



A. GENERAL

1. SCOPE OF TENDER

- 1.1. Kochi Metro Rail Limited (hereinafter referred to as the ‘Employer’) invites Bids for the “Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) Including Related Electrical Infrastructures for Kochi Water Metro Project (KWMP), Kochi, Kerala, India as defined in these Bid documents (hereinafter referred to as the ‘works’).
- 1.2. The EVSE modules of 24 Nos shall be installed on different terminals of water metro network to charge the Hybrid electric Ferries used for regular operations of Water Metro. In addition to this Employer may optionally procure 12 more number of EVSE Module and its related infrastructure with same scope and technical specifications as per Section VII and Section VIII.
- 1.3. The detailed Scope of work under this contract is further described in Part-2 (Works Requirements). The Contractor has to execute the work accordingly with the approval of the Employer. The Contractor shall also carryout effective interface and coordination with the General Consultant (herein after referred to as “GC” or “Engineer”, and other agencies appointed by the Employer from time to time during the Contract period.

2. LOCATION OF THE WORKS

- 2.1. The proposed Kochi Water Metro Project (KWMP) involves development of boat terminals, Floating pontoon systems, provision of boats, boatyard, dredging, systems, and access infrastructure at Kochi. The project location of the proposed Kochi Water Metro Project (KWMP) is in Kochi backwaters, Kochi, Kerala, India. The Sites of works under the scope of this RFP are spanned over the routes identified for the development. The project location and details of routes are attached in Part-2 of this RFP.

3. FRAUD AND CORRUPT PRACTICES

- 3.1. The tenderers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tendering Process. Notwithstanding anything to the contrary contained herein, the Employer may reject any Tender without being liable in any manner whatsoever to the Tenderers if it determines that the Tenderer has, directly or indirectly or through an agent, engaged in any “corrupt, fraudulent, collusive, coercive or undesirable” practice in the Tender Process.
- 3.2. The funding agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section-VI of this document.

4. SECRECY

- 4.1. With a view to safeguard the secrets and confidential information relating to the project, the Tenderer binds himself, his successors, assignees, officials, managers, technical and all other staff directly or indirectly concerned with the Project who may have acquired Project related

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information to secrecy. The Tenderer shall ensure, so far as lies in his power, that no third party has access to any such information.

- 4.2. The Tenderers are permitted to share information from the Tender Document with their possible specialized subcontractor/ suppliers under intimation to the Employer and the Engineer, subject to that the Tenderer shall take an undertaking from such subcontractor/suppliers that such subcontractor/ suppliers shall not share the Tender Document information with any persons.

5. ELIGIBLE TENDERERS

- 5.1. This Bidding procedure is open to all bidders who meet the eligibility and qualification criteria as per Section-III (Eligibility and Qualification Criteria).
- 5.2. A Tenderer which has been barred by the Gol, or Government of the country where the firm is incorporated, and the bar subsist as on the Tender submission date, would not be eligible to submit Tender.
- 5.3. All Tenderers shall be required to setup an office at Kochi for coordinating works related to design, build, supply, delivery, installation, testing and commissioning of Electric Vehicle Supply Equipment (EVSE) Including Related Electrical Infrastructures for Kochi Water Metro Project (KWMP), Kochi, Kerala, India, as a single point of contact, subject to compliance with the applicable laws in India.

6. PROGRAM TO BE INCLUDED

- 6.1. In addition to the undertaking in the Tender to complete the works within the period specified, the Tenderer shall include with his Tender a Project Schedule showing the starting activity in relation to each other and the durations of all key activities.

7. ELIGIBLE MATERIALS, EQUIPMENT AND SERVICES

- 7.1. The materials, equipment and services to be supplied under the Contract and financed by the Agency may have their origin in any country subject to the restrictions specified in Section-V (Eligibility Criteria and Social and Environmental Responsibility), and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services

B.CONTENTS OF TENDER DOCUMENT

8. SECTIONS OF TENDER DOCUMENTS

- 8.1. These Tender Documents consist of all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITT 10.

Part-1 – TENDERING PROCEDURE

Section-I: Instructions To Tenderer (ITT)

Section-II: Tender Data Sheet (TDS)

Section-III: Eligibility and Qualification Criteria

Section-IV: Bidding Forms

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Section-V: Eligibility Criteria and Social & Environmental Responsibility

Section-VI: Agency Policy-Corrupt and Eligibility Fraudulent Practices

Part-1A– E-Tender Toolkit

Part-2- WORKS REQUIREMENTS

Section-VII: Scope of Work & Employer’s Requirements

Section-VIII: Technical Specifications

Section-IX: Drawings & Relevant Documents

Part-3 –CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section-X:

- Particular Conditions (PCC) Part- A: Contract Data

Section-XI:

- General Conditions of Contract (GCC) & Particular Conditions (PC) /Special Conditions of Contract (SCC) Part-B

Section-XII:

- Contract Forms

Section-XIII

- QHSE Manual

Part-4: FINANCIAL BID & BILL OF QUANTITIES

Section-XIV: Preamble and Bill of Quantities

- 8.2. The Invitation for Tender (NIT) issued by the Employer is not part of the Tender Documents.
- 8.3. The Employer is not responsible for the completeness of the Tender Documents and their addenda and/or corrigenda, if they were not obtained directly from the Employer.
- 8.4. The Tenderer is expected to examine all instructions, forms, terms, and Employer’s Requirements in the Tender Documents. Each Tenderer is solely responsible for conducting its own due diligence and investigation in support of the preparation of Tenders, negotiation of agreements, and the subsequent delivery of all services to be provided by the successful Tenderer. Failure to furnish all information or documentation required by the Tender Documents may result in the rejection of the Tender.
- 8.5. The Tenderer shall not make or cause to be made any alteration, erasure or obliterations to the text of the bid documents as uploaded in the E tender Portal.
- 8.6. The Documents including the bid documents and all attached documents provided by Employer shall remain or becomes the property of Employer and are transmitted solely for the purpose of preparation and submission of bid document in accordance herewith. The provisions of this para shall also apply mutatis mutandis to the bids and all other documents submitted by the bidders and Employer will not return to the tenderers any bid, documents or any information provided along herewith.

9. CLARIFICATION OF TENDER DOCUMENTS, SITE VISIT, PRE-TENDER MEETING

- 9.1. A prospective Tenderer requiring any clarification of the Tender Documents shall send his 'query and request for clarification' to the Employer, in writing, at the Employer's address as indicated in the Tender Data Sheet (TDS). The Tenderer shall send his 'query and request for clarification' within time schedule as described in TDS. No 'query and request for clarification' will be considered afterwards. The Employer shall publish its response to 'queries and requests for clarification' and issues raised in 'pre-tender meeting', if any, to all Tenderers, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tender Documents as a result of a request for clarification, it shall do so following the procedure under ITT 10.
- 9.2. The Tenderer is advised to examine the Site(s) where EVSEs would be installed, its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a Contract for the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 9.3. The Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the Site Visit
- 9.4. The Tenderer's designated representative is invited to attend a pre-tender meeting, as provided for in the TDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter related to the tender that may be raised at that stage.
- 9.5. All clarifications to Tender queries and modifications to the Tender documents that may become necessary will be made by the Employer exclusively through Clarifications/Corrigendum to the Tender documents which shall be uploaded in E-Tender and KMRL portal pursuant to ITT 10.
- 9.6. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

10. AMENDMENT OF TENDER DOCUMENTS

- 10.1. At any time prior to the deadline for submission of Tenders, the Employer may amend the Tender Documents by issuing addenda and/or corrigenda.
- 10.2. Any addendum and/or corrigendum issued shall become part of the Tender Documents. It will be published in KMRL website <http://www.kochimetro.org/tenders> and in e-bidding website <http://www.etenders.kerala.gov.in>. The notification about addendum/corrigendum will also be published in GTAI website <https://www.gtai.de>.
- 10.3. To give prospective Tenderers reasonable time in which to take an addendum and/or corrigendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT



C.PREPARATION OF TENDERS

11. COST OF TENDERING

- 11.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 11.2. The Tender submitted by a tenderer shall become the property of Kochi Metro Rail Limited (KMRL) who shall be under no obligation to return the same to the Tenderer.

12. LANGUAGE OF TENDER

- 12.1. The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in English which shall be duly notarized in the jurisdiction where the documents originated, in which case, for purposes of interpretation of the Tender, the English version shall govern.
- 12.2. The tenderer should provide the relevant contact number & e-mail along with postal address, in English, of issuing authority/agency for verification purpose.

13. DOCUMENTS COMPRISING THE TENDER

- 13.1. Tenderers shall upload the scanned copies of the tender documents comprising of qualifying documents, "online". Each document should be uploaded in the respective sections of e-tender portal specific to the sections/forms of RFP document.
- 13.2. The Bid submitted by the Tenderer shall comprise of two sections, one containing the qualification and other documents (Technical Proposal) and the second containing the Financial Proposal.
- 13.3. The qualification and other documents (Technical proposal) has to be duly signed, stamped and uploaded in the e-tender portal.
- 13.4. The Financial Proposal shall be submitted in the E-BOQ provided in e-tender portal only.
- 13.5. The Tenderer has to ensure that the file being uploaded in the web portal shall be in the specified file size, to avoid getting rejected by the portal.
- 13.6. Refer detailed checklist (Section-IV Form-09) for details of each section.

14. LETTER OF TENDER AND FORMS

- 14.1. The Tenderer shall complete the Letter of Tender (both Technical and Financial), including the other documents as listed under ITT 13 of Technical Proposal, using the relevant forms furnished in Section-IV Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20. All blank spaces shall be filled in with the information requested. Refer detailed checklist (Section-IV Form-09) for details of each section.

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15. ALTERNATIVE TENDERS

15.1. Alternative Tenders (offering something different to what is asked for, in the invitation to tender) shall not be considered.

16. TENDER PRICES

16.1. Tenderers shall quote for the whole of the Works on a single responsibility basis such that the total Tender Price covers all the Contractor's obligations mentioned in the Tender Documents in respect of the design, manufacture, including procurement and subcontracting (if any), transportation, packing, forwarding, delivery, installation, testing, commissioning and completion of the Works. This includes all requirements under the Contractor's responsibilities for design, design vetting by third party agencies (i.e. IIT/any other national/international) of repute, testing, test on completion, pre-commissioning, commissioning, test after completion and, where so required by the Tender Documents, the acquisition of all permits, approvals and licenses, etc.; maintenance and training services and such other items and services as may be specified in the Tender Documents, all in accordance with the requirements of the Conditions of Contract.

16.2. The Bidder shall fill in the rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder shall be deemed covered by the rates for all other items in the bill of quantities and will not be paid separately by the Employer.

16.3. Tenderers shall provide price in the manner and detail called for Bid (Financial Proposal). The prices shall only be mentioned in the BOQ uploaded in e-tender portal. Also refer Clause: 14.1, Part-B (Particular Conditions of Contract), Section-XI of Part 3.

16.4. The prices quoted by the tenderer shall be inclusive of all applicable taxes including royalties, levies, cess, duties, charges, fees and all other charges which are required to be paid under the Contract or as required by the applicable Laws. Also refer Clause 14 (Contract Price and Payment) under Particular Conditions of Contract. The E- BOQ given in e-tender portal shall be used for quoting the price for the items of works.

16.5. The rates quoted by the Bidder for the Items shall remain firm and fixed during the entire period of Contract irrespective of any factors and irrespective of any variations in the individual quantity. The Contract Price shall be adjusted for such changes in quantity of Items as per the rates quoted.

16.6. GST as applicable are to be indicated separately in the financial bid in the respective columns of the financial Bid.

16.7. The tax liability as per GST Act rests with the contractor, ambiguity if any regarding the percentage for that particular work or Services Accounting Code (SAC)/HSN etc. shall be cleared along with clarification during Pre-Tender Meeting.

17. CURRENCIES OF TENDER AND PAYMENT

17.1. Bidders shall quote the price in INR only.

18. PERIOD OF VALIDITY OF TENDERS

18.1. Tenders shall remain valid for a period of 180 Days, after the Tender submission deadline date specified in the ITT 22. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

18.2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the Tenderer's responses shall be made in writing. The Tender Security shall also be extended for forty five (45) days beyond the deadline of the extended Tender validity period. A Tenderer may refuse the request without forfeiting its Tender Security and, subsequently, his Tender will be considered "WITHDRAWAL". A Tenderer granting the request shall not be required or permitted to modify its Tender.

19. TENDER SECURITY

19.1. The Tenderer shall furnish as part of its Tender, a tender security in original form and in the amount specified in the TDS.

19.2. The Tender Security shall be in the form of an irrevocable bank guarantee issued by a nationalized bank or scheduled commercial bank permitted to carry out business in India; the irrevocable bank guarantee issued by a nationalized bank or scheduled commercial bank (as defined in the "Reserve Bank of India Act, 1934") located outside India, the issuer shall have a correspondent financial institution located in the India, satisfactory to the Employer, to make it enforceable. The Tender Security shall be submitted either using the Tender Security Form-03 included in Section-IV: Bidding Forms or in another substantially similar format acceptable by the Employer. In either case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for forty five (45) days beyond the initial tender validity period of the Tender, or beyond any period of extension if requested under ITT 18. The claim period of the Tender Security should be at least one year over and above the validity period of Tender Security.

19.3. A copy of the Tender Security BG shall be uploaded in the Tender portal. and original should be submitted to KMRL office at the address and date/time mentioned in TDS at least one hour prior to the Technical Bid Opening date and time.

19.4. Any Tender not accompanied by an enforceable and compliant Tender Security shall be rejected by the Employer as non-responsive.

19.5. The Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security.

19.6. The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

19.7. The Tender Security may be forfeited:

- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Letter of Tender or any extension thereto by the Tenderer, except as provided in ITT 18;
- b. If the Tenderer does not accept the correction of its Tender Price pursuant to ITT 31; or
- c. If the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT 36; or
 - (ii) Furnish a Performance Security in accordance with ITT 37.
 - (iii) Accept the arithmetic correction in the tender
- d. If there is found to be any misrepresentation of facts in the submitted tender

19.8. In case of single entity, the Tender Security shall be in the name of the Tenderer only. In case of Consortium/Joint venture, the Tender Security shall be in the name of the Lead member of the Consortium/Joint venture only

20. FORMAT AND SIGNING OF TENDER

20.1. The Bidder shall scan his proposal document for the purpose of uploading. The document shall be uploaded on E- Tender portal in the order appearing therein. In the event the tenderer is selected, he will have to submit the original document for including in the Contract, if requested by KMRL.

20.2. The original of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a legally authorized Power of Attorney in favour of the person (herein after called the Authorized Representative). In case of proprietorship, the bid shall be submitted by owner/proprietor only. In case of partnership, the bid shall be submitted by all the parties or the managing partner only authorized. In case of company, the bid shall be submitted by any of the directors duly authorized by the board of directors or by such authorized person provided. The executor of the Power of Attorney should be authorized through an appropriate Company Board Resolution or equivalent document, copy of such company Board Resolution or equivalent document should also be attached and shall be duly notarized. In case of a foreign company, the document shall be authenticated by Indian Embassy/Consulate in that country, and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender including those where entries or amendments have been made shall be stamped and signed or initialed by the person signing the Tender.

20.3. Any inter-lineation, erasures, or rewriting shall be valid only if they are signed or initialed by the person(s) signing the Tender; however overwriting shall not be valid.

20.4. Scan copy of Authorization/Power of Attorney for authorized representative should be uploaded on e-Bid portal and original hard copy to be sent to KMRL office at the address mentioned in TDS atleast one hour prior to the Technical Bid Opening date and time.

D.SUBMISSION AND OPENING OF TENDERS

21. SUBMISSION, SEALING AND MARKING OF TENDERS

- 21.1. Tenderers shall upload the scanned copies of the Bid documents comprising of Qualifying documents, Technical Proposal and Financial Proposal separately “online” in the Kerala E-tender Portal “www.etenderskerala.gov.in”.
- 21.2. The financial proposal shall be uploaded separately in financial package in the BOQ format. Tenderers shall not quote/mention rates anywhere else in the Bid other than financial proposal; otherwise the Bid shall be summarily rejected.
- 21.3. The Tenderer shall upload copies of the documents and forms mentioned in the Check List (Section-IV Form-09) certifying full acceptance of all the clauses including corrigenda, In the event the Tenderer is selected, they will have to submit these documents duly signed and stamped on each page, for inclusion in the contract.
- 21.4. Original power of attorney for the authorized signatory to the contract and the bank guarantee towards Tender Security shall be submitted to the address mentioned in the TDS atleast one hour prior to the Technical Bid Opening date and time.

22. DEADLINE FOR SUBMISSION OF TENDERS

- 22.1. Tenders must be uploaded by the Tenderer not later than the date and time indicated in the TDS
- 22.2. The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 10, in which case all rights and obligations of the Employer and Tenderers previously subject to the original deadline shall thereafter be subject to the deadline as extended.

23. LATE TENDERS

- 23.1. The Employer will not consider any Tender that is submitted after the deadline for submission of Tender, in accordance with ITT 22. As the tendering process is online, late submission of bid will not be allowed by E-Tender/Bid Portal. KMRL will not be responsible for any delay, internet connection failure or any error in uploading the Bid Submission. The tenderers are advised to upload their submissions well before the due date and time of Bid submission to avoid any problems and last minute rush.

24. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF TENDERS

- 24.1. As the Tender process is through E-Tender portal, only amendment/modification of the Tender shall be permissible. The Tender may be modified/corrected prior to the closing time and date of submission as mentioned in NIT & TDS

25. TENDER OPENING

- 25.1. Tender opening (Technical) will be done online at the time and dates specified in the TDS.

25.2. The Employer shall conduct the opening of Financial Proposal of all Tenderers who submitted substantially responsive and technically qualified tender. Technical and Financial Bids shall be opened as per E-Tender procedures of Part-1A (E-Tender Toolkit).

E. EVALUATION AND COMPARISON OF TENDERS

26. CONFIDENTIALITY

26.1. Information relating to the evaluation of Tenders and recommendations of Contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is announced pursuant to ITT 35. The undue use by any Tenderer of confidential information related to the process may result in the rejection of its Tender.

26.2. From the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it may do so in writing/e-mail at the address specified in the TDS.

27. CLARIFICATION OF TENDERS

27.1. To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing/e-mail. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 31.

27.2. If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender may be rejected.

27.3. The Employer, solely at its discretion, may ask for the Tenderer for an amendment/ alteration or additional information in Tender after the due date of submission of the Tender except the Financial Proposal. Under no circumstances, the Financial Proposal be amended or altered.

28. DEVIATIONS, RESERVATIONS AND OMISSIONS

28.1. During the evaluation of Tenders, the following definitions apply:

- a. "deviation" is a departure from the requirements specified in the Tender Documents;
- b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
- c. "Omission" is the failure to submit part or all of the information or documentation required in the Tender Documents.

29. EVALUATION OF TECHNICAL PROPOSAL

29.1. Preliminary Examination

The Employer shall examine Technical Proposals to confirm that all documents requested in ITT 13 have been provided, and to determine the completeness of each document submitted.

29.2. The Employer shall determine to its satisfaction whether the Tenderer has submitted the required documents to continue to meet the qualifying criteria specified in Section-III (Eligibility and Qualification Criteria)

29.3. A substantially responsive tender is the one that meets the requirement of the tender documents without material deviation, reservation or omission, The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITT 1.13. If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids

29.4. The Employer shall examine the technical aspects of the Technical Proposal submitted in accordance with ITT 13, in particular, to confirm that all requirements of Part-2 Works Requirements along with relevant Sections have been met without any material deviation, reservation, or omission.

29.5. The evaluation shall be carried out in accordance with Section-III; Eligibility and Qualification criteria. Alternative tender are not allowed in the tender as stated in ITT 15 and shall be ignored if offered.

29.6. A margin of preference for domestic bidders shall not apply.

30. NONMATERIAL NONCONFORMITIES

30.1. Provided that a Tender is responsive, the Employer may waive any non-conformities in the Tender that do not constitute a material deviation, reservation or omission.

30.2. Provided that a Tender is responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31. CORRECTION OF ARITHMETICAL ERRORS

31.1. Financial Proposals determined to be responsive will be checked by the Employer for any arithmetic errors.

- a) If there is a discrepancy between amounts in figures and words, the amounts in words will govern.
- b) if there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and the quantity, the unit rate shall prevail and the total cost shall be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate shall be corrected;
- c) If there is a discrepancy between the total Tender Price and the sum of the total costs, the sum of the total costs shall prevail and the total Tender Price will be corrected.

31.2. The amount stated in Financial Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected and the Tender Security may be forfeited in accordance with ITT 19.

31.3. In case any tenderer make any arithmetical error or quote with a different percentage or omit to quote the same shall be corrected as per percentage applicable against the quoted HSN/SAC code in the financial bid and the total amount inclusive of GST/IGST will be corrected accordingly. In case no HSN/SAC is provided the quoted rate shall be deemed as inclusive of GST/IGST In case, if the total value as per corrected working exceeds the quoted rate inclusive of all taxes in the financial bid, then the base price will be adjusted so as to maintain the original quoted amount inclusive of taxes. It may be noted that KMRL Water Metro project Works is not entitled for any relaxation in GST/IGST rate that are applicable for certain other Govt. projects. Also refer Clause: 14.1, Part-B (Particular Conditions of Contract), Section-XI of Part 3.

32. EVALUATION OF FINANCIAL PROPOSAL

32.1. The Employer shall use the criteria and methodologies for evaluation of Financial Proposal as indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.

32.2. To evaluate a Financial Proposal, the Employer shall consider the following:

- a) The Tender Price quoted by the Tenderer in the E-BOQ uploaded in E-tenders Portal (Financial Proposal);
- b) Adjustment of price for correction of arithmetic errors in accordance with ITT 31 and
- c) Contract shall be awarded in INR and payment shall also be made in INR only. In case of foreign bidder, the formalities required to be completed for receiving payment in INR as per law (if any) are to be fulfilled by the concerned foreign bidder.
- d) The lowest offer will be decided based on the overall lowest amount calculated with the basic price along with GST/IGST.

32.3. The Tenders shall be evaluated in accordance with ITT 32 for comparison.

32.4. Price adjustment provisions, if any, applying to the period of execution of the Contract shall not be taken into account while evaluating the Tender.

32.5. The Employer shall compare the evaluated prices of all the responsive Tenderers to determine the lowest Tender Price.

32.6. If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimate or seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the Works methods and schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected..

33. EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

33.1. The Employer reserves the right to accept or reject any Tenders, and to annul the Tendering process and reject all Tenders at any time prior to Contract award, without assigning any reason thereby incurring any liability to Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's actions. In case of annulment, all Tenders submitted and specifically, Tender Securities shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

34. AWARD CRITERIA

34.1. The Employer shall award the Contract to the Tenderer whose proposal has been determined to be qualified to perform the Contract satisfactorily and whose proposal is substantially responsive to the Tender Documents and whose Tender has been determined to be the lowest evaluated Tender , provided such bidder has been determined to be eligible and qualified in accordance with provisions of ITT 5 and Section-III (Evaluation and Qualification Criteria).

35. NOTIFICATION OF AWARD/ LETTER OF ACCEPTANCE

35.1. Prior to the expiration of the period of Tender validity, the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted. The Letter of Award/ Letter of Acceptance will specify the accepted contract amount to be paid to the Contractor in consideration of execution and completion of works and to remedy any defects as prescribed by the Contract.

35.2. Until a formal Contract is prepared and executed, the Letter of Acceptance accepted by the Bidder shall constitute as a binding Contract.

35.3. The Letter of Award/ Letter of Acceptance will be sent in duplicate to the successful bidder, who will return one copy to the Employer duly acknowledged and signed by authorized signatory, within one week of receipt of the same by him. The letter of Award/ Letter of Acceptance will constitute part of Contract.

35.4. In the event of award, the following will be the sequence of events in the order given below:

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- a. Letter of Award/ Letter of Acceptance
- b. Signing of Contract
- c. Notice to Proceed/s (If any, shall be issued as appropriate time as and when required)

35.5. Upon issuing of Letter of Award/Letter of Acceptance to the successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

36. SIGNING OF CONTRACT

36.1. Promptly after the time the Employer notifies the successful Tenderer that his tender has been accepted, the successful Tenderer shall submit on, the non-judicial stamp paper of appropriate amount (stamp duty) for Agreement within seven (07) days, as per Indian Stamp Act, applicable to state of Kerala, following which the Employer will send the Agreements, for signing to the successful Tenderer.

36.2. Promptly after issuance of the “Letter of Award/ Letter of Acceptance”, the finalized draft Agreement of Contract will be submitted to KfW for No Objection. After receipt of this No Objection, the Employer shall notify to the successful bidder, in writing, about the signing of the Contract. Both parties shall endeavour and ensure to sign the Agreement within 28 days of date of Letter of Award/ Letter of Acceptance.

36.3. The successful Tenderer shall bear all the costs towards Stamp paper required for the preparation of Agreement.

37. PERFORMANCE SECURITY

37.1. Within Twenty One (21) days of the receipt of the Letter of Award/Letter of Acceptance, the successful Tenderer shall furnish the Performance Security pursuant to Part-3, Section-XII (Contract Forms). The validity of Bank Guarantees towards Performance Security shall be initially up to the date of completion of Contract including Warranty Period of EVSE plus claim period of at least one year over and above the validity of the Contract.

37.2. Failure of the successful Tenderer, to submit the above-mentioned Performance Security pursuant to ITT 37.1 and/or to sign the Contract as per ITT 36.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.



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SECTION-II

TENDER DATA SHEET (TDS)

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TENDER DATA SHEET

A. General																										
-	-																									
B. Contents of Tender Documents																										
ITT 9	<p>For clarification purpose only, the Employer's address is: KMRL, 4th Floor, JLN Metro Station, Kochi- 682 017 Email : Mr. Bimal Biswas Mail to: queries@kmrl.co.in</p> <p>Copy to: bimal.b@kmrl.co.in, sajanp.john@kmrl.co.in</p>																									
ITT 9	<p>The 'query or request for clarification', if any, should reach the Employer, in writing/e-mail, not later than 21st Jan 2021 17:00 Hrs IST</p> <p>Tenderers can provide their query or request for clarification by mail or in paper copies. In addition they are advised to provide an editable soft copy (MS Word) of the queries/request for clarifications raised by them.</p> <p>The Tenderers are advised to use the following format for submitting their queries or request for clarification:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="5">Name of the Tenderer:</td> </tr> <tr> <th style="width: 15%;">Query No.</th> <th style="width: 15%;">Tenderer's code*</th> <th style="width: 15%;">Reference Page no.</th> <th style="width: 15%;">Existing Provision in the Tender</th> <th style="width: 15%;">Query or Clarification Sought</th> </tr> <tr> <td>(1)</td> <td>(2)</td> <td>(3)</td> <td>(4)</td> <td>(5)</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Name of the Tenderer:					Query No.	Tenderer's code*	Reference Page no.	Existing Provision in the Tender	Query or Clarification Sought	(1)	(2)	(3)	(4)	(5)										
Name of the Tenderer:																										
Query No.	Tenderer's code*	Reference Page no.	Existing Provision in the Tender	Query or Clarification Sought																						
(1)	(2)	(3)	(4)	(5)																						
ITT 9	<p>* To be filled by the Employer</p> <p>A pre-tender meeting will take place at the following date, time and place: Date: 20th Jan 2021 Time: 11:30 Hrs IST Place: KMRL, 4th Floor, JLN Metro Station, Kochi- 682 017</p> <p>The Employer reserves the right to conduct or cancel the pre-tender meeting depending on the situation of global pandemic of Novel Corona Virus. The Employer reserves the right to conduct the pre-tender meeting online through a suitable platform if required depending on the number and nature of the clarification received through mail or paper copies. In such case, the Employer shall share the meeting link only to the e-mail Id mentioned in the clarification. The bidders are advised to mention their valid e-mail Id to which the meeting link shall be shared. In case, pre-tender meeting is not conducted, the response to pre-bid Queries and Addenda to</p>																									

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	Bid documents, if any, shall be dealt in accordance with TDS mentioned below in following row.
ITT 9/10	Response to pre-bid Queries and Addenda to Bid documents, if any, will be uploaded on the E Tender website & KMRL website and the same shall form part of the bid document.
C. Preparation of Tenders	
ITT 19	The Amount for Tender Security is INR 17.5 Lakhs
D. Submission and Opening of Tenders	
ITT 21	<p>The document submission shall be by way of uploading the scanned copies on the portal only. The Tenderers are further advised to machine number all the pages and prepare a table of contents in the beginning of each volume of documents referring the page numbers of the indexed items.</p> <p>The Tenderer shall ensure physical submission of Earnest Money Deposit (EMD) / Bid Security BG and Power of Attorney (original documents) to below address <u>atleast one hour prior to the Technical Bid Opening date and time:</u></p> <p>KMRL, 4th Floor, JLN Metro Station, Kochi- 682 017</p>
ITT 22	Time and Last Date of Receipt of Bid: 22 nd Feb 2021 Up to 17:00 Hours (Through E-Tender online)
ITT 25	Time and Date of Technical Bid Opening : 24 th Feb 2021 @ 14:00 Hours (Through E-Tender online)
ITT 26	<p>KMRL, 4th Floor, JLN Metro Station, Kochi- 682 017</p> <p>Email : Mr. Bimal Biswas, DGM (Procurement), bimal.b@kmrl.co.in</p> <p>Copy to:, sajanp.john@kmrl.co.in</p>

Note – The dates mentioned in Tender Data Sheet and Notice Inviting Tender (NIT) shall be read in conjunction with each other. In case of any discrepancy between Tender Data Sheet and Notice Inviting Tender, Notice Inviting Tender shall govern. If there is any change in dates or extension of time, the same shall be notified through a Date Corrigendum.



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SECTION-III

ELIGIBILITY AND QUALIFICATION CRITERIA

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1 EVALUATION

The documents required for submission and evaluation of the Qualification, Technical & Financial Proposal is detailed in Form-09 (Check List) of this Section.

2 PRIMARY QUALIFICATION (ELIGIBILITY OF BIDDERS/TENDERERS)

- a. The Bidding procedure is open to all bidders who meet the eligibility criteria.
- b. A bidder or a group of entities in the form of a Consortium/Joint venture their respective personnel (including their sub-contractors, suppliers, manufacturers) and affiliates, shall not be any person or entity under a declaration of ineligibility for been found engaged in 'corrupt, fraudulent, collusive, coercive or undesirable' practices in accordance with ITT 3.
- c. The Bidder for qualification may be a single entity or a group of entities in the form of a Consortium/Joint venture (herein after called "CONSORTIUM/JV"), coming together to construct the Works. However, no Bidder applying individually or as a member of a CONSORTIUM/JV, as the case may be, can be member of another CONSORTIUM/JV Bidder. The term Bidder used herein would apply to both single entity and CONSORTIUM/JV. The Bidder must note that he cannot participate neither as a single entity nor as a Consortium/JV Member in this bid process, if the Bidder has already entered into Contract Agreement for any other package for Kochi Water Metro Project with the Employer.
- d. A bidder which is in the process of corporate debt restructuring are not permitted to submit the bid till their debt restructuring issues are resolved with the Banks/Institutions as of the deadline of bid submission. The statutory auditor's certificate in this regard shall be furnished with the Tender (refer to Section-IV Form-05)
- e. A bidder shall not be under suspension from bidding by the Government ("the Government" means Central/State Government in India, or any entity controlled by it, or Government of the country where the Bidder or in case the Bidder is a CONSORTIUM/JV, member(s) of the CONSORTIUM/JV, is/are incorporated) as a result of the execution of a bid securing declaration.
- f. A bidder which has been barred by the Government of India , or State Government where the firm is incorporated, and the bar subsists as on the bid submission date, would not be eligible to submit bid either individually or as member of a CONSORTIUM/JV.
- g. In regard to matters relating to security and integrity of the country, the Bidder / any Member of the CONSORTIUM/JV should not have been charge-sheeted by any agency of the Government of India or any State in India or convicted by a Court of Law.
- h. No investigation, related to security and integrity of the country, by a regulatory authority should be pending either against the Bidder / any Member of the CONSORTIUM/JV or against Bidder's CEO or any of its directors/ managers/ employees.
- i. Tenders from bidder will be admitted to the procedure provided that none of the following reasons for exclusion, as per the guidelines of KfW, apply:
 - i. Sanctions or embargoes issued by the Security Council of the United Nations, the EU or the German Government preclude the participation of a bidder;

- ii. The bidder is excluded from the tendering process with legal effect of the country of the contracting agency on grounds of criminal offences, especially fraud, corruption or other economic crimes.
 - iii. The bidder is a state-controlled company in the partner country that is not legally or economically independent, or that is not subject to commercial law, or that is a public authority dependent on the contracting agency or the project executing agency or the recipient of the loan/financing amount.
 - iv. The Bidder or individual members of the bidder's staff or a subcontractor has economic links or family ties with personnel of the contracting agency who are involved in preparing the tender documents, awarding the contract or supervising the execution of the contract, insofar as the conflict of interests could not be resolved to KfW's satisfaction in advance of the contract award and execution phase.
 - v. The bidder is or was involved as a consultant in the preparation or implementation of the project. The same applies to an enterprise or an individual that is closely connected to the bidder under a company group or a similar business link, or to several enterprises or individuals associated correspondingly. (exception: In BOT projects or turnkey projects a participation of future suppliers or manufacturers may even be desirable);
 - vi. The bidders or individual members of the bidder's staff or a subcontractor are or were during the last 12 months prior to publication of the invitation to tender indirectly or directly linked to the project in question through employment as a staff member or advisor to the contracting agency, and are or were able in this connection to influence the award of the contract for services, or the bidder is or was otherwise able to influence the award of the contract for services.
 - vii. By signing the Declaration of Undertaking, the bidder attests that none of reasons for exclusion or conflicts of interest apply. In case of doubt, when tendering the bidder in question shall furnish proof to the satisfaction of the contracting agency and KfW.
- j. A bidder or a member of a CONSORTIUM/JV shall be complied with eligibility criteria described in Section-V (Eligibility Criteria and Social and Environmental Responsibility)
- k. The bidder may be a private entity or government entity or any combination of them with a Joint Tendering Agreement or under an existing agreement to form a CONSORTIUM/JV.
- l. The bidder shall not have a conflict of interest (the Conflict of Interest) that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified. The bidder shall be deemed to have a conflict of interest affecting the bidding process, if
- i. Bidders in two different bids have controlling shareholders in common (however this provision is not applicable for government owned entity); or
 - ii. Submits more than one bid; or
 - iii. The bidder has participated as a consultant in the preparation of the design or technical specifications of the works that for the subject bid; or

- iv. such Bidder, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any associate thereof (however this provision is not applicable for government owned entity); or
 - v. such Bidder has the same Authorised Representative for purposes of this Bid as any other Bidder
- m. The bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

3 CONSORTIUM/JOINT VENTURE (CONSORTIUM/JV) BIDDERS

In case the Bidder is a CONSORTIUM/JV, it shall, comply with the following additional requirements:

- a. The number of members in a CONSORTIUM/JV shall not exceed two (02) including Lead Member;
- b. Members of the CONSORTIUM/JV shall nominate one member as the Lead Member (the "Lead Member").The nomination(s) shall be supported by a Power of Attorney, as per the format given in (Section-IV Form-02), signed lead member of the CONSORTIUM/JV;
- c. Share of the Lead Member and other Members in the CONSORTIUM/JV shall be as follows:

CONSORTIUM/JV Member	Percent Share in CONSORTIUM/JV
Lead Member	Not less than 51%
Other Member	Not less than 30%
Total of all members of CONSORTIUM/JV should be:	100%

- d. The CONSORTIUM/JV shall nominate a Representative through a Power of Attorney (authorised by all CONSORTIUM/JV members) who shall have the authority to conduct all business for and on behalf of any and all the members of the CONSORTIUM/JV during the bidding process (Section-IV Form-02).
- e. Members of the CONSORTIUM/JV shall enter into a Joint Tendering Agreement, substantially in the format given in (Section-IV Form-08): CONSORTIUM/JV-JTA (the "Jt. Tendering Agreement"), for the purpose of making and submitting a Tender.
- f. In case of award, the successful bidder shall furnish JV/Consortium Agreement to the Employer in a format acceptable to the Employer along with the successful bidder's acceptance to the Letter of Acceptance issued by the Employer. The JV/Consortium Agreement shall include among other things, the joint venture's objectives, the proposed management structures, the proposed distribution of responsibilities both financial as well as technical for execution of the work, the contribution of each partner to joint venture operation, the commitment of partners to the joint and several liability for due performance,

recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.

- g. The Lead member shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the contract including payment shall be carried out exclusively through the Lead member. A statement to this effect should be included in the JV/Consortium Agreement.
- h. Except as provided under this Tender Documents, there shall not be any amendment to the Jt. Tendering Agreement without the prior written consent of the Employer.
- i. The JV/Consortium Agreement (form shall cover, inter alia, the following:
 - i. Financial participation of each member in the CONSORTIUM/JV, which shall be within the limits stipulated in the Bidding document;
 - ii. Distribution of management responsibilities between the members; and
 - iii. List of Key Personnel to be deployed by each member at Site for the execution of the Works.
- j. Non-submission of the agreement to the satisfaction of the requirements of the Bid Documents could lead to rejection of the Bid.



4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
4.1 General							
4.1.1	JV Bidder Composition (if applicable)	No Single entity Bidder is a member of another CONSORTIUM/JV Bidder or vice versa in accordance with Clause 2 (c) of Section-III: Eligibility and Qualification Criteria	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Schedule-01 of Section-IV
4.1.2	Conflict of Interest	No conflicts of interest in accordance with Clause 2 (l) of Section-III: Eligibility and Qualification Criteria	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Schedule-01 of Section-IV
4.1.3	Suspension Based on Execution of Bid Securing Declaration	Not under suspension based on execution of a Bid Securing Declaration in accordance with Clause 2 (e) of Section-III: Eligibility and Qualification Criteria	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Schedule-01 of Section-IV

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4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
4.1.4	Barred by Government	Not barred by Central Government or State Governments, PSU's in India as on the Bid Submission Due Date in accordance with Clause 2 (f) of Section-III: Eligibility and Qualification Criteria	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Schedule-01 of Section-IV
4.1.5	Corporate Debt Restructuring	No corporate debt restructuring is in process and/or no unresolved debt restructuring issues with the Banks/ Institutions as on the Bid Submission Due Date in accordance with Clause 2 (d) of Section-III: Eligibility and Qualification Criteria.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form-05 of Section-IV
4.2 HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY							
4.2.1	History of Non-Performing Contracts	Non-performance (**) of a contract did not occur as a result of contractor's default between 1 st April 2013 to 31 st March 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Schedule-04 of Section-IV

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4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
<p><i>(*) Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. This requirement also applies to contracts executed by the Bidder as JV member.</i></p>							
4.2.2	Pending Litigation	Bidder's financial position and prospective long term profitability still sound according to criteria established in Criteria No. 4.3.1 below and assuming that 50% of all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Schedule-05 of Section-IV
4.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder between 1 st April 2013 to 31 st March 2020 ^(\$\$)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Schedule-06 of Section-IV
<p><i>(\$\$) The Bidder shall provide accurate information on the related Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution from 1st April 2013 to 31st March 2020. A consistent history against the Bidder or any member of a joint venture may result in disqualification of the Bidder.</i></p>							
4.3 FINANCIAL SITUATION AND PERFORMANCE							

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4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
4.3.1	Financial Capabilities	The audited balance sheets and other financial statements acceptable to the Employer, for the last 5 (five) financial years ending 31 st March 2020 shall be submitted and must demonstrate the current soundness of the Bidder's financial position. <i>* Note: The information submitted by the Bidder must mention Total Assets, Current Assets; Total Liabilities; Current Liabilities; Share Capital, Profit Before Taxes, Profit After Taxes</i>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Schedule-08 & Schedule-09 of Section-IV
4.3.2	Average Annual Turnover from Similar Works	Minimum average annual turnover (%) equivalent to Rs 23.5 crores calculated as total certified payments received for contracts in progress and/or completed within the last Three financial years ending 31 st March 2020.	Must meet requirement	Must meet requirement	Must meet requirement in proportion to it's financial share in the consortium/JV	N/A	Schedule-10 of Section-IV

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4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
<p><i>(%%) If the annual turnover for Similar Works is not clearly stated in the Audited Balance Sheets / Financial Statements of the Bidder /JV member, specific certificate issued by its Statutory Auditors or in case the accounts of the Bidder or of the members of JV are not required to be statutorily audited, certified in accordance with local legislation, should be submitted.</i></p>							
4.4 EXPERIENCE							
4.4.1	Similar Work(s) Experience⁽¹⁾	A minimum number ⁽²⁾ of similar works specified below that have been satisfactorily and substantially ⁽³⁾ completed as a prime contractor or JV/Consortium Partner during last seven (7) years ending last day of month previous to the one in which bids are invited “Similar Work(s)” means Design, supply, installation, testing and	Must meet the requirement of at least 1 (one) contract of minimum value of Rs. 14 crores;	N/A	N/A	Must meet the requirement of at least 1 (one) contract of minimum value of Rs. 14 crores;	Schedule-07 A of Section-IV with all supporting documents including completion certificates for completion of works and/or substantial
			OR	OR	OR	OR	

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4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		commissioning of EV Charging stations or Equipment related to battery Chargers, storage Batteries, AC to DC/ DC-DC/ DC-AC converters including Electrical infrastructure ”	Must meet the requirement of at least 2 (two) contracts each of minimum value of Rs. 9 crores	Must meet the requirement of at least 2 (two) contracts each of minimum value of Rs. 9 crores	N/A	N/A	completion of works issued by the clients of the bidder which can demonstrate the requirement being met.
			OR	OR	OR	OR	
				Must meet the requirement of at least 3 (three) contracts each of minimum value of Rs 7 crores	Must meet the requirement of at least 3 (three) contracts each of minimum value of Rs 7 crores	N/A	

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4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS			DOCUMENTATION	
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
4.4.2	Experience⁽⁴⁾ in Key Activities	For the above and / or any other contracts completed and under implementation as a contractor/ JV/Consortium during last Seven (7) years ending last day of month previous to the one in which bids are invited, a minimum experience in the following key activity ⁽⁵⁾					



4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
4.4.2(a)		Manufactured and supplied at least 5 (five) number of Electric Vehicle Supply Equipment of capacity 50KW or more based on DC fast charging technology. Out of 5 (five) number, minimum 3 number shall be of CCS based DC fast charger.	Must meet requirement	N/A	N/A	Must meet requirement	Schedule-07 B of Section-IV with all supporting documents including completion certificates for completion of works issued by the clients of the bidder which can demonstrate the requirement being met.

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4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
4.4.2(b)		Installation, testing and commissioning or substantial completion of at least 5 (five) number of Electric Vehicle Supply Equipment of capacity 50KW or more based on DC fast charging technology.	Must meet requirement	N/A	Must meet requirement	N/A	Schedule-07 B of Section-IV with all supporting documents including completion certificates for completion of works issued by the clients of the bidder which can demonstrate the requirement being met.
4.5 Quality and ESHS Requirements							
4.5.1	Quality Management System	Availability of Quality Management System	Must meet requirement	N/A	N/A	Must meet requirement	Must submit Supporting documents as per Annexure-1

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4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
4.5.2	ESHS Declaration: Environmental, Social, Health & Safety (ESHS) past performance, ESHS Personnel	<p>Declare any similar work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse and gender based violence) or Health or safety requirements or safe guard in the past 5 years</p> <p>1. ESHS Performance Declaration shall be submitted.</p> <p>2. ESHS Personnel Section-III Clause 5.2</p>	Must make the declaration.	N/A	Each Must make the declaration.	N/A	Schedule-17, Schedule-14 and Schedule-15 of Section-IV with supporting documents



4. ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS			DOCUMENTATION	
No.	Subject	Requirement	Single Entity	CONSORTIUM/JV			Submission Requirements
				All Parties Combined	Each Member	Any One Member	
		<p><i>(1) The Similar Works experience(s) of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. The Bidders are strictly advised to adhere to this requirement and submit the Similar Works experience(s) from the client(s) of the Bidder.</i></p> <p><i>(2) The values required in the Similar Works experience are inclusive of GST/VAT etc. The Bidder shall clearly indicate the applicable tax amount and percentage in Schedule 07 A & B. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.</i></p> <p><i>(3) Substantial completion shall be based on 80% or more works completed under the contract.</i></p> <p><i>(4) Deleted</i></p> <p><i>(5) The experience(s) of Group Companies, Parent Companies or Sister Companies, concessionaires and developers shall not be considered for evaluation. The Bidders are advised to strictly adhere to this requirement and submit the experience(s) from the client(s) of the Bidder or of the member(s) of JV only. For contracts under which the Bidder participated as a member of a joint venture/consortium; only the Bidder's share, by value, shall be considered to meet this requirement</i></p> <p><i>(6) Deleted</i></p>					

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ANNEXURE-1

QUALITY MANAGEMENT SYSTEMS QUALIFICATION CRITERIA

SI No	Task	Yes	NO	Marks	Comments	
1	ISO 9001:2015	A valid certificate		<input type="radio"/> Yes <input type="radio"/> NO	5	If Yes , provide valid certificate copy
If the bidder does not have ISO 9001:2015 , then below mentioned parameters shall be evaluated						
1	QMS requirements					
a	Has the bidder been subjected to any major quality related noncompliance and prosecuted by law in the past 5 years in any sites?	<input type="radio"/>	<input type="radio"/>	1	If No, Provide schedule of projects performed in the last 5 years. If Yes, provide details of litigation and measures taken for rectifying these problems	
	Sub Total				1	A
2	QMS policy and management					
a	Does the bidder have a written Quality policy	<input type="radio"/>	<input type="radio"/>	0.50	If Yes, provide substantiating Documents.	
b	Is there an independently certified Quality Management System in place for the bidder other than ISO	<input type="radio"/>	<input type="radio"/>	0.50		
c	Do the bidder has an QMS manual practicing within the company	<input type="radio"/>	<input type="radio"/>	0.50		
d	Are QMS responsibilities clearly defined for all levels of staff	<input type="radio"/>	<input type="radio"/>	0.50		
	Sub Total				2	B
4	Work place inspection for Quality Management					
a	Is there a procedure by which employees can report quality issues at their work place	<input type="radio"/>	<input type="radio"/>	0.5	If yes please provide the formats /procedure	
b	Are records of work place inspection reports noncompliance & corrective action plans maintained?	<input type="radio"/>	<input type="radio"/>	0.5	If yes, provide details of a previous site.	
	Sub Total				1	C
5	QMS performance Monitoring					
a	Is there a system for recording and analysing QMS performance statistics	<input type="radio"/>	<input type="radio"/>	0.5	If yes, provide details	
b	Are standard workplace inspection checklists used to conduct Quality inspections with at least four of the following: Material Management and Inspection, Audit,	<input type="radio"/>	<input type="radio"/>	0.5	If yes, provide details of a previous site.	



SI No	Task	Yes	NO	Marks	Comments
	Work place inspection reports, Completion certificate				
	Sub Total			1	D
	Total (A+B+C+D)			5	

Note :

- 1). For the bidder to qualify in this criteria , bidder has to obtain a minimum of 3 Marks out of Total 5 marks (ie A+B+C+D = minimum 3 marks)
- 2) If both the Bidders in JV/Consortium, who do not possess valid ISO certificate, then both the bidders must submit this Annexure-1 in individual capacity separately for qualification criteria.
- 3) If any one member in JV/Consortium possesses a valid ISO certificate, the bidder would be qualified. Other member of the JV/Consortium is not required to submit this Annexure-1.
- 4) The JV/consortium will act as a single entity and shall be responsible to maintain the complete quality management aspects of the Works at different sites.
- 5) The Lead member shall be responsible to deploy quality manager,
- 6) Lead member shall ensure strict adherence to quality management systems approved for the Contract
- 7) Lead member shall train other consortium member personnel at regular interval.

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5 TECHNICAL SUITABILITY

5.1 GENERAL

The Bidder in his technical proposal submit the write-ups/documents as mentioned in this section, which shall be used to analyse if the Bidder has necessary resources and the project appreciation to carry out the works as per the contract requirements.

5.2 PERSONNEL

The Bidder shall propose to arrange the following minimum key personnel during the execution of Works.

S. No.	Key Position with nos.	Minimum Qualifying Requirement			Rate of recovery in case of non-compliance
		Total Works Experience (years)	In Similar Works Experience (years)	Minimum Education Qualification	
1.	Project Manager/In-charge (01)	10 for Graduate/15 for Diploma	2	Bachelor's Degree in Electrical Engineering Or Diploma in Electrical Engineering	Rs. 1,00,000/- per month per each personnel
2.	Site Engineer (04)	05 for Graduate/ 07 for Diploma	2	Bachelor's Degree in Electrical Engineering Or Diploma in Electrical Engineering	
3.	Quality Assurance and Quality Control Manager (01)	5	2 (Should have experience in QA/QC)	Bachelor's Degree in Engineering	
4.	Environment, Health & Safety Manager (01)	5	2	Bachelor's Degree in Engineering with Health/Safety Certification Or Any Bachelor's Degree with Health/Safety Certification	

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Bidder shall provide details of the proposed personnel and their experience records as indicated in Schedule-14 and Schedule-15 of Bid Document. During execution of the works, the Contractor shall ensure that the personnel proposed during the bidding stage shall be deployed and present full time at site. In case any replacement to the above personnel is sought the Contractor would need to ensure that the person proposed as replacement has equal or better qualification and experience as mentioned above. Further the replacement shall be subject to the approval of the Employer.

5.3 DELETED

5.4 TECHNICAL SUBMITTAL

5.4.1 Method Statement

- a. The Bidder shall submit a method statement, as per Schedule-12: as provided in Bid Documents. The Method Statement shall detail the sequence and method of working he intends to adopt for various items of work including but not limited to site clearance, temporary works, setting up of store, procurement, transportation, storage, shifting, installation, testing, commissioning, maintenance during Defects Notification Period and any other items as per the Bid requirement.
- b. The bidder has to submit the companies Quality Policy, Quality object and quality manual followed at construction site and corporate level along with the field quality plan and method statements.

5.4.2 Organization and Management

The Bidder shall submit an organization chart, using Schedule-13: Organization and Management as provided in Bid Documents, identifying the management and reporting structure for key positions. The Bidder shall also submit a commentary that describes the roles and responsibilities of the various key positions in the organization structure, the minimum qualifications, channels of communication, organization they come from and how this organization structure will manage the execution of the works within the scheduled period. The names and CV's of key staff in the organization chart shall be included, and referenced to Schedule-14 & Schedule-15 of Bid Document.

5.4.3 Work Programme

- a. The Bidder shall submit a Work Programme, using Schedule-16: Work Programme as provided in Bid Documents, which shall indicate how the Bidder intends to organize and carry out the Works, achieve Milestones and complete the Section(s) and whole of the Works by the appropriate Key Dates. The Work Programme shall be prepared in terms of days from the Date of Commencement of Works, taking D as the Commencement Date and other time schedules marked in D+ format.
- b. The Work Programme shall show how the Bidder proposes to organize and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates/Milestones. This shall be in the form of MS Project.
- c. The Works Programme shall take into account the Bidder's proposed Submission and Approval Programme and should:

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- i. Be consistent with the overall Work Programme and in accordance with the Employer's Requirements;
- ii. Make adequate allowance for periods of time for review by authorities whose approval is necessary;
- d. The Work Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Bidder.
- e. All programmes shall Engineering, procurement including procurement periods, major material, drawing submission and approval, manufacturing & delivery, on site, off-site, interface and periods, utilities and other contractors, transportation, storage, installation, testing and commissioning along with any other training and trial running information, handing over etc.

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SECTION-IV BIDDING FORMS

WATER METRO
PROJECT

RFP FOR ELECTRIC VEHICLE
SUPPLY EQUIPMENT

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FORM-01 POWER OF ATTORNEY FOR SIGNING OF TENDER

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

To know all men by these presents that, I, _____, holding the post of _____ and competent authority of _____ (the Bidder/Lead Member of the Joint Venture/Consortium) do hereby constitute, appoint, authorise and nominate -----(Name & Designation) to do all such acts, deeds and things necessary in connection or incidental with the RFP No: _____, floated by M/s Kochi Metro Rail Limited for -----) including signing and submission of all the documents and providing necessary information/response to Kochi Metro Rail 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/Joint Venture/Consortium) and Kochi Metro Rail Limited, if tender is awarded in favour of -----(the Bidder / JV/Consortium), whichever is applicable.

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

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

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

Competent Authority

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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