Deposit as detailed in the tender document, to KWML within 21 days from LOA.
5. That the License Fee for the subsequent years shall be paid without fail within the stipulated time.
6. That I shall get the License Agreement executed within the prescribed time frame or on date as indicated by the authorized representative of KWML, failing which KWML may deem that Bidder are not interested in the offer in that case I/We are liable to forfeit all payments made, in favour of KWML I/We hereby voluntarily and unequivocally agree that I/We shall not seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.
7. That the cost of Stamp Duty for execution of License Agreement, Registration Charges, if any and any other related Legal Documentation charges/incidental charges in pursuance of this tender shall be borne by us, in case I/We happens to be the successful bidder/ Licensee.
8. That GST and other taxes /Charges as applicable from time to time shall also be paid by Licensee.
9. That I/We shall not seek any claim or compensation from KWML if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by Licensee.

10. We shall not seek any claim or compensation from KWML if the name suggested by us is not permitted for semi-naming due to any valid objections or directions.
11. That we are satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. Bidders are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.
12. That we shall abide by all terms & conditions and other clauses mentioned in this RFP and is attached herewith duly signed and stamped on each page as token of my/our voluntary and unequivocal acceptance.
13. That we shall not to tamper/alter/modify the document in any manner what-so ever. KWML may reject the tender outright in case it is found at any time that the Tender Application Form has been tampered/modified/alterd in any manner. KWML reserves the right to cancel the agreement, forfeiting all amounts in case of successful Bidder and also take necessary legal action. I/We voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, in case KWML takes necessary action to reject the tender/terminate the agreement, at any time it is found that the downloaded tender documents has been tampered/ altered/modified or even corrected.

Signature

Name of the Authorized Signatory with rubber stamp on behalf of Bidder

Address: _____

Telephone No: _____

Place: _____

Dated: _____

7.6 Annexure 6 - Format for Financial Proposal (Preamble to E-BoQ) LICENSE FOR SEMI-NAMING

RIGHTS INWATER METRO TERMINAL

(To be submitted and signed by the Bidder's authorized signatory with the quoted recurring payment)

To,

Chief Operating Officer (Water Metro)
Kochi Water Metro Ltd
4th Floor, JLN Stadium Metro Station
Kaloor, Kochi, Ernakulam, Pin : 682017

Sub: "LICENSE FOR SEMI-NAMING RIGHTS OF/.....WATER METRO TERMINAL

Period of License: 2 Years

Sir,

1. We hereby submit our Financial Offer for the License of Semi Naming Rights in...../.....Water Metro Terminal. If the License is awarded to us, we agree to make the following payments to KWML as per the terms given in this Bid Document.
2. I understand that payment of license fees shall be as per the payment schedule in this document and agrees for the same.
3. My offer is as quoted in the e-BoQ

* Applicable GST will be payable extra at actuals.

* Bidder who has quoted highest price individually will be considered as H1 bidder.

Authorized signatory:

Date:

Name and seal of Bidder:

Place:

Note:

*If there is a discrepancy between words and figures, the amount in words shall prevail.

7.7 Annexure – 7 GENERAL INFORMATION OF THE BIDDER (To be submitted along with Bid documents)

- (a) Name of the Bidder:
- (b) Constitution (Company/Partnership/Proprietorship /Incorporation etc.) (attach proof):
- (c) Date of incorporation/registration:
- (d) Address of the corporate headquarters and its: branch office(s), if any, in India

2. Details of individual(s) who is the Authorized representative and who will serve as the point of contact/communication for KWML within the Company:

- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone/Mobile Number :
- (f) Fax Number :
- (g) E-Mail Address :
- (h) PAN number :
- (i) Bank Details :

Signed

Name of Authorized Signatory for and behalf of

(Name of Bidder)

Designation:

Place :

Date :

7.8 Annexure – 8 Certificate of a Chartered Accountant with regard to Eligibility.

TURNOVER CERTIFICATE
(On the Letterhead of the Chartered Accountant.)

NAME OF THE TENDERER:

(CONSTITUENT MEMBER IN CASE OF JV):

S.No	DESCRIPTION	Financial Data For Last 3 Audited Financial Years in Rs.		
		Year 2022-2023	Year 2023-2024	Year 2024-2025
1	Turnover			
2	Average Turnover for – Last Three years			

NOTE:

1. Separate Performa shall be used for each member in case of JV
2. Attach attested copies of the Audited Financial Statements of the last three financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV, and not that of sister or parent company.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number & UDIN.

8. Annexure – 9 Specifications for the Advertisement Box

Advertisement boxes shall be provided by Licensee conforming to the following minimum specifications or its equivalent:

1. Frame work – Stainless Steel (SS 304)
2. Backing sheet of G.I.
3. Internal cables of Fire Retardant Low Smoke type (FRLS)
4. Polycarbonate sheet as cover of GE make or equivalent
5. Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material
6. In order to have energy conservation, LED should be used at the advertisement sites. The Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of KWML before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee shall not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
7. The load up to 5000W shall be given in single phase. Above this, it shall only be given in three phase. Licensee is required to balance load at his end so that no unbalancing occurs at KWML end
8. Cables up to 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminium conductors may be used. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. All wires shall be FRLS. Cables shall be armoured, XLPE, FRLS.
9. The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per Table- 1.
10. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
11. All materials specification must follow standards, codes and specification as used by KWML in the E&M works.
12. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per KSEB norms and removes excess load.
13. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
14. Internal wiring of luminaries (Light Fittings) and Signages in signage's panel shall also be FRLSZH
15. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at station conforming to UL — 94 standards on flammability of material.

Table-1: Rating of Electric Items

Power Requirement (KVA)	Rating of MCB (A,10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Applicant premises
0 - 0.1	0.5	16, 30	1.5
0.1 - 0.2	1	16, 30	1.5
0.2 - 0.5	2	16, 30	1.5
0.5 - 0.7	3	16, 30	1.5
0.7 - 0.9	4	16, 30	1.5
0.9 - 1.2	5	16, 30	1.5
1.2 -1.4	6	16, 30	1.5
1.4 - 2.3	10	16, 30	2.5
2.3 - 3.7	16	16, 30	4
3.7 - 4.6	20	25, 30	4
4.6 - 7.4	32	32, 30	6
7.4 - 9.2	40	40, 30	10
9.2 - 10.0	50	63, 30	16

Table-2: List of Approved makes

Sl No.	Item	Approved make
1	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2	GI Conduit Accessories	Confirming to BIS as per approved samples
3	Copper Conductor FRLS, PVC insulated wire	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables
7	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati
11	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn /Crompton

9. Annexure 10

Base Reserve Price-Terminal wise

Sl. No	Water Metro Terminal	Base Reserve Price (License fees per annum) (in Rs)
1	Kadamakudy Water Metro Terminal	15 Lakhs

* Base reserve price is for the E-Tender. Only those who participates in the E-Tender shall be eligible to participate in the E-Auction. For the E-Auction, the starting rate shall be the highest of the rates obtained in the E-Tender.

10. Annexure 11

INSTRUCTIONS FOR E-TENDER CUM AUCTION

1. E-Tender Cum Auction is a combination of electronic Tender followed by Auction (Forward Auction). The Forward Auction as the case may be, will be conducted after Opening of Price / Financial Bids.
2. This tender is an e-Tender cum Auction and is being published online. The tender is invited in two- cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.
3. The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in. The Server Date & Time as appearing on the website <https://www.etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders.
4. Please note that queries related to enquiry specifications, terms & conditions etc. should be submitted at procurement@watermetro.co.in before the clarification end date/time. M/s. Kochi Water Metro Ltd (KWML), at its sole discretion, may not entertain the queries sent by post/fax/e-mail or through any other mode of communication.
5. Tender opening will be done online at the time and dates specified in the tender “Critical Dates View” of “Work Item Details”.
6. The bidders are requested to go through the instruction to the bidders in the website <https://www.etenders.kerala.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.
7. **Online Tender submission:**
 - (i) Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in

website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

- (ii) Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or via email: helpetender@gmail.com / etendershelp@kerala.gov.in for assistance in this regard.
- (iii) Online Tender Process:
- (iv) The tender process shall consist of the following stages:
- (v) Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- (vi) Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- (vii) Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. Manual submission of bids (i.e. Offers sent through post, telegram, fax, telex, e-mail, and courier) will not be accepted under any circumstances.
- (viii) In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (helpetender@gmail.com/ etendershelp@kerala.gov.in), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.
- (ix) The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid at least 2 working days before the due date and time of bid submission to avoid any last-minute issues that may come up.
- (x) Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Bids shortlisted by this process will be taken up for opening the financial bid.
- (xi) Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

8. Two cover system

- (i) Bidders are required to submit offer in Two cover, namely "Fee/Technical" and "Financial".
- (ii) Cover -I ("Fee/Prequal/Technical")-All documents requested to be uploaded in this cover
- (iii) Cover-II ("Financial") — Price bid (BOQ) to be uploaded in this cover

- (iv) **Bidders are requested to quote rates in (E-BOQ) only. PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ**
- (v) Note: The blank price bid should be downloaded and saved on bidder's computer without changing file- name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.
- (vi) Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

EMD

- (i) Online Payment modes: EMD can be paid as a single transaction in the following manner through e-Payment facility provided by the e-Procurement system
- (ii) State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility for making tender remittances in eProcurement System.
- (iii) During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the eProcurement system will re- direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks* will be shown. Here, Bidder may proceed as per below:
- (iv) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee amount.
- (v) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.
- (vi) *Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-.
- vii) Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.
- viii) Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

SUBMISSION PROCESS:

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

- (ii) It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.
 - (iii) M/s. Kochi Water Metro Ltd (KWML) will not be responsible for any delays reasons what so ever in receiving as well as submitting offers, including connectivity issues.
 - (iv) M/s. Kochi Water Metro Ltd (KWML) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
 - (v) M/s. Kochi Water Metro Ltd (KWML) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason M/s. Kochi Water Metro Ltd. (KWML) reserves right to accept any or more offers in part. Decision of M/s. Kochi Water Metro Ltd (KWML) in this regard shall be final and binding on the bidder.
9. Generally, all bidders who are techno-commercially qualified & approved by department/organization will be eligible for participation in the Forward Auction.
 10. After opening of the price (financial) bids, System will display H1 bidders price automatically.
 11. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.
 12. The bidders get an opportunity to change their prices by participating in the auction. The highest price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.
 13. Using the system provided price, which would normally be considered as auction start price (but can be changed by the TIA, if required) and accordingly, will create Forward Auction and the auction will be published by the TIA.
 14. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon with respect to auction / other requirements of that tender.
 15. The server time (which is displayed on the bidders’ dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should follow server time (Server System Clock) for all activities in the portal.
 16. As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the H1 bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Forward auction process.
 17. **Participation in Forward Auction:**
 1. Bidders shall login using their login ID & Password and then using DSC.

2. Click on '**My Auctions**' button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.
3. For participating in Live Auction during schedule date & time,
 - 1) Click on **Live Auctions** Button.
 - 2) Click on **View** button to participate in the interested Auction.
 - 3) There is List of qualified Lots in which Bidder can participate against selected Auction. Click on **Hammer** Icon to participate in the respective lot.
 - 4) On clicking Hammer Icon, system will show Start price, Decremental (or Incremental) price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
 - 5) **In case of Forward Auction: Enter your Price** in '**My Auction Price in Rs**' in multiples of incremental value and below Max Seal % value, then **sign it digitally** by clicking on Sign Icon and Click on **submit** button.
 - 6) System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
 - 7) On clicking "Refresh" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate (highest amount/ rate) which any Bidder would have quoted.
18. The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close time as displayed on the screen.
19. **During the auction the bidders are also advised to click "Refresh" link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become H1 for the item during this time. To overcome this situation, the bidders are also advised to click "Refresh" link for refreshing their webpage frequently.**
20. The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
21. The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
22. For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.
23. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
24. Non submission of bid/quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system power, network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner.

25. The Tender Inviting Authority reserves the right to postpone, suspend/pause, resume and extend the Auction, if required.
26. Bidder shall not divulge their bids to any other party during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including black listing shall be taken against such bidders as per procurement guidelines/policies of the TIA.
27. After the conclusion of the online auction, all bidders who have participated in Forward auction will see the overall Comparative chart ie H1 price of the Auction.
28. Based on the H1 price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by Tender Inviting Authority.
29. The Tender Inviting Authority normally reserves the right to extend, reschedule or cancel the Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
30. Bidding will be conducted **only in Indian Rupees** as indicated in the tender.
31. Validity of bids: Price shall be valid for a period of defined number of days from the date of reverse / forward auction or as specified in the tender. These shall not be subjected to any change whatsoever.