

FORM-02 FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER BY JOINT VENTURE/ CONSORTIUM MEMBERS

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

To know all men by these presents that we parties whose details are as follows;

1. M/s _____, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at _____ (hereinafter referred as “_____”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its _____.
2. M/s _____, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at _____ (hereinafter referred as “_____”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its _____.

Have entered into a Joint Venture/Consortium agreement for the purpose of request for proposal/securing the work of _____ vide tender No: _____ and with our principal place of business at _____ (hereinafter referred as “_____”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns)

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint “_____”, who is the lead member of the JV/Consortium as our duly constituted Lawful Attorney (hereinafter referred as “Attorney/Lead Member”) to exercise all or any of the powers for and on behalf of the Joint Venture Company/Consortium Members in regards to the Tender No: _____ the bids for which have been invited by the Kochi Metro Rail Limited (herein after referred to as “KMRL”)

- a. To submit proposal and participate in the above-mentioned bid specification of KMRL on behalf the “Consortium/ Joint venture Members”.
- b. To negotiate with the Employer the terms and conditions for award of the contract pursuant to the above-mentioned bid and to sign the Contract with KMRL for and on behalf of the “Consortium / Joint venture Members”.
- c. To do any other act or submit any document related to the above.
- d. To receive, accept and execute the contract for and on behalf of the “Consortium / Joint venture Members”.
- e. To authorise any person, employee or otherwise to represent the Lead Member and Consortium/JV for doing the aforesaid

f. In the event of an order placed on the Joint Venture/Consortium the work shall be executed as per the terms and conditions of the Letter of Acceptance issued and the Agreement executed between KMRL and the Joint Venture.

It is expressly understood that 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 Joint Venture/Consortium and Kochi Metro Rail Limited, if tender is awarded in favour of the JV/Consortium.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney/Lead Member and its authorised person/s pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney/Lead Member shall always be deemed to have been done by us.

IN WITNESS THEREOF, the Members constituting the Joint Venture/Consortium as previously mentioned have executed these presents on this ___ day of _____ under the Common Seal(s) of their companies.

For _____

For _____

Authorized Signatory

Authorized Signatory

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.*

	KOCHI METRO RAIL LTD (WATER METRO PROJECT)	FUNDING BY  KFW
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FORM-03 TENDER SECURITY (BANK GUARANTEE) FORMAT

(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 Metro Rail Ltd, ----- (hereinafter called the beneficiary).

WHEREAS M/s. _____ (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 Metro Rail Limited (hereinafter called the “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

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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.

This Bank Guarantee shall be valid and binding on this Bank up to 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 in force 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:

Signature of the Bank's Authorized

Date:

Signatory with Official Seal

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FORM-04 COPYRIGHT UNDERTAKING

To:
The General Manager
KMRL, Kochi
Kerala (India)

Subject: Tender for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

Dear Sir,

We,[name of Tenderer] hereby undertake that the tender drawings, reference documents etc. both in hard copy and digitized format, and the Tender Documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by KMRL shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the tenderer or party to tenderer, sub- contractors of the tenderer will be involved with either in India or any other country.

For and on behalf of [Name of the Tenderer]

.....

[Signature]

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FORM-05 CERTIFICATE FOR CORPORATE DEBT RESTRUCTURING

Subject: Tender for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

TO WHOM IT MAY CONCERN

This is to certify that [*Bidder's legal name with address*], is not under the process of Corporate Debt Restructuring and/or [*Bidder's legal name with address*] resolved all debt restructuring issues with the Banks/Institutions as on [*date of issuance of certificate not before than one month of deadline of Bid submission*]

Certified that the above information is correct as per records and nothing has been omitted / concealed.

.....(*Signature of the Statutory Auditor*)

..... (*Full Name of the Statutory Auditor*)

..... (*Name of the Statutory Auditor's Firm*)

..... (*Complete Address of the Statutory Auditor's Firm*)

..... (*Telephone/fax numbers, including city codes*)

..... (*E-mail of the Statutory Auditor*)

..... (*Seal of the Statutory Auditor*)

Membership No. of the Statutory Auditor:

Note:

- (i) In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.
- (ii) Please do not attach any printed Annual Financial Statement

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FORM-06 STATEMENT OF INTEGRITY, ELIGIBILITY AND SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

Reference name of the Bid:

("Contract")

To:

The General Manager

Kochi Metro Rail Limited, ("Contracting Authority")

Kochi, Kerala (India)

1. We recognise and accept that KfW only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between KfW and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance
2. We hereby certify that neither we nor any other member of our joint venture or any of our Subcontractors are in any of the following situations:
 - a. being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - b. having been convicted, within the past five years by decision of a court decision, which has the force of res judicata in the country where the project is implemented, of one of the acts mentioned in sections 6 (a) to 6 (d) below or of any other offense committed during the procurement or performance of a contract¹;
 - c. being listed for financial sanctions by the United Nations, the European Union and/or Germany for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - d. having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - e. not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - f. having been convicted, within the past five years by a court decision, which has the force of res judicata, of one of the acts mentioned in sections 6 (a) to 6 (d) below or of any other offense committed during the procurement or performance of a KfW-financed contract;
 - g. being subject to an exclusion decision of the World Bank since 30th May 2012, and being listed on the website <http://www.worldbank.org/debarr2>;
 - h. having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.

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3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
 - a. being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - b. having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - c. being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
 - d. being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - e. in the case of a works or goods procurement procedure:
 - i) having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii) having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy, and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:
 - a. We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
 - b. We have not and we will not engage in any dishonest conduct (act or omission) Contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
 - c. We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity

- d. We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
 - e. We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.
 - f. Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany.
 - g. We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties, Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.
7. We, as well as members of our joint venture and our subcontractors authorise KfW to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by KfW.

Name:..... In the capacity of

Signature:.....

Duly empowered to sign the bid in the name and on behalf of³.....

NOTE:

¹In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this KfW-financed contract.

²In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this KfW-financed contract.

³ In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.

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FORM-07 DECLARATION OF UNDERTAKING

Subject: Tender for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding KFW Guidelines¹

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of Republic of India.

We also declare that our company has not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KFW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KFW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

(Place)
(Date)

(Name of company)
.....
(Signature(s))

⁽¹⁾See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"

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FORM-08 JOINT TENDERING AGREEMENT FOR CONSORTIUM/ JOINT VENTURE

(Refer Clause 4 of Section-III)

[To be executed on Stamp paper of appropriate value]

THIS JOINT TENDERING AGREEMENT is entered into on this the day of 202...

BETWEEN

1., a company having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2., a company having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above mentioned parties of the FIRST and SECOND are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) THE PROJECT, represented by its(hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Tenders for the works (the “Works”).
- (B) The Parties are interested in jointly Tendering for the Works as members of a CONSORTIUM/JV and in accordance with the terms and conditions of the Tender document in respect of the Works, and
- (C) It is a necessary condition under the Tender document that the members of the CONSORTIUM/JV shall enter into a Joint Tendering Agreement and furnish a copy thereof with the Tender.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium/Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a consortium/joint venture (the “**CONSORTIUM/JV**”) for the purposes of jointly participating in the Tendering Process for the Works.
- 2.2 The Parties hereby undertake to participate in the Tendering Process only through this CONSORTIUM/JV and not individually and/ or through any other consortium constituted for this Works, either directly or indirectly or through any of their associates.

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3. Covenants

The Parties hereby undertake that in the event the CONSORTIUM/JV is declared the selected Bidder and awarded the Contract, the CONSORTIUM/JV members shall enter into a Agreement with the Employer through its lead partner, undertake to perform all its obligations in compliance with the Agreement for the Works.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the CONSORTIUM/JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the CONSORTIUM/JV during the Tendering Process and until the Agreement is entered into with the Employer; Party of the First Part shall be the and
- b) Party of the Second Part shall be the.....

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the, Tendering Document and the Agreement.

6. Percentage Participation in the CONSORTIUM/JV

6.1 The Parties agree that the proportion of percentage participation in works among the Parties in the CONSORTIUM/JV shall be as follows:

First Party (Lead Member): *[should have at-least 51% percentage participation]*

Second Party: *[should have at-least 30 % percentage participation]*

6.2 The Parties undertake that they shall collectively hold 100% (hundred percent) of the percentage participation of the CONSORTIUM/JV at all times until the Completion of Guarantee Period of the Works.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the CONSORTIUM/JV Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any applicable law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

- (iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such party is a party or by which such party or any of its properties or assets are bound or that is otherwise applicable to such party; or
- (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such party so as to prevent such party from fulfilling its obligations under this agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) The JV 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.
- (f) The most experienced partner will be the Lead Partner and nominated as the partner-in-charge.
- (g) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint and entire execution of the contract including payment shall be carried out exclusively through the partner-in-charge. A statement to this effect should be included in the Joint Venture Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of Guaranty Period of the Works is achieved under and in accordance with the Agreement, in case the Contract is awarded to the CONSORTIUM/JV. However, in case the CONSORTIUM/JV does not get selected for award of the Contract, the Agreement will stand terminated or upon return of the Tender Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Tendering Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER

For and on behalf of SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the Joint Tendering Agreement 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. *Each Joint Tendering Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Tendering Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. 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.*

FORM-09 CHECK LIST

Subject: Tender for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

S. No.	Documents	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
Hard Copy Submission as per Tender Procedure					
1.	Hard copy of original BG for EMD; Bid Security Form	ITT 19.3 read with BDS; Form-03 of Section-IV			
2.	Hard copy of POA; POA Form	ITT 20.4 read with BDS; Form-01 & Form-02 of Section-IV			
(All documents stated below shall only be uploaded online in the E-Tender portal sequentially. Hard copy submission of the below mentioned documents shall lead to rejection of Bid)					
3.	Checklist	Checklist (Form-09 of Section-IV)			
4.	Letter of Tender	Schedule-11 of Section-IV			
5.	Particulars of Bidder/ Particulars of Joint venture member	Schedule-2 & Schedule-3 of Section-IV			
6.	Extract of Charter documents and documents such as board or shareholder's resolution/power of attorney duly notarized/ authorized in favour of the person executing Power of Attorney for delegation of power on behalf of the bidder	ITT 20			
7.	Joint Tendering Agreement For Consortium/Joint Venture	Form-08 of Section-IV			
8.	Company Details/ Brochure/ Presentation etc.				



S. No.	Documents	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
9.	Copy of Certificate of Incorporation and/or registration documents with Memorandum of Association, Articles of Association / Partnership deed etc.				
10.	GST registration number and proof shall be furnished. (if applicable)				
11.	Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company / Firm shall be furnished along with the bid.				
12.	Declaration of Undertaking	Form-07 of Section-IV			
13.	Statement of Integrity	Form-06 of Section-IV			
14.	Copyright Undertaking	Form-04 of Section-IV			
15.	Letter of confirmation for acceptance of tender conditions	Schedule-18 of Section-IV			
16.	Acceptance and confirmation of site visit and site conditions	Schedule-19 of Section-IV			
Eligibility and Qualification Criteria					
17.	JV Bidder Composition	Schedule-01 of Section-IV			
18.	Conflict of Interest	Schedule-01 of Section-IV			
19.	Suspension based on Execution of bid securing declaration	Schedule-01 of Section-IV			
20.	Barred by Government	Schedule-01 of			



S. No.	Documents	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
		Section-IV			
21.	Corporate Debt Restructuring	Form-05 of Section-IV			
22.	History of Non Performing Contracts,	Schedule-04 of Section-IV			
23.	Pending Litigation	Schedule-05 of Section-IV			
24.	Litigation History	Schedule-06 of Section-IV			
25.	Financial Capabilities	Audited Balance Sheets/Financial statements for last 5 years, Schedule-08 & Schedule-09 of Section-IV			
26.	Average Annual Turnover	Schedule-10 of Section-IV			
27.	Similar Works Experience	Schedule-07 of Section-IV with all supporting documents which can demonstrate the requirement			
28.	Experience in Key Activities	Schedule-07 B of Section-IV with all supporting documents which can demonstrate the requirement			
29.	Quality Management System	Annexure-1 of Section-III and supporting documents mentioned thereof			



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S. No.	Documents	Ref.	Put ✓ or X as Applicable	Page No.	Remarks
30.	ESHS Requirements- Declaration	ESHS Schedule-17 of Section-IV			
Technical Suitability					
31.	Proposed Key Personnel	Schedule-14 of Section-IV			
32.	Resume of Proposed Key Personnel;	Schedule-15 of Section-IV			
33.	Method Statement	Schedule-12 of Section-IV			
34.	Organization and Management	Schedule-13 of Section-IV			
35.	Work Programme	Schedule-16 of Section-IV			
Financial Bid					
36.	Financial Bid - BOQ – Excel Sheet	Part-4 Section-XIV			

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KOCHI METRO RAIL LTD
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SCHEDULES FOR QUALIFICATION CRITERIA

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SCHEDULE-01: SUBMISSION OF DOCUMENTS FOR ELIGIBILITY AND QUALIFICATION CRITERIA

To,
The General Manager
KMRL, Kochi
Kerala (India)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

Dear Sir,

1. With reference to your Tender document Ref..... dated, we, having examined the Bid document and understood its contents, hereby submit our Bid for the aforesaid works. The Bid is unconditional and unqualified.
2. We acknowledge that the Employer will be relying on the information provided in the Bid submitted and the documents accompanying the Bid for the aforesaid work, and we certify that all information provided in the Bid and Forms submitted with the Bid is true and correct; nothing has been omitted or concealed which could render such information misleading, and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying the Eligibility and Qualification Criteria in the Tender for the aforesaid works.
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate our Bid.
5. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We declare that
 - (a) we have examined and have no reservations to the Bid document, including any addendum, corrigendum issued by the Employer;
 - (b) We declare, pursuant to Clause 4.1.1 of Section-III: Eligibility and Qualification Criteria, that we /Any member of the consortium/JV are not a member of any other consortium/JV applying for this bid.
 - (c) we do not have any conflict of interest pursuant to Clause 4.1.2 of Section-III: Eligibility and Qualification Criteria;
 - (d) we have not directly or indirectly or through an agent engaged or indulged in any 'corrupt, fraudulent, coercive or undesirable' practice, as defined in Section-VI and Instruction to Tenderers 3.1 in respect of any Bid or Request for Proposal issued by or any agreement

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entered into with the Employer or any other public sector enterprise or any Government, Central or State;

- (e) we hereby certify that we have taken steps to ensure that in conformity with the provisions of Bid Document, no person acting for us or on our behalf within our control and knowledge has engaged or will engage in any 'corrupt, fraudulent, coercive or undesirable' practice; and
- (f) we / any member of the joint venture/ consortium have not been suspended by the Government of India or any State Government in India as a result of the execution of a Bid-Securing Declaration.
- (g) we / any member of the joint venture/ consortium have not barred by the Government of India or any State Government in India and no bar subsists as on the Bid Submission Due Date.
- (h) we undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Bid we shall intimate the Employer of the same immediately.

7. We understand that you may cancel the Bid process at any time and that you are not bound to accept any Bid that you may receive, without incurring any liability to the Bidders.

For and on behalf of *[Name of the Bidder]* /Name of the consortium/JV as applicable

.....

[Signature] [Seal of the Bidder]

.....

[Name of the person duly authorized to sign the Bid on behalf of the Bidder]

.....

[Designation of the person signing the Bid]

.....

[Date DD/MMM/YYYY]

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SCHEDULE-02: PARTICULARS OF THE BIDDER

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

- (i) Tenderer’s Legal Name:
 - (a) Tenderer’s Country of Incorporation/Registration:
 - (b) Tenderer’s Year of Incorporation/Registration:
 - (c) Tenderer’s Legal Address in Country of Incorporation/Registration:
 - (d) Tenderer’s Legal Address in India, if any:
- (ii) Tenderer’s Authorised Representative’s Information who shall also serve as the single point of contact/ communication for the Tenderer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number
 - (f) E-Mail Address:
 - (g) Fax:

Attached are copies of original documents of:

- (i) Articles of Incorporation/Registration in conformity with the provisions of the laws where the Bidder is incorporated/registered (or equivalent documents of constitution of the Bidder)
- (ii) (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- (iii) In case of government-owned entity documents establishing:
 - a. Legal and financial autonomy
 - b. Operation under commercial law
- (iv) Organisational chart and List of Board of Directors.

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SCHEDULE-03: PARTICULARS OF JOINT VENTURE MEMBERS

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

- 1) (a) Bidder's Name:
- (b) CONSORTIUM/JV Member's Name:
- (c) CONSORTIUM/JV Member's Country of Registration:
- (d) CONSORTIUM/JV Member's Year of Incorporation:
- (e) Address for Correspondence:
2. Particulars of the Authorised Representative of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone & fax Number:
 - (f) E-Mail Address:

Attached are copies of original documents of:

- (i) Articles of Incorporation/Registration in conformity with the provisions of the laws where the CONSORTIUM/JV Member is incorporated/registered (or equivalent documents of constitution of the CONSORTIUM/JV Member)
- (ii) (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- (iii) In case of government-owned entity documents establishing:
 - a. Legal and financial autonomy
 - b. Operation under commercial law
- (iv) Organisational chart and List of Board of Directors.

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SCHEDULE-04: HISTORICAL CONTRACT NON-PERFORMANCE

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

[The following table shall be filled in for the Bidder]

Bidder's Name: *[insert full name]*.....
 CONSORTIUM /JV Member's Name : *[insert full name]*.....
 Date: *[insert day, month, year]*.....

Details of the Contract(s) not performed from between 1st April 2013 to 31st March 2020 specified in Section-III, Eligibility and Qualification Criteria No. 4.2.1 is as follows.

Date, month & Year	Non-performed portion of contract	Contract Identification	Total Contract Amount
<i>[insert date]</i>	<i>[insert amount & Currency] and percentage of the Contract Amount]</i>	Contract Identification: <i>[indicate complete contract name/ number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount & Currency]</i>
<i>[insert date]</i>	<i>[insert amount & Currency] and percentage of the Contract Amount]</i>	Contract Identification: <i>[indicate complete contract name/ number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount & Currency]</i>
<i>[insert date]</i>	<i>[insert amount & Currency] and percentage of the Contract Amount]</i>	Contract Identification: <i>[indicate complete contract name/ number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount & Currency]</i>

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Certified that the above information is correct as per records and nothing has been omitted / concealed.

.....(Signature of the Statutory Auditor)
..... (Full Name of the Statutory Auditor)
..... (Name of the Statutory Auditor’s Firm)
..... (Complete Address of the Statutory Auditor’s Firm)
..... (Telephone/fax numbers, including country and city codes)
..... (E-mail of the Statutory Auditor)
..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

Notes:

- (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 Employer’s decision was overruled by the dispute resolution mechanism.*
- (ii) *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.*
- (iii) *Data of non-performance of contracts related to EVSE contracts only shall be given.*
- (iv) *This requirement also applies to contracts executed by bidder as CONSORTIUM/JV member.*
- (v) *Schedule-04 should be duly certified by the Statutory Auditors of the Bidder Or of the consortium JV member(s) in case the bidder is a Consortium/JV*
- (vi) *In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.*
- (vii) *Please do not attach any printed Annual Financial Statement*

The Non-performed portion of contract and Contract Amount shall be indicated in the same currencies as mentioned in the awarded contracts of the Bidder. For the purpose of evaluation and/or if required, the Employer will convert all the amounts expressed in foreign currencies, to Indian rupees based on currency selling exchange rate prevailing on the date of the contract. The date of the contract shall be provided in the details for contract identification

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SCHEDULE-05 PENDING LITIGATION

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

[The following table shall be filled in for the Bidder]

Bidder's Name: *[insert full name]*.....

Date: *[insert day, month, year]*.....

CONSORTIUM /JV Member's Name: *[insert full name]*.....

Details of Pending Litigation up to 31st March 2020, in accordance with Section-III, Eligibility and Qualification Criteria No.4 2.2 are as follows:

Date, month & Year of dispute	Amount in dispute	Contract Identification	Total Contract Amount
<i>[insert date]</i>	<i>[insert amount & Currency]</i>	<i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i> <i>Name of Employer: [insert full name]</i> <i>Address of Employer: [insert street/city/country]</i> <i>Matter in dispute: [indicate main issues in dispute]</i> <i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i> <i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount & Currency]</i>
<i>[insert date]</i>	<i>[insert amount & Currency]</i>	<i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i> <i>Name of Employer: [insert full name]</i> <i>Address of Employer: [insert street/city/country]</i> <i>Matter in dispute: [indicate main issues in dispute]</i> <i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i> <i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with</i>	<i>[insert amount & Currency]</i>

Date, month & Year of dispute	Amount in dispute	Contract Identification	Total Contract Amount
		<i>by the Judiciary]</i>	
<i>[insert date]</i>	<i>[insert amount & Currency]</i>	<i>Contract Identification: [indicate complete contract name, number, date and any other identification]</i> <i>Name of Employer: [insert full name]</i> <i>Address of Employer: [insert street/city/country]</i> <i>Matter in dispute: [indicate main issues in dispute]</i> <i>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</i> <i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount & Currency]</i>

Certified that the above information is correct as per records and nothing has been omitted / concealed.

.....(Signature of the Statutory Auditor)

..... (Full Name of the Statutory Auditor)

..... (Name of the Statutory Auditor's Firm)

..... (Complete Address of the Statutory Auditor's Firm)

..... (Telephone/fax numbers, including country and city codes)

..... (E-mail of the Statutory Auditor)

..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

Notes:

- (i) *The Bidder shall provide accurate information about all pending litigation and / or arbitration cases resulting from contracts completed or ongoing under its execution.*
- (ii) *The Bidder shall also provide details of pending litigation referred in paragraph (i) above, which has been accounted for in the submitted latest audited Balance Sheet as follows:*
 - (a) *The claims and suits lodged against the company for which the company has not accounted for the liability in its books as the matter is pending with arbitration/ courts and the same has not been finally settled up to*

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the date of Balance Sheet and the company is sure that the decision will not go against the company. (Please indicate the page no. of the Audited Balance Sheet where these amounts have been reflected).

- (b) *The claims and suits lodged by the company against customers/ supplies for recovery of dues and the matter is pending with arbitration/ courts and the company has accounted for the claims as receivable in its books of account considering the decision will be in favour of the company. (Please indicate the page no. of the Audited Balance Sheet where these amounts have been reflected).*
- (iii) *Schedule-05 should be duly certified by the Statutory Auditors of the Bidder Or of the consortium JV member(s) in case the bidder is a Consortium/JV*
- (iv) *In case the Bidder does not have a Statutory Auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.*
- (v) *Please do not attach any printed Annual Financial Statement*
- (vi) *The Amount in Dispute and Total Contract Amount shall be indicated in the same currencies as mentioned in the awarded contracts of the Bidder. For the purpose of evaluation and/or if required, the Employer will convert all the amounts expressed in foreign currencies, to Indian rupees based on currency selling exchange rate prevailing on the date of the contract. The date of the contract shall be provided in the details for contract identification.*

SCHEDULE-06: LITIGATION HISTORY

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

[The following table shall be filled in for the Bidder]

Bidder's Name: *[insert full name]*.....

Date: *[insert day, month, year]*.....

CONSORTIUM /JV Member's Name: *[insert full name]*.....

Details of Litigation History till 31st March 2020 in accordance with Section-III, Eligibility and Qualification Criteria No. 4.2.3 are as follows:

Date, month & Year of award	Amount of Award	Contract Identification	Total Contract Amount
<i>[insert date]</i>	<i>[insert amount & Currency]</i>	Contract Identification: <i>[indicate complete contract name, number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount & Currency]</i>
<i>[insert date]</i>	<i>[insert amount & Currency]</i>	Contract Identification: <i>[indicate complete contract name, number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount & Currency]</i>

Date, month & Year of award	Amount of Award	Contract Identification	Total Contract Amount
		<i>Party who initiated the dispute: [indicate “Employer” or “Contractor”]</i> <i>Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	
[insert date]	[insert amount & Currency]	Contract Identification: [indicate complete contract name, number, date and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate “Employer” or “Contractor”] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount & Currency]

Certified that the above information is correct as per records and nothing has been omitted / concealed.

.....(Signature of the Statutory Auditor)

..... (Full Name of the Statutory Auditor)

..... (Name of the Statutory Auditor’s Firm)

..... (Complete Address of the Statutory Auditor’s Firm)

..... (Telephone/fax numbers, including country and city codes)

..... (E-mail of the Statutory Auditor)

..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

Notes:

- (i) *The Bidder shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last Seven years.*
- (ii) *This may be noted that under this category only cases of arbitration /litigation finally settled against the Bidder should be listed. If the case is pending at any level of arbitration or judiciary, the same should be listed in Pending Litigation and NOT under Litigation History. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.*
- (iii) *Schedule-06 should be duly certified by the Statutory Auditors of the Bidder Or of the consortium JV member(s) in case the bidder is a Consortium/JV*
- (iv) *In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.*
- (v) *Please do not attach any printed Annual Financial Statement*
- (vi) *The Amount of Award and Total Contract Amount shall be indicated in the same currencies as mentioned in the awarded contracts of the Bidder. For the purpose of evaluation and/or if required, the Employer will convert all the amounts expressed in foreign currencies, to Indian rupees based on currency selling exchange rate prevailing on the date of the contract. The date of the contract shall be provided in the details for contract identification.*

SCHEDULE-07 A: SIMILAR WORKS EXPERIENCE

(Eligibility and Qualification Criteria No. 4.4.1 of Section-III)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

[The following table shall be filled in for contracts performed by the Bidder]

Bidder's Name: *[insert full name]*

CONSORTIUM /JV Member's Name: *[insert full name]*

Similar work No. <i>[insert number] of [insert number of similar works required]</i>	Information	
Description of the similarity in accordance with similar work as defined in Section-III, Eligibility and Qualification Criteria No. 4.4.1		
Contract Identification	<i>[insert contract name and number, if applicable]</i>	
Award date	<i>[insert day, month, year]</i>	
Completion date	<i>[insert day, month, year]</i>	
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in Joint Venture of Contractor
Total Contract Amount	<i>[insert total contract amount & currency]</i>	<i>[insert total Tax/GST/VAT amount & currency]</i>
Total Contract Amount after accounting for escalation as per provision given below *	<i>[insert total contract amount & currency after escalation]</i>	<i>[insert total Tax/GST/VAT amount & currency]</i>

Similar work No. <i>[insert number] of [insert number of similar works required]</i>	Information		
If member in a joint venture or sub-contractor, specify participation in total contract amount	<i>[insert a percentage amount]</i>		
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		

*For completed works undertaken in India (and payment made in INR), escalation @ 5% compounded per financial year or any part thereof (applied from the date of completion of the works until 31st March 2020) shall be considered for equating the works of the previous years to the current year for Indian Rupees (INR).

In case of currencies other than INR, for equating the works of the previous years to the current year, an escalation of 2% compounded per financial year or any part thereof shall first be applied (applied from the date of completion of the works until 31st March 2020). The resulting amount shall then be converted into INR by the Employer based on the "Bill currency selling" exchange rate of State Bank of India last date for submission of the bid.

In case of any error escalated amount provided by the bidders, the Employer reserves the right to correct the escalated amount based on the method mentioned above.

SCHEDULE-07 B: EXPERIENCE IN KEY ACTIVITIES

(Eligibility and Qualification Criteria No. 4.4.2)

Subject: Tender for Design, Build, Supply, Installation, Testing, Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India.

[The following table shall be filled in for contracts performed by the Bidder],

Bidder's Name: *[insert full name]*

Key Activity No. One (1): *[insert brief description of the Activity, emphasizing its specificity]*

Total Quantity of Activity under the contract:

		Information	
Contract Identification		<i>[insert contract name and number, if applicable]</i>	
Award date		<i>[insert day, month, year]</i>	
Completion date		<i>[insert day, month, year]</i>	
Role in Contract <i>[check the appropriate box]</i>		Prime Contractor <input type="checkbox"/>	Member in Joint Venture <input type="checkbox"/> Management Contractor <input type="checkbox"/>
Total Contract Amount		<i>[insert total contract amount]</i>	INR
		<i>[insert total Tax/GST/VAT amount & currency]</i>	INR
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity]</i>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)

<i>successfully completed in the role performed]</i>			
Year 1*			
Year 2*			
.....			
.....			
Year 10*			
* Insert actual year like year 2010 or FY 2010-11 or any other continuous period of 12 months etc.			
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		

Similarly, Activity Number Two (2) should be filled in after Activity Number One (1)

Summary of the above information derived from Forms submitted

	Information
Description of the key activities in accordance with Clause 4.4.2	<i>[insert response to inquiry indicated in left column]</i>
1.	
2.	
3.	
4.	

SCHEDULE-08: WORKING CAPITAL SITUATION

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

Sources of Finance

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract, as indicated in Section-III: Eligibility and Qualification Criteria. The following table to be duly certified by the statutory auditor of Bidder.

S. No.	Source of finance	Amount & Currency
1		
2		
3		
4		

Note

- (i) *In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.*
- (ii) *The sources of finance of group of companies , parent companies or sister companies shall not be considered for evaluation*
- (iii) *Please do not attach any printed Annual Financial Statement*
- (iv) *For the purpose of evaluation and/or if required, the Employer will convert all the amounts expressed in foreign currencies, to Indian rupees based on the “Bill currency selling” exchange rate of State Bank of India on the last date for submission of the bid.*

SCHEDULE-09: FINANCIAL SITUATION OF THE BIDDER

(Eligibility and Qualification Criteria No. 4.3.1 of Section-III)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

[The following table shall be filled in by the Bidder]

Bidder's Name: *[insert full name]*

CONSORTIUM /JV Member's Name: *[insert full name]*

1. Financial data

Type of Financial information in (currency)	Historic information for previous 5 (Five) Years				
	2019-20	2018-19	2017-18	2016-17	2015-16
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Outside Liabilities (TL)					
Revaluation Reserve					
Current Assets (CA)					
Current Liabilities and Provisions (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profit Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Financial documents

- (a) The Audited Balance Sheets, Profit and Loss Account and cash flow statement of Group Companies, Parent Companies or Sister Companies shall not considered for evaluation unless they are part of JV/Consortium. The Bidders are advised to strictly adhere to this requirement and submit the above statements of the bidder or of the each member of consortium or JV only
- (b) The Bidder or each member of Consortium/JV shall attach copies of the Audited Balance Sheets other Financial Statements for the 5 (five) financial years preceding the Bid Submission Due Date, which shall:

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- (i) reflect the financial situation of the Bidder or each member of Consortium/JV ,and not an affiliated entity (such as parent company or group member)
- (ii) be statutorily audited, certified in accordance with local legislation;
- (iii) be complete, including all notes attached thereto;
- (iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:

1. *Year 1 will be the latest completed financial year, preceding the Bid Submission Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. For the avoidance of doubt, financial year shall, for the purposes of the Bid hereunder, mean the accounting year followed by the Bidder in the normal course of its business.*
2. *If the most recent set of Balance Sheet or the Financial Statement, as the case may be, is for a period earlier than 12 months from the date of Bid Submission Due Date, justification should be provided for the same.*
3. *The financial figures shall be indicated in the same currencies as used in the audited financial statements of the Bidder. For the purpose of evaluation and/or if required, the Employer will convert all the financial figures expressed in foreign currencies, to Indian rupees based on currency selling rate prevailing on the closing/last date of their respective business financial years.*
4. *Where the latest financial year's (2019-20) is not yet audited, provisional Balance Sheet and Profit & Loss Account certified by Statutory Auditor and Chief Executive Officer (CEO)/ Chief Financial Officer (CFO) / Company Secretary (CS) may be accepted*

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SCHEDULE-10: AVERAGE ANNUAL TURNOVER

(Eligibility and Qualification Criteria No. 4.3.2 of Section-III)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

[The following table shall be filled in by the Bidder]

Bidder's Name: *[insert full name]:*

CONSORTIUM /JV Member's Name: *[insert full name]*

Year (Financial year to be indicated by Bidder)	Annual Turnover
<i>[indicate financial year]</i>	<i>[insert amount and indicate currency]</i>
Average Annual Turnover	

* Annual Turnover should be substantiated through (i) Audited Balance Sheets of the relevant financial years, provided the figures, are stated in the Balance Sheet(s) or (ii) Specific certificate(s) issued by its Statutory Auditors.

Note:

- (i) *In case the Bidder or a member or of the member of consortium/JV do not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.*
- (ii) *Please do not attach any printed Annual Financial Statement*
- (iii) *The financial figures shall be indicated in the same currencies as used in the audited financial statements of the Bidder. For the purpose of evaluation and/or if required, the Employer will convert all the financial figures expressed in foreign currencies, to Indian rupees based on currency selling rate prevailing on the closing/last date of their respective business financial years.*



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SCHEDULES FOR TECHNICAL PROPOSAL

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SCHEDULE-11: LETTER OF TENDER

[On Tenderer's Letter Head]

To:

The General Manager
 KMRL, Kochi
 Kerala (India)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

1. With reference to your Tender Documents bearing No.:we, having inspected the Site and having examined the Tender Documents and the following Addenda and/or Corrigenda to the Tender Documents and understood its contents, hereby submit our Letter of Tender (Qualifying/Technical Proposal) for the aforesaid Works in accordance with Tender Documents
2. We acknowledge that the Employer will be relying on the information provided in the Letter of Tender and the documents accompanying such Tender, and we certify that all information provided in the Letter of Tender and through Forms is true and correct; nothing has been omitted or concealed which renders such information misleading and all documents accompanying such Letter of Tender are true copies of their respective originals.
3. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Technical Proposal.
4. We acknowledge the right of the Employer to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We, the undersigned, declare that:
 - (a) we have examined and have no reservations to the Tender Documents, including following Addenda and / or Corrigenda issued by the Employer;
 - (i)
 - (ii)

[insert above the number and issuing date of each Addendum and/or Corrigendum]
 - (b) if our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tender Documents;
 - (c) we, including our respective personnel (including subcontractors, suppliers, manufacturers) and affiliates, for any part of the contract, do not have any conflict of interest.
 - (d) we are not submitting more than one Tender in this Tendering process,

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- (e) we, including our respective personnel (including subcontractors, suppliers, manufacturers) and affiliates, not been found engaged in 'corrupt, fraudulent, collusive, coercive or undesirable' practices
- (f) we have not been suspended from tendering by the Central/State Government of India or any entity controlled by it, or Government of the country where the Tenderer or in case the Tenderer is a Joint Venture/Consortium (JV), member(s) of the JV, is/are incorporated (herein after referred to as the "Government"), as the result of the execution of a Bid–Securing Declaration.
- (g) we further certify that we are not barred by the Government and no bar subsist as on the Tender submission date and
- (h) we are not in the process of corporate debt restructuring as on the deadline of Tender submission.
6. We understand that you reserve the right to accept or reject any Tender, and to annul the Tendering process and reject all Tender at any time prior to Contract award, without thereby incurring any liability to Tenderer, in accordance with ITT 33.
7. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
8. We undertake that in case due to any change in facts or circumstances during the Tendering Process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Documents; we shall intimate the Employer of the same immediately.
9. We hereby irrevocably waive any right or remedy which we may have at any stage as per law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of the Tenderer, or in connection with the selection/Tendering Process itself, in respect of the above mentioned Works and the terms and implementation thereof.
10. We confirm 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. 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.
11. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
12. We undertake to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the Employer in connection with this Tender Documents or/with the above mentioned Works, without your written authority or as otherwise required by the Law and not to publish or otherwise disclose the same.
13. We acknowledge that the Forms to the Letter of Tender (Technical Proposal) are integral part of the Tender.
14. A Power of Attorney in favour of the authorized signatory to sign and submit the Tender and documents, is attached herewith as per format placed at Section-IV Form-01.

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15. We have independently considered the amount shown in Conditions of Contract together with Appendix to Tender as Delay Damages and agree that they represent a fair estimate of the damages likely to be suffered by the Employer in the event of Works not being completed in time.
16. We hereby confirm that the Tender complies with:
- a) The Tender validity in accordance to ITT 18.
 - b) The Tender security in accordance to ITT 19

We agree and undertake to abide by all the terms and conditions of the Tender Documents.

For and on behalf of [Name of the Tenderer]

.....

[Signature]

.....

[Name of the person duly authorized to sign the Tender on behalf of the Tenderer]

.....

[Title of the person signing the Tender]

.....

[Date DD/MMM/YYYY]

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SCHEDULE-12: METHOD STATEMENT

(Refer Clause 5.4.1 of Section-III)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

<p style="text-align: center;">WATER METRO PROJECT</p>	<p style="text-align: center;">RFP FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT</p>	<p style="text-align: center;">DOC NO: KMRL-WM-ELE-002 Rev : R5 Dated : 05-01-2021</p>	<p style="text-align: center;">General Consultant AECOM CONSORTIUM AECOM * UMTC * ZEBEC</p>
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SCHEDULE-13: ORGANISATION AND MANAGEMENT

(Refer Clause 5.4.2 of Section-III)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

- (a) Provide company’s organizational structure identifying each and every responsibility, assigned task and main contact person and his/her authorized representative.
- (b) Provide a deployment schedule and job descriptions of all key personnel to be assigned under the Contract, specifying the number, experience level and educational qualifications of each position. Describe the extent to which flexibility can be assured (i.e. assigned back up for key personnel).
- (c) Enclose CVs of all key personnel vide Schedule-15. The CVs shall demonstrate the suitability of personnel assigned to the project in terms of qualification and experience.
- (d) State key personnel training on safety and environmental protection, handling and storage of hazardous waste.
- (e) The bidder has to submit the company’s Quality Policy, Quality object and quality manual he proposes to follow at construction sites and corporate level for effective functioning and achieve the RFP requirements and compliances.

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SCHEDULE-14: PROPOSED KEY PERSONNEL

(Refer Clause 5.2 of Section-III)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

[The following table shall be filled in by the Bidder]

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section-III: Eligibility and Qualification Criteria]

S. No.	Key Position	Proposed Personnel by the Bidder				Remarks
		Name	Total Experience	In Similar works	Qualification	

Notes:

- 1. The CV's of the Key Personnel duly signed by the Key Personnel should be enclosed in Schedule-15*
- 2. The Bidders are advised NOT to submit more than one CV against each of the above mentioned key positions. In case more than one CV is submitted for any key position, such additional CV(s) shall not be considered for evaluation purposes and only the first CV in the Technical Proposal would be considered for evaluation.*

(Signature of Bidder with Seal)

SCHEDULE-15: RESUME OF PROPOSED KEY PERSONNEL

(Refer Notes 1 of Schedule-14)

[The following table shall be filled in by the Bidder]

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

[The Bidder shall provide the data on the experience of the personnel indicated in Schedule-14, in the form below]

Name of Bidder		
Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience over the previous number of years. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

(Signature of Bidder with Seal)

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SCHEDULE-16: WORK PROGRAMME

(Refer Clause 5.4.3 of Section-III)

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

The bidder shall submit the detailed work program that contain with major activities, durations considered based on the ground conditions, works that can be taken up parallel, clearly indicating the milestone / **TIME FOR** completion specified in **ANNEXURE-I OF SECTION-XI Part-B (GCC/SCC)** of Part-3 of this RFP. The work program must consist of the major milestones to be completed for the terminals.

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SCHEDULE-17: ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION

[In accordance with Eligibility and Qualification Criteria 4.5.2 of Section-III]

Bidder's Name: _____

Date: _____

Subject: RFP for Design, Build, Supply, Delivery, Installation, Testing and Commissioning of Electric Vehicle Supply Equipment (EVSE) including related Electrical Infrastructure for Kochi Water Metro Project (KWMP), Kochi, Kerala, India

Dear Sir,

1. With reference to your Tender document dated, we have examined the tender document and understood its contents.
2. We declare and undertake that:
 - (a) **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section-III, Eligibility and Qualification Criteria
 - (b) **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section-III, Eligibility and Qualification Criteria. Details are described below:

Date, month & Year of award	Amount of Award	Contract Identification	Total Contract Amount
<i>[insert date]</i>	<i>[insert amount & Currency]</i>	Contract Identification: <i>[indicate complete contract name, number, date and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount & Currency]</i>
<i>[insert date]</i>	<i>[insert amount & Currency]</i>	Contract Identification: <i>[indicate complete contract name, number, date and any other identification]</i>	<i>[insert amount & Currency]</i>

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Date, month & Year of award	Amount of Award	Contract Identification	Total Contract Amount
	<i>Currency]</i>	<i>identification]</i> <i>Name of Employer: [insert full name]</i> <i>Address of Employer: [insert street/city/country]</i> <i>Reason(s) for suspension or termination:</i> <i>[indicate main reason(s)]</i>	
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year of award	Contract Identification		Total Contract Amount
<i>[insert year]</i>	<i>Contract Identification: [indicate complete contract name/ number, and any other identification]</i> <i>Name of Employer: [insert full name]</i> <i>Address of Employer: [insert street/city/country]</i> <i>Reason(s) for calling of performance security:</i> <i>[indicate main reason(s)]</i>		<i>[insert amount & Currency]</i>

For and on behalf of [Name of the Bidder]

.....

[Signature]

.....

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