KOCHI WATER METRO LTD

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

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

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

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DISCLAIMER

1.1 The information contained in this E-Tender document ("Tender Document") 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.

1.2 This Tender Document is neither an agreement nor an offer and is only an invitation by KWML to the entities who are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Bid. The purpose of this Tender Document is to provide the Bidders with information to assist the formulation of their Proposal.

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

1.4 Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advicefrom appropriate sources.

1.5 The KWML, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document.

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

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

1.8 No reimbursement of cost of any type whatsoever shall be payable to persons, or entities, expressing interest in the tender/contract.

1.9 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. 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 ofthe conduct of outcome of the bidding process.

1.10 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.

1.11 The bidders are requested to go through the instruction to the bidders in the website http://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.

EXECUTIVE SUMMARY

M/s. Kochi Water Metro Ltd.(KWML) invites interested parties to participate in E-TENDER, through Kerala Govt. e-tender portal http://etenders.kerala.gov.in for "Letting Out of Office/Commercial Space at Operation Control Centre (OCC) Building (Ground and First Floor) of Kochi Water Metro at Vyttila on License Basis through E Tender".

Name of the Work

Letting Out of Office/Commercial Space at Operation Control Centre (OCC) Building (Ground and First Floor) of Kochi Water Metro at Vyttila on License Basis through E Tender

Location

Operation Control Centre (OCC) at Vyttila

Tender Fee & EMD

Tender Fee: - Rs.5000 + 18% GST

EMD: -Details attached in NIT, Key details clause No:12

License Period

10 Years. (License can be extended based on performance and conduct of the licensee and at the discretion of KWML)

Eligibility Criteria

The person/ organization will be eligible provided-

a) Shall not have defaults on any bank/institutions loans as on date (A certificate to this effect by a practicing CA need to submitted)

Bidders who do not qualify the eligibility criteria shall not be considered for further evaluation.

Security Deposit

Licensee is required to deposit Interest Free Security Deposit for an amount equivalent of 6 months' license fee applicable for the space (Quoted license fee x 6).

Billing Cycle: -

Billing will commence from the date of handing over. Billing will be done on a monthly basis.

Fitment Period

After handing over, the Licensee shall be provided with a fitment period of maximum 60 days. In genuine cases, at the sole discretion of KWML, fitment period may be extended suitably by another 30 days, as in the opinion of KWML are reasonable having regard to the nature and period of delay and the type and quantum of works affected by such circumstances. The billing cycle of 100% License fee will start from the end of such fitment period or commencement of operations, whichever is earlier.

Area Occupancy Charges

During the fitment period an amount equivalent to 10% of the monthly license fee shall be applicable.

Handing Over

Ground Floor will be handed over initially and First Floor separately (minimum of 06 months after the first handing over).

Business categories not permitted

Businesses offering dormitory accommodation, room rentals, lodging, paying guest (PG) accommodation, or similar stay facilities are not allowed.

Note: The Executive Summary is for information only, for more clarity and details, please refer relevant clauses in the RFP Document.

NOTICE INVITING TENDER

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.

M/s. Kochi Water Metro Ltd.(KWML) invites interested parties to participate in E-TENDER, through Kerala Govt. e-tender portal http://etenders.kerala.gov.in for "**Letting Out of Office/Commercial Space at Operation Control Centre (OCC) Building (Ground and First Floor) of Kochi Water Metro at Vyttila on License Basis through E Tender** ". The Bidders are advised to keep in touch with KWML website regularly for updates of tender.

1. KEY DETAILS

Sl No	Particulars	Details
1	Tender No	KWML/PROC/TENDER/AR/2026-27/02
2	Water Metro Terminal	Operation Control Centre (OCC) Building at Vyttila
3	Floor level	Ground Floor and First Floor Staircase area in the ground floor and first floor and space near staircase on the first floor (marked in the drawing) are excluded.
4	Deleted	
5	Deleted	
6	Area (sq ft) Carpet Area	Ground Floor: 12841 sq ft First Floor: 14036 sq ft Total: 26877 sq ft (option to avail additional space on the connecting bridge roof top and/or terminal terrace – details in Annexure 1 Terms of License)
7	Base price (Rs.) (Minimum Reserved Price) (Excl GST & CAM)	Rs.42/- per sq. ft per month
8	Tender Type	e-Tender
9	Date of Issue of Bid Documents	21.11.2026

<table>
<tr><td>10</td><td>Tender Fee</td><td>Rs.5000/- plus 18% GST/- shall be paid at the e-tender portal- www.etenders.kerala.gov.in only.
Exemption for Tender Fee is not applicable.</td></tr>
<tr><td>11</td><td>No of Covers</td><td>Two Cover</td></tr>
<tr><td>12</td><td>EMD</td><td>EMD for the Location is as mentioned below
<table>
<tr><th>Sl.No</th><th>Location</th><th>EMD (in Rs)</th></tr>
<tr><td>1</td><td>Operation Control Centre (OCC) Building Ground and First Floor</td><td>1,00,000</td></tr>
</table>
EMD can be paid through following methods:
i. Online to KWML bank account
(Union Bank of India A/c No.
395501010050511, IFSC - UBIN0539554,
Branch Address : Cochi - Edappally)
ii. Account Payee Demand Draft in favour of Kochi Water Metro Limited (KWML) payable at Kochi
iii. Online through e-tender portal.
The Scanned copy of documents pertaining to i & ii above shall be uploaded in e tender Portal.
In case of DD, Original DD must reach KWML at least One Hour before tender opening. in the office of COO (KWML) at the address mentioned hereinafter.
Bid security validity must be 45 days beyond bid validity of 90 days
Exemption for EMD is not applicable.
Bids received without Tender fee and EMD will be summarily rejected.</td></tr>
</table>

13	License Period	10 years. (License can be extended based on performance and conduct of the licensee and at the discretion of KWML)
14	Tender Validity	90 days from the last date of submission of tender
15	Bid Documents on sale	www.etenders.kerala.gov.in/ www.kochimetro.org/tenders www.watermetro.co.in/tenders
16	Validity of Tender Security Amount/EMD	45 days beyond Validity of Tender
17	Date of Publishing	21.11.2026
18	Pre Bid Meeting	30.11.2026 @11.00 Hrs at KWML office Address: Kochi Water Metro Ltd, First Floor, OCC Building, Vyttila, Kochi - 682 019. The link for attending the online prebid meeting video call link: meet.google.com/uep-vggy-goj
19	Last Date for submission of queries/ clarification	03.12.2026 @17.00 hrs All queries pertaining to the tender may be sought through the e-mail id below.
20	Last date of reply to queries by KWML	07.12.2026 @ 17:00 hrs
21	Date of start of Bid Submission	10.12.2026 @ at 17:00 hrs (at etenders.kerala.gov.in only)
22	Last Date and Time of submission of Tender	19.12.2026 @ at 17:00 hrs (at etenders.kerala.gov.in only)
23	Date and Time of opening of Tender	21.12.2026 @ at 15:00 hrs
24	Authority and place for seeking clarifications	Kochi Water Metro Ltd, First Floor, OCC Building, Vyttila, Kochi - 682 019.
25	e-mail id for seeking clarification	procurement@watermetro.co.in
26	Hard copy submission of stamp paper/notarized Documents	To be submitted to KWML office on request Kochi Water Metro Ltd, First Floor, OCC Building, Vyttila, Kochi - 682 019.

27	Tender Inviting Authority	Chief Operating Officer (KWML) 4th Floor, JLN Stadium Metro Station Kaloor, Kochi – 682017.

2. SCOPE OF THE TENDER

KWML intends to grant license for Office/Commercial Space at Operation Control Centre (OCC) Building (Ground and First Floor) of Kochi Water Metro at Vyttila on License Basis through e-tender process.The bidders can bid for the location mentioned in Annexure-2. The Commercial area at the Project Site is proposed to be given on license basis through this bidding process on "as is where is basis" as demarcated in the plan placed as Annexure-3. The area of the location and the minimum reserve price is as mentioned in Annexure- 2 of this document. Terms of license is enclosed as Annexure 1 of this tender document.

3. ELIGIBILITY CRITERIA

The prospective bidder must conform to the pre-qualification criteria given below and shall attach proof of documents for each of the qualifying requirements.

a) Shall not have defaults on any bank/ institutions loans as on date (A certificate to this effect by a practicing CA need to submitted)

Bidders who do not qualify the eligibility criteria shall not be considered for further evaluation.

4. SELECTION PROCESS

E-tender shall be followed to find the highest bidder. Base rate for each area/space has been determined and every eligible bidder has to quote above the Base rate. The bidder quoting the highest license fee (per month) at the end of the bidding process will be declared as the H1 bidder/successful bidder for the particular space. The successful bidder (hereinafter called as "licensee") in the E-Tender will be awarded the License. The details of areas and base price is attached in Annexure 2. Final allotment will be subject to antecedent verification of the successful bidder.

5. TERMS OF TENDER

5.1 The Office/commercial space available for tender are shown in Annexure-2 of this document. The drawings of office/commercial locations are mentioned in Annexure-3. The prospective Bidders must read the terms and conditions carefully and should register for tender only if he/she is willing to abide by the terms and conditions of tender and all the terms of license as per

Annexure 1.

5.2 For participating in tender, interested parties shall compulsorily register on the e-tender portal.

5.3 The details of tender will be updated in the website of www.etenders.kerala.gov.in and in KWML website. It shall be the responsibility of the bidder to visit the website regularly for updates about the tender and to ensure his/her participation in the tender.

5.4 The successful bidder can conduct only those business as approved by KWML for the said space (hereinafter referred to as "the said business") during the currency of license. KWML reserves the right to reject the bid/ cancel provisional allotment on its own volition without assigning any reason what so ever and no further query for clarification in this regard shall be entertained.

5.5 Successful bidder/ Licensee shall get the proposed design of the Office/commercial space, approved by KWML before proceeding with the works. No change in the exterior design and colour scheme will be permitted. However, licensee will be permitted to make necessary changes inside the Office/commercial space to carry out the business.Office/commercial space shall be got installed and power & water connection works, if any, to be got completed by the Licensee at his/its own cost.

5.6 The Licensee shall comply with all the terms of License. The forms uploaded along with the terms of License shall be applicable for the Licensee. Before participating in the tender, every prospective bidder shall go through the terms of the License and ensure that all the conditions are acceptable and will be complied with by the bidder in case, space is allotted by KWML.

5.7 All bidders are advised to visit the office/commercial sites and ascertain the accessibility, business prospects and visibility before submitting registration form. Bidders are also advised to attend pre-bid meeting, if any, to clarify any doubts regarding space/tender process etc. After bidding, no claims or disputes regarding the accessibility, visibility/business prospects etc. will be entertained.

5.8 KWML is entitled to cancel or postpone the tender process without assigning any reason.

6. DELETED (NOT APPLICABLE)

7. INSTRUCTION TO BIDDERS

1. The Bid should be submitted online at website http://etenders.kerala.gov.in in the relevant covers only, by the due date and time of the tender. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. **Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.**
2. Partially completed/incomplete bids shall not be considered.
3. All communication regarding how to submit offers shall be done online within the e-Procurement team whose details are at website http://etenders.kerala.gov.in.
4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at

http://etenders.kerala.gov.in.

5. **Two cover system**

   Bidders are required to submit "Technical" and Financial" documents in two covers. BOQ alone to be submitted in Financial cover. Bidders are requested to quote rates in (e-BOQ) only. **PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN E_BOQ.** Financial bid of only those bidders, who are technically qualified will only be opened.

6. Please note that queries related to enquiry specifications, terms & conditions etc. should be submitted online by mailing at procurement@watermetro.co.in before the clarification end date/time. Kochi Water Metro Ltd. (KWML), at its sole discretion, may not entertain the queries sent by post/fax/e-mailor through any other mode of communication.

7. Bid Validity – The Bid shall remain valid and open for acceptance for a period of 90 days (Ninety Days) from the last date of submission of tender. 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 EMD. However, a Bidder agreeing to the request of extension in the Bid Validity period will be required to extend the validity of its EMD suitably. Moreover, the Bidder agreeing to the request will not be permitted to modify its Bid.

8. Format and Signing of Bid - 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.

9. 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.

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

11. Correction of Arithmetic errors

    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 EMD.

12. Right to Accept Any Bid and to Reject Any or All Bids- Not withstanding anything contained in the Tender Document, KWML reserves the right to accept or reject any Bid in its sole discretion or to reject all Bids and 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.

13. Late / Delayed Bid- 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.

14. Modification and Withdrawal of Bid- 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. No Bid shall be allowed to be modified by the Bidder, after the deadline for submission of Bids. 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, underquoting- quoting below the base price fixed shall result in the forfeiture of the EMD.

15. Determination of Responsiveness- KWML will determine whether each Bid is responsive to the requirements of the Tender document. Only those Bids determined to be responsive to the requirements of the Tender document shall be evaluated.

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

17. Prior to evaluation of Bid, the KWML will determine whether each proposal is responsive to the requirements of the tender. The KWML may, in its sole discretion, reject any Proposal that is not responsive hereunder.

18. Bid shall be considered responsive only if:

a. The Bid is received in the form specified.

b. It is received by the Proposal submission due date.

c. It is accompanied by the EMD and Tender fee as specified.

d. Bidders have submitted all Documents in specified format.

f. The Bidder quotes the Bid amount more than the minimum reserve price/base price.

g. Documents pertaining to Power of Attorney, Board Resolution , as the case may be, EMD if submitted as bank guarantee and any other Notarized Certificates should be uploaded online and to be submitted in originals to KWML before bid opening time; else, the bid will be

considered Non-responsive.

19. Process to be Confidential- After the opening of Bids 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.

20. KWML in its sole discretion and without incurring any obligation or liability, reserves the right to:

a. 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;

b. Consult with any Bidder in order to receive clarification or further information.

c. Retain any information and/ or evidence submitted to KWML by, on behalf of, and/ or in relation to any Bidder; and/ or 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.

d. 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.

21. The Bidding Process shall be governed by and construed in accordance with the laws of Republic 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 adduced as a reason for citing any dispute.

22. KWML in its sole discretion and without incurring any obligation or liability, reserves the right to:

a. 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;

b. Consult with any Bidder in order to receive clarification or further information

c. Retain any information and/ or evidence submitted to KWML by, on behalf of, and/ or in relation to any Bidder; and/ or

d. 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

8. INSTRUCTION TO THE TENDERERS REGARDING E- TENDER PROCESS

8.1 GENERAL INSTRUCTIONS

1. This tender is an e-Tender 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.
2. 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 http://etenders.kerala.gov.in shall only be considered for the critical date and time of tenders.
3. Tender opening will be done online at the time and dates specified in the tender "Critical Dates View" of "Work Item Details".
4. The bidders are requested to go through the instruction to the bidders in the website http://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. Bidders should have a Class III 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. 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.
5. For submission of bids, all interested bidders have to register online in https://etenders.kerala.go.in. Website registration is a onetime process without any registration fees. However, bidders have to procure DSC at their own cost.
6. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 04712577088/188/388 or via email: helpetender@gmail.com / etendershelp@kerala.gov.in for assistance in this regard.
7. 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.

8.2. PAYMENT THROUGH E-TENDER PORTAL

Online Payment modes: EMD and Tender fee can be paid as a single transaction in the following manner through e-Payment facility provided by the e-Procurement system

1. 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.
2. 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:
3. 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.
4. 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.
5. *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.
6. 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.

8.3 ONLINE TENDER SUBMISSION

The tender process shall consist of the following stages:

1. 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.
2. Publishing of Corrigendum/Addendum: All corrigenda/addenda shall be published on www.etenders.kerala.gov.in and KWML website and shall not be available elsewhere.
3. 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 (Hard copy) of Notarized/ Stamp paper documents shall be accepted if and only if the documents were received before opening date and time.
4. 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 (

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.

5. 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.

6. Preparation of bid - The Bidder should take into account any corrigendum published on the tender document before submitting their bids. The Bidder shall go through the E- tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall 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.

7. 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 black and white option which helps in reducing size of the scanned document.

8. Clarifications - Queries can be e-mailed to procurement@watermetro.co.in , KWML shall endeavor to respondto the queries within the period specified therein. The KWML will post the reply to all such queries on the official website. 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.

9. Deadline for Submission of Bid-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 tender 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.

10. Submission of bids- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

9. BID OPENING AND EVALUATION

1. On opening of the Bid, KWML will first check the tender fee and EMD through online mode by cross verifying with the hard copy submitted.
2. If any observations are made by KWML, a note will be recorded accordingly by the Bid Opening Authority as deemed necessary.

3. Opening of Bids and Bidder short-listing: The bid of all Bidders who have submitted a valid EMD and Tender Fee and other required documents shall be opened and evaluated. Bidders may visit web-site https://etenders.kerala.gov.in to know latest Bid Opening information after completion of opening process.
4. The prospective bidder must conform to the minimum eligibility criteria as per clause 3 and shall attach proof of documents for each of the qualifying requirements. Bids without adequate supporting documents shall be treated as non-responsive and shall be summarily rejected.
5. Bids not found substantially responsive shall be rejected by KWML and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non conforming deviation or reservation.
6. If any tender is technically disqualified the Financial Package of such bidder shall not be considered for further evaluation.
7. The decision of the KWML as to which of the bids are not substantially responsive shall be final.
8. In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such bidder shall not be considered.
9. 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.
10. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
11. The financial Bids of those Tenderers whose documents are complete in all respects will be considered for financial evaluation.
12. Financial bid shall be duly submitted by all the participating bidders in the Financial Cover. The Financial Bid should be as per the format in e BOQ only.
13. Deleted.
14. Deleted.
15. Tender will be awarded to the bidder who have quoted highest rate per Sqft for the location as mentioned in annexure 2.
16. KWML reserves the right to seek clarifications from bidders on the documents submitted along with bid. If the bidder fails to submit the clarification within the specified time, KWML reserves the right to declare the bid is non- responsive and will not be further evaluated.
17. Queries can be mailed to procurement@watermetro.co.in.
18. After the opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the award of Contract shall be confidential subject to laws of the land. 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.

10. BID SECURITY / EARNEST MONEY DEPOSIT (EMD).

1. The EMD as mentioned in the Key Details shall be remitted by each Bidder and will be accepted only in the following forms.
    1. Online through e-tender portal
    2. Online transfer by NEFT/RTGS: Union Bank of India

        A/c No. 395501010050511, IFSC - UBIN0539554 (Proof to be attached)

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

    (Originals must be received within the time stipulated in key details)
    4. Deleted
    5. Irrevocable Bank Guarantee in the prescribed format issued by a scheduled commercial Bank based in India or from a branch in India of a Foreign Bank. Bank Guarantee should be as per Appendix 5. In case of any change in the format, the bank guarantee will be treated as invalid and the Bid shall be rejected. (Originals must be received within the time stipulated in key details)
2. Any deviation in EMD with regards to amount or mode shall be considered as material deviation and will not be considered
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 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 tender or fails to furnish the Security deposit/ Performance Bank Guarantee (as applicable) in accordance with the terms and conditions (including timelines for furnishing Security Deposit/PBG) of this tender.
    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.
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

5. EMD shall be valid at least for a period of 135 days from the last date of submission of tender and shall be extended as per the request from KWML. If any Bidder does not agree for extension and their bid won't be considered thereafter.
6. The Earnest Money Deposit will not bear any interest.
7. Discharge of EMD of unsuccessful Bidder(s) -The EMD of unsuccessful Bidders will be discharged / returned after the tender is finalized.
8. Discharge of EMD of Successful Bidder- The EMD of the Successful Bidder(s) shall be discharged only after the successful bidder(s) furnishes the Interest Free Security Deposit as required.

11. CORRUPT PRACTICES

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:
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 "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement processor the execution of the Contracts to the detriment of KWML, and includes collusive practice amongBidders (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.
3. 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 tender Document. KWML shall also have the right to forfeit the EMD/ Performance Security of such Bidder, and
    c) To ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.

12. AMENDMENTS

1. KWML reserves the right to 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 tender's portal (www.watermetro.co.in , https://etenders.kerala.gov.in). The applicants are advised to check the website before submission of tender.

KWML may at its sole discretion, extend the last date of submission of application or cancel the Tender process.

13. NOTIFICATION OF AWARD

1. Prior to the expiry of the period of validity of the Bid, at the discretion of KWML, the responsive bidder who quoted the highest amount (Successful Bidder) will be notified through a Letter of Award (LOA) sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.
2. Interest Free Security Deposit: The Licensee shall pay Interest Free Security Deposit to KWML.The interest free Security Deposit shall be paid either as DD or through online payment to KWML account.
3. If the successful bidder fails to pay the required amount as mentioned in Letter of Award (LOA) towards security deposit/performance security, the LOA shall stand cancelled and the EMD 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 the security deposit will the site be , handed over and License agreement executed.

14. DEFINITION & INTERPRETATION

In the contract, unless the context otherwise requires:

1. The heading of these conditions shall not affect the interpretation or construction thereof.
2. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3. Words imparting the singular number include the plural number and vice-versa
4. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. “Applicable Law” shall mean the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time. The contract will be subject to the exclusive jurisdiction of the Courts at Ernakulam.
2. "Bid" shall mean an offer made by the bidder in response of the Tender document.
3. "Bidder" (including the term 'Bidder' or Licensee' in specific contexts) shall mean any person or firm or company or any other legal entity participating in the e-Tender Process.
4. “Contract” (including the terms ‘License Agreement’, or ‘Letter of Award – LoA’ (letter or memorandum communicating to the successful bidder the acceptance of its bid) or ‘Agreement’ shall mean a formal legally binding agreement in writing relating to the subject matter of Tender, entered into between KWML and the successful Bidder on such terms and conditions as contained in the Tender document and which are in compliance with all the relevant provisions of the laws of the country
5. “Day” shall mean a calendar day unless indicated otherwise.
6. “Effective Date” shall mean the date on which this Contract comes into force and effect.
7. “Party” shall mean KWML or the Successful Bidder, as the case may be, and “Parties” shall mean both of them.
8. “Licensor” or “Employer” shall mean Kochi Water Metro Ltd.(KWML).
9. “Third Party” shall mean any person or entity other than the Licensor and the successful Bidder. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between KWML and the Successful Bidder.The Successful Bidder, subject to this contract shall have complete charge of its employees, if any, performing the works and shall be fully responsible for the works performed by them or on their behalf hereunder.
10. The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

15. DOCUMENTS TO BE SUBMITTED

1. Letter of Application as per Appendix 1
2. General Information of the Bidder as per Appendix 2 along with Self-attested copies of PAN card, GST Registration Certificate. In case any or all the provisions mentioned above are not applicable or available, the party should give a declaration to that effect. KWML reserves the right to confirm the legal applicability as submitted by the party.

3. Power of attorney as per Appendix 3 / Board Resolution (Hardcopy to be submitted to KWML office on request).
4. **A write-up of the proposed business establishment (i.e, detailed business plan) confirming to the standards set by KWML shall be submitted.**
5. Deleted
6. Proof for tender fee and EMD paid, Bank Guarantee (if required) as per Appendix 5 (Hardcopy to be submitted to KWMLoffice as per time mentioned in key details)
7. Documents proving eligibility as per clause 3
8. Bank details of the Bidder in their letterhead along with a cancelled cheque copy.
9. Authorization letter for DSC holder in case if any other person other than POA holder submits the bid
10. Duly filled E BOQ

16. FORMATS FOR SUBMISSION

APPENDIX 1- LETTER OF APPLICATION

(To be submitted and signed by the Bidder's authorized signatory)

To,

Chief Operating Officer (KWML)

Kochi Water Metro Ltd

4th Floor , JLN Stadium Metro

Station,Kaloor, Kochi- 682017

Sub: RFP for *"Letting* Out of Office/Commercial Space at Operation Control Centre (OCC) Building (Ground and First Floor) of Kochi Water Metro at Vyttila on License Basis through E Tender

Sir,

a. Being duly authorized to represent and act for and on behalf of..... (herein after referred to as the "Bidder"), and having studied and fully understood all the information provided in the Bid Document along with corrigendum/addendum if any, the undersigned hereby applies as a

   Bidder for Letting Out of Office/Commercial Space at Operation Control Centre (OCC) Building (Ground and First Floor) of Kochi Water Metro at Vyttila on License Basis, according to the terms &conditions provided by KWML.

b. Our Technical Bid, Financial Bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are submitted Online.

c. The tender fee is remitted online.

d. KWML and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual orauthorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you in order to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.

e. KWML and its authorized representatives may contact the following persons for any further information:

Name of the person (s) :

Address :

Phone :

Email :

Fax :

f. This application is made with full understanding that:

- Bids will be subject to verification of all information submitted at the time of bidding.
- KWML reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
- KWML shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same
- I /We declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
- I / We hereby confirm that I / we have read, understood and accepted all the detailed terms and conditions of this RFP and related Information as required for the Bid. We have also visited the Site for the assessment and have made our own due diligence and assessment regarding the Tender.
- I / We declare that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. I / We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the KWML to declare our Tender to be noncompliant, and if the Contract has been awarded to declare the Contract null and void, if anything contrary to the aforesaid is found.
- I / We agree to keep our offer valid for Ninety (90) days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which

are not acceptable to the KWML and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.

- This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, compliance of terms and conditions submitted at the time of bidding and its final acceptance by KWML. We agree that, without prejudice to any other right or remedy, KWML shall be at liberty to take action asper the tender security declaration.

Signature of Bidder/ Authorized signatory
Name of the Bidder (with seal, if applicable)

Date:

Place:

APPENDIX 2 - GENERAL INFORMATION OF THE BIDDER

a) Name of the Bidder:

b) Constitution of the Bidder: (Individual/ Company/ LLP/ Partnership/ Others) If others (Proof for the same to be submitted): (Specify)

c) DOB/ date of commencement of business

d) Registration no: (if applicable)

e) Aadhar no: (for individuals)

f) PAN No (Copy of PAN card to be submitted):

g) Address of the corporate headquarters and its branch office(s), if any, in India

h) Details of individual(s) 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)	Bank Details	:
(i)	GST No.	:

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of Bidder)

Designation Place:
Date:

APPENDIX 3 -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) do hereby constitute, appoint, authorise and nominate ----------

(Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the RFQ/ RFP/Tender No:_____, floated by M/s Kochi Water Metro Limited 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 is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between (the Bidder) 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) have executed these presents on this____day of _____at_____.

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

Competent Authority

APPENDIX -4 - DELETED

APPENDIX -5 STANDARD DOCUMENT FOR TENDER 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_____(Name and Address of the Entity participating in the tender) having their address/ registered Office at _____(Address of the Firm's registered Office) (hereinafter called the "Tenderer") wish to participate in the Tender No. _____for_____of (supply / Erection/ Supply & Erection / Work/others- specify the purpose) of_____(Name of the material / equipment / work/others- specify) floated by Kochi Water Metro Limited (hereinafter calledthe "Beneficiary") and WHEREAS an EMD of Rs. -----/- has to be submitted by the Tenderer for participating in the aforesaid Tender and WHEREAS the tenderer has requested the Guarantor for issuing a Bank Guarantee for Rs. (Amount of EMD) valid till_____(mention here date of validity of this Guarantee which will be ------- days beyond initial validity of Tender) towards EMD 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 Tenderer and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs.____(amount of EMD)

(Rupees_____) (in words) on behalf of the Tenderer. 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 tenderer 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 tenderer 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 tender.

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This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of _____(mention here the date of validity of Bank Guarantee) and shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the tenderer 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 with or without our knowledge or with or without consent by or between the Tenderer and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs._____(amount of EMD) (Rupees_____(in words). Our Guarantee shall remain inforce till_____(days after the date of validity of the Bid/tender as stipulated). 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

Enclosures: -

1. ANNEXURE -1: Terms of License
2. ANNEXURE- 2: Details of Space
3. ANNEXURE - 3: Drawings