



**ENVIRONMENT IMPACT ASSESSMENT
STUDY**

**FOR 'KOCHI METRO'
PROJECT**

Request For Proposal (RFP)

**KOCHI METRO RAIL LTD.,
Regd Office: 8th Floor, Revenue Towers,
Park Avenue, Kochi - 682 011
Website: www.kochimetro.org**

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This RFP is not an agreement and is neither an offer nor invitation by the Kochi Metro Rail Ltd. to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Kochi Metro Rail Ltd., its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Kochi Metro Rail Ltd., accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Kochi Metro Rail Ltd., its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Kochi Metro Rail Ltd., also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Kochi Metro Rail Ltd., may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Kochi Metro Rail Ltd., is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Kochi Metro Rail Ltd., reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Kochi Metro Rail Ltd., or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Kochi Metro Rail Ltd., shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Invitation for Tender

1. GENERAL TERMS

1.1 Background

Kochi Metro Rail Ltd., represented by its Director Projects (the KMRL) intends to engage consultants for carrying out the "**Environmental Impact Assessment** (EIA) study and **Environment Mitigation/Monitoring Plan**" for the Kochi Metro project. The consultant is to carry out the study on the Environmental Impact due to the project, recommend monitoring cum mitigating measures which are to be put in place and assist KMRL in obtaining necessary environmental clearances.

1.2 Goals of this Tender

The Tender is for selection of a consultant for carrying out the Environmental Impact Assessment (EIA) study for the Kochi Metro Rail Project from Aluva to Petta, a route length of 25.612 Km in Ernakulam District, Kerala.

The objective of the Kochi Metro Rail Project is to strengthening the need for augmenting the transport infrastructure in Kochi region. Rapid urbanization and intense commercial development in the recent past have resulted in steep rise in travel demand, putting Kochi's transport infrastructure to stress.

The Kochi Metro Rail Ltd now invites eligible consulting firms to express their interest in providing the services. Interested consulting firms must provide information indicating that they are qualified to perform the services (profile of the firm, description of similar assignments, experience in similar conditions, and availability of appropriate skills among staff). Submission must contain copies of currently valid firm registration, tax clearance up to the latest FY, VAT registration certificates and nomination of authorized representative with Power of Attorney demonstrating their eligibility. The tender received will be evaluated on the basis of the following:

- (a) General experience of the firm
- (b) Experience of the firm in the required area of expertise.
- (c) Availability of appropriate human resources (key organization staff with managerial capabilities to handle similar nature projects
- (d) Availability of major logistical resources.
- (e) Audited financial report for the last 3 years (2010-2011, 2011-2012 and 2012-2013 unaudited)
- (f) Technical submission

Financial offer of the qualified tenderers will only be opened.

1.3 Tender Issuing Authority

This tender is issued by KMRL, intended to award the consultancy work to technically qualified and financially lowest bidder. KMRL's decision with regard to the short-listing of bidders and award of work to lowest bidders shall be final and KMRL reserves the right to reject any representation in this regard without assigning any reason.

S No.	Item	Description
1	Project Title	Selection of consultant for Environmental Impact Assessment study and Environment Monitoring cum Mitigation Plan

2	Project Initiator Details	
(a)	Organization	Kochi Metro Rail Limited (KMRL)
(b)	Contact Person	General Manager (Civil) Kochi Metro Rail Limited Revenue Tower, 8th Floor, Park Avenue, Ernakulam - 11 Phone: 0484-2350955 Email: chandrababu@kochimetromail.com
(c)	Website	http://www.kochimetro.org

1.4 Tentative Calendar of Events

The following table enlists important milestones and timelines for completion of bidding activities:

S No	Milestone	Date and time (dd-mm-yyyy; hh:mm)
1.	Date of issue of tender form	19-08-2013
2.	Last date for Submission of Tender	09-09-2013; 16:00 hrs.
3.	Opening of Tender	09-09-2013; 16:30 hrs.
4.	Opening of Financial bid from among the short listed tenderers	24-09-2013; 15.00 hrs

1.5 Availability of the Tender Documents

RFP document can be downloaded from the Official Website of the KMRL, <http://www.kochimetro.org>. The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the tender documents. Interested consultants who meet the pre-qualification criteria to furnish their offer with all the necessary documents in a sealed cover along with the covering letter duly signed by an authorized signatory on or before 09th September, 2013 by 16:00 hours at the address given in para 1.20 of Section 1. The method and manner the tender is to be submitted is explained in para 7 of Section 3 of the tender document.

1.6 Tender Fees

A non-refundable Tender fee for Rs. 5000 (Rupees five thousand only) in the form of a Demand draft or a Pay Order drawn in favour of Kochi Metro Rail Limited, payable at Kochi has to be submitted along with the Tender. Bids received without or with inadequate Tender fees shall be summarily rejected.

1.7 Venue & Deadline for submission of proposals

Proposals, in its complete form in all respects as specified in the Tender, must be submitted to KMRL at the address specified above in Section 1.3. KMRL may, in exceptional circumstances and at its discretion, extend the deadline for submission of the tender by issuing an addendum to be made available on the KMRL's website, in which case all rights and obligations of KMRL and

the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

1.8 Conflict of Interest

KMRL requires that the Tenderer must provide professional, objective, impartial advice and services at all times hold the interests of KMRL, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future. In case the tenderers have any subsisting interest, either by themselves or through their partners/ Directors, which is likely to conflict the work specified in the Terms of Reference, they shall declare such interests as part of their proposal.

1.9 Validity of the Tender

The tender shall remain valid for a period of 30 (thirty) days after the date of opening of the tender. KMRL may seek the tenderer's consent to an extension of validity (but without modification in tender).

1.10 Right to accept Tender

KMRL reserves the right to accept or reject the Tender at any time prior to award of contract, without thereby incurring any liability to the affected tenderer(s) or any obligation to inform the affected tenderer(s) of the grounds for such decision. No bidder shall have any cause of action or claim against KMRL for rejection of his tender.

1.11 Fraud and Corruption

KMRL requires that tenderers must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, KMRL:

- (a) Defines, for the purposes of this provision, the terms set forth as follows:
 - (i) "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of KMRL or any personnel of tenderers in contract execution.
 - (ii) "**Fraudulent practice**" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to KMRL and includes collusive practice among tenderers (prior to or after tender submission) designed to establish bids at artificially high or non-competitive levels and to deprive KMRL of the benefits of free and open competition;
- (b) Will reject a tender for award, if it determines that the tenderer recommended for award engaged in corrupt, fraudulent or unfair trade practices.
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

1.12 Preparation of Tender

The Tenderer shall comply with the following requirements during preparation of the Tender:

- (a) The Tenderer is expected to examine all the instructions, guidelines, terms and conditions and formats in the Tender. Failure to furnish all the necessary information or submission of a tender not substantially responsive to all the aspects of the Tender shall be at the Tenderer's own risk and may be liable for rejection.

- (b) Any interlineations, erasures or over writings shall be valid only if the authorized person signing the tender initials them.
- (c) The original and each copy of the tender shall be typed or written in indelible ink (if required) and shall be signed by the tenderers or duly authorized person(s) to bind the tenderers to the contract. The latter of authorization shall be indicated by written power of attorney and shall accompany the Proposal. All pages of the technical and financial proposals must be initialled by the person or persons signing the tender.
- (d) In addition to the identification, a covering letter indicating the name and address of the tenderer, to enable the proposal to be returned in the case it is declared late, pursuant, and for matching purposes, shall also accompany the proposal.
- (e) Tenders received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete tenders in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.
- (f) Tenderers are not permitted to modify, substitute, or withdraw Proposals after its submission

1.13 Disqualifications:

KMRL may at their sole discretion and at any time during the evaluation of Tenders, disqualify the Tenderer, if the Tenderer has:

- (a) Submitted the bid documents after the deadline.
- (b) Submitted a bid that is not accompanied by required documentation.
- (c) Failed to provide clarifications related there to, when sought.
- (d) Submitted more than one bid.
- (e) Submitted a bid with price adjustment/variation provision.

1.14 Deadline for submission of Tenders

Tenders from Tenderers complete in all respects must be received by KMRL at the address specified before the last date and time mentioned below.

Any proposal received after the due date and time (IST), will not be considered. They will be opened as per the time schedule given in the Tender, in the presence of the authorised representatives of tenderers, who choose to be present.

Last Date for Submission of Proposal	09/09/2013 at 16.00hrs
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1.15 Tender Opening

Tenders will be opened in the presence of the Tenderers or their authorized representative who chooses to be present, at the address, date and time indicated in the tender.

1.16 Evaluation of Financial Proposal

The Evaluation Committee will open the financial proposal from the shortlisted prequalified-cum-technically suitable tenderers and determine if it is complete and without computational errors. The Committee after evaluation will recommend award of work to the lowest successful bidder. Within thirty days from the date of issue of the letter of acceptance the successful bidder will be required to execute the Contract Agreement as per the standard form and furnish a Performance Guarantee as per the standard form provided in the Tender.

1.17 Performance Guarantee

The Performance Guarantee will be 10% of the contract amount in the form of an Unconditional Bank Guarantee issued from a Nationalised / Scheduled Bank in the format given in the tender within fifteen (15) days from the date of issue of Letter of Acceptance (LOA), valid for a period 30 days after the completion date.

1.18 Duration of Consultancy

The duration of consultancy period is six months from the date of award of contract or actual date of completion of the assignment whichever is earlier.

1.19 Payment to consultant

- 1.19.1 For the purposes of technical evaluation of Applicants, only INR will be considered as the applicable currency.
- 1.19.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.20 Communications

- 1.20.1 All communications including the submission of Proposal should be addressed to:
General Manager (Civil)
Kochi Metro Rail Ltd.,
8th Floor, Revenue Tower,
Park Avenue,
Kochi □ 682 011
KERALA
Phone: 0484-2380980
Fax: 0484-2380686
Email: chandrababu@kochimetromail.com
- 1.20.2 The Official Website of the **KMRL** is: <http://www.kochimetro.org>.
- 1.20.3 All communications, including the envelopes, should contain the following information, to be marked

RFP Notice. No./KMRL/2013-14

FOR SELECTION OF EIA STUDY CONSULTANT

2. SCOPE OF SERVICES

2.1 Background

KMRL is a Joint Venture company of Government of India and Government of Kerala with equal equity contribution. This is the SPV formed for implementing the Kochi Metro Rail Project consisting of the Aluva-Petta corridor of 25.61 Km, fully elevated with 22 stations in the first phase. This is a proposed mass rapid transit system for the city, which would aid in moving a large number of passengers in a short period of time. Kochi Metro is unique in the sense that it stands to integrate all modes of transport to provide seamless mobility. Total estimated cost of the project as per DPR is 5181.79 Crores for Phase 1. KMRL is also responsible, for the expansion of the Metro System in and around the city of Kochi.

2.2 Salient Features of the Phase 1 Project

Total Length	25.612 km (dead end to dead end)+1 km (ramp)+1.175 km (depot at grade) = 27.787 km
Construction methodology	Elevated viaduct carried over pre-stressed concrete U-shaped twin Box Girders with pile/Open foundations
Rolling stock	2.9 m wide modern rolling stock with stainless steel body; standard gauge; axle load of 15 tonnes
Capacity/train	1000 passengers in 3 coach units
System	Metro System
Type of signaling	CBTC
Telecommunication	Integrated system with Fiber Optic cable, Supervisory Control And Data Acquisition (SCADA), Train Radio, CBTC etc.
Traction	750 V DC Third Rail bottom collection
Source	110 kV AC
Fare	Rs 10/- to Rs 30/-
Fare Collection	Automatic fare collection system with Passenger Operated Machines (POM) and Smart Cards, etc.

2.3 Work Description

In order to better understand the Environmental Impact of the Kochi Metro Rail Project, KMRL Board of Directors had decided to invite Tender for a consultancy service for carrying out the Environmental Impact Assessment study and to put in place an Environmental Monitoring Program as well as formulate a Mitigation Plan.

2.4 TOR AND SCOPE OF WORK

2.5.1 GENERAL SPECIFICATIONS

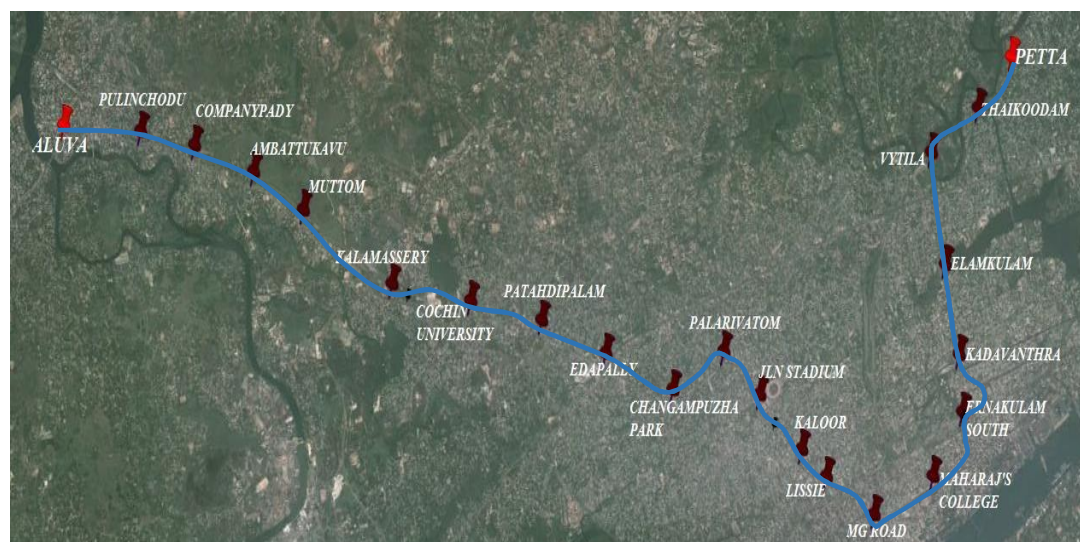
This Terms of Reference is prepared to implement the Environmental Impact Assessment Study (hereinafter referred to as the "EIA Study") for Kochi Metro Rail project from Aluva to Petta in Kochi City (25.612 km length). The EIA Study consists of the following main tasks:

- 2.4.1.1 Review of DPR for Metro Rail Corridor from Aluva to Petta;
- 2.4.1.2 Secondary Data Collection and Literature Review;
- 2.4.1.3 Conducting Baseline Survey and Census;
- 2.4.1.4 Environmental Field Survey;
- 2.4.1.5 Environmental Impact identification;
- 2.4.1.6 Environmental Impact Unit (EIU) Quantification in pre and post Metro Scenario;
- 2.4.1.7 Formulation of mitigation measure to minimize the impacts;
- 2.4.1.8 Preparation of EIA Report;
- 2.4.1.9 Organizing Public Consultation Meetings for EIA;
- 2.4.1.10 Implementation of EIA Study; and
- 2.4.1.11 Information disclosure of the EIA Report;

2.5.2 Objectives

The EIA Study shall cover all the requirements under the environmental legislations in India, especially The Environment (Protection) Act-1986, The Wetland and Paddy Fields Act-2008 and the relevant AFD/JICA Guidelines. The main objectives of the EIA Study and the RRP Study are scripted below.

- 2.4.2.1 To collect all possible secondary data and primary data on environmental baseline information, this may affect environmental components of the aligned area.
- 2.4.2.2 To assess and calculate potential impacts on natural environment and pollution caused by the proposed alignment.
- 2.4.2.3 To prepare Environmental Management and Monitoring Plan (EMMP) for the necessary actions to minimize potential environmental and social impacts as well as to propose proper mitigation measures.
- 2.4.2.4 To disseminate the information of EIA study.
- 2.4.2.5 **Study Area** Basic information on natural and social environment will be collected from the proposed metro rail corridor as shown in Figure.



2.5.3 TECHNICAL SPECIFICATION

- 2.4.3.1 Secondary Data Collection and Literature Review Secondary data and literature review shall be done through previous studies, available literature, field visits

and collection of information through various Government Offices. These data and information shall be verified and supplemented through field reconnaissance. In addition, the environmental standards and regulations, related policies and guidelines, legal requirements relating to the implementation of EIA study and RRP Study shall be collected and summarized.

2.4.3.2 EIA Study The EIA Study consists of natural environment study, pollution control study, impact identification and assessment, formulation of mitigation measures, and preparation of environmental management and monitoring plan. Tentative scope of EIA study is placed at Table 1. The environmental study will cover as mentioned below.

2.4.3.2.1 Natural Environment

- (a) Topography and geological features
- (b) Soil erosion
- (c) Groundwater
- (d) Hydrological situation
- (e) Coastal zone
- (f) Flora, fauna and biodiversity
- (g) Landscape
- (h) Global Warming

2.4.3.2.2 Pollution Control:

- (a) Air Pollution
- (b) Water Pollution
- (c) Soil Contamination
- (d) Waste
- (e) Noise and Vibration
- (f) Offensive odour
- (g) Bottom sediment
- (h) Disaster

Table 1 : Tentative Scope of EIA Study

Item	Tentative Scope of EIA Study
Natural Environment	<p>Protected Forest, Mangroves, Wetlands, Paddy Fields & Wildlife Conservation Area</p> <ul style="list-style-type: none"> • Identification of the boundary of recorded forests/mangroves/Wetlands/Paddy Fields • Collection of information from/and interview with • Forest Department, CRZ authority, academicians, local NGOs • Estimation of the number of trees to be cut (eg. Height and diameter in each species) • Field reconnaissance : Vegetation distribution, important fauna, endangered fauna
Noise & Vibration	<ul style="list-style-type: none"> ➤ Inventory Survey on the Sensitive Receptors: Sensitive receptors such as schools, hospitals, religious places within 60-100 m from the central line of the proposed metro rail corridor will be identified using satellite images, field reconnaissance and interviews with local residents ➤ Land-use Survey: The land use within 60-100 m from the central line of the proposed metro rail corridor will be identified

	using satellite images and field reconnaissance. ➤ Noise & Vibration Measurement: <ul style="list-style-type: none"> Existing metro noise and vibration measurement at sensitive receptors along the major metro stations Background noise and vibration measurement along the major metro stations Metro noise and vibration predictions at the same sites.
Water quality	<ul style="list-style-type: none"> Identification of major rivers/creeks likely to be affected by Metro. Measurement of water quality (eg. Temperature, pH, electrical conductivity, DO, SS, BOD, COD etc.) in the identified rivers/creeks Collection of existing and published data on water quality
Literature and Interview Survey	<ul style="list-style-type: none"> In addition to above mentioned environmental information, existing data on air quality, water quality, soil, status on solid waste, etc. will be collected Interviews with the experts on the relevant field will be conducted, if necessary.
Preparation of Environment Management Plan (EMP) and Environment Monitoring Plan (EMoP)	<ul style="list-style-type: none"> Based on analysis of collected data, EMP and EMoP along with mitigation strategy will be prepared. Through PCMs on EIA, Mitigation Strategy, EMP and EMoP will be finalized incorporating feedback from local residents participated in PCMs
Environmental Impact Unit (EIU)	<ul style="list-style-type: none"> Carry out objective evaluation of Kochi Metro using descriptive weightage and scaling techniques. Assess the EIU during the construction and operation phase on Metro. Carry out EIU quantification in the absence of Metro over the implementation period to obtain a comparative analysis of a - with and without Metro scenario.

2.5.4 PCM FOR EIA

Public Consultation Meetings for EIA (PCM for EIA) shall be carried out to collect opinions of the public and to disseminate information on the Project. Number of PCM locations are suitably decided. PCM will be conducted at two stages i.e. 1. During Scoping of the study and 2. During EIA study.

2.5.5 DISCLOSURE OF THE EIA REPORT

The EIA consultant will assist KMRL on disclosure of draft EIA and final EIA reports as follows:

- 2.4.5.1 **Disclosure of the Draft EIA Report** The draft EIA report shall be distributed for the disclosure as follows:
- (a) Draft EIA report shall be delivered to be disclosed at KMRL office

- (b) Summary of draft EIA report shall be delivered to be distributed to all project areas/wards along the metro rail corridor in 25.612 km stretch, after translated from English into Hindi, and local language, i.e. Malayalam.
- (c) Draft EIA Report should be delivered to the district authorities for information dissemination.
- (d) Comments and opinions from the public shall be collected in a written form and forwarded to KMRL after the collected comments are sorted out and summarized.

2.4.5.2 **Disclosure of Final EIA Report** Final EIA report, which is officially approved by KMRL, shall be distributed to the following:

- (a) Final EIA report shall be delivered to be disclosed at each KMRL office.
- (b) Final EIA report should be delivered to the district authorities for information dissemination.
- (c) Summary of draft EIA report shall be delivered to be distributed to all project affected villages along the metro rail corridor 25.612 km stretch, translated from English into vernacular languages such as Hindi, Malayalam.

2.5 Deliverables

- 2.5.1 Scope of work will be integral part of deliverables.
- 2.5.2 EIA Report
- 2.5.3 Environmental Monitoring Plan
- 2.5.4 Mitigation Plan

2.6 Implementation Schedule

Broad details of Study methodology and schedule of implementation shall be provided.

2.7 Cost Estimates

Cost estimates shall be prepared based on unit rates for various activities.

2.8 Legal cover

Legal Cover shall be recommended along with reasons for adoption.

2.9 Fees and Duration of study

- 2.9.1 The Total fees for the preparation of Detailed Project Report will be as financial bid quoted by agency in INR plus Service Tax as applicable.
- 2.9.2 The Education Cess or any other similar additional tax/levy, if imposed by the government, shall be paid by the Client to the Consultant over and above the fee, at applicable rates.
- 2.9.3 The total period for carrying out the assignment is six months from LOA.

2.10 Payment Schedule & Rates

Consultants shall quote their financial bid and its breakup in the enclosed standard formats. Schedule of payment will be as per the following milestones

S No	Activities	Duration	Fee payable for the Activity
1	Submission of Inception Report	within 1 months after issue of LOA	10% of the Contract Value

2	Submission of Report on Resettlement and Rehabilitation Framework work	within 3 months after issue of LOA	20% of the Contract Value
3	Submission of Report Resettlement Action Plan	within 4 months after issue of LOA	30% of the Contract Value
4	Submission of Draft Final Report	within 5 months after issue of LOA	20% of the Contract Value
5	Submission and approval of Final Report	within 6 months after issue of LOA	20% of the Contract Value
	Total	6 months	100%

2.11 Reporting System of the Progress of the Project.

Inception Report

An Inception Report (5 copies in English) shall be submitted to KMRL within one month from the starting date, presenting an initial technical appreciation of the services requirements and identifying both the overall work plan and the analytical steps (and associated assumptions) to reach solutions. It should prescribe the proposed service methodology, approach and provisional work program.

Monthly Progress Report

A Monthly Progress Report (5 copies in English) shall be submitted to KMRL. This Report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed up to the end of the previous month. It should be submitted in a format approved by KMRL and shall contain sections/sub-sections for, but not be limited to, the topics listed below.

2.11.1 Progress

- (a) It shall describe the status of work performed during the previous month, significant accomplishments, including critical items and problem areas, corrective actions taken or planned and other pertinent activities and shall in particular, address interface issues, problems and resolutions.
- (b) It shall include a simplified presentation of progress of the various parts of the contractual works in percentage terms compared with percentage planned derived from the Works Program.
- (c) The status of permanent and temporary staffing

2.11.2 Program Update

Program updating shall include:

- (a) **The monthly program update** which shall be prepared by recording actual activity completion dates and percentage of activities completed up to the end of the month of report together with estimates of remaining duration and expected activity completion based on current progress. The Program update shall be accompanied by an Activity Report and a Narrative Statement.
- (b) **The Program Status which shall show Works Program status up to and including the current report period, display cumulative progress to date and a**

- forecast of works remaining.
- 2.11.3 **Milestone Status**
A report on the status of all Milestones due to have been achieved during the month and forecasts of achievement of any missed Milestones, and those due in the next month.
- 2.11.4 **Time of Completion**
Estimated time of completion

The final Report □ (10 copies in English) with soft copy shall be submitted to KMRL with the deliverables as provided in RFP.

2.12 Breach of Contract.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.13 Reporting Obligations

The Consultant shall submit to the Employer the reports and documents as specified in the Terms of Reference.

2.14 Documents prepared by the Consultant to be the Property of the Employer

All plans, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultant shall, not later than upon determination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.

2.15 Retention

The Employer shall retain 5% from each payment due to the Contractor till the completion of the Works. Upon the issue of a Certificate of Completion of the Works by the Director (Projects), the total amount will be retained and shall be repaid to the Contractor after completion of the Work. The Contractor may substitute retention money with an □on demand□Bank Guarantee.

2.16 Liquidated Damages

If the work is not completed within the Scheduled time period, then liquidated damages for the whole of the works @ 1 % (one Percent) per week of the estimated cost of the balance work and 0.1 % Zero Point One Percent) per day of the estimated cost of the balance work for the non-completion of the milestone. The total amount of liquidated damages to be recovered under provisions of this clause shall not exceed 10% of the Contract Price.

2.17 Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- 2.17.1 the Contractor stops work for 28 days when no stoppage of work is shown on the current

- Program and the stoppage has not been authorized by the Director (Projects).
- 2.17.2 the Director (Projects) instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - 2.17.3 the Employer or the Contractor is made bankrupt or goes into liquidation other than for reconstruction or amalgamation;
 - 2.17.4 a payment certified by the Director (Projects) is not paid by the Employer to the Contractor within 84 days of the date of the Director (Projects) certificate;
 - 2.17.5 the Director (Projects) gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Director (Projects).
 - 2.17.6 the Contractor does not maintain a Security, which is required; and
 - 2.17.7 the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid as per the RFP clause.
 - 2.17.8 if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to

When either party to the Contract gives notice of a breach of Contract to the Director (Projects) for a cause, the Director (Projects) shall decide whether the breach is fundamental or not. Notwithstanding the above, the Employer may terminate the Contract for convenience. If the Contract is terminated, the Contractor shall stop the work immediately, make the Site safe and secure, and leave the Site as such.

2.18 Period of completion

The entire assignment has to be completed within a period six months from the date of award of work.

3. Bidding Terms and Pre-Qualification-cum-Technical suitability Criteria

3.1 Conditions under which this tender is issued

KMRL reserves the right to withdraw the tender and change or vary any part thereof at any stage. KMRL also reserves the right to disqualify any tenderer, should it be so necessary at any stage.

- 3.1.1 KMRL reserves the right to withdraw this tender if KMRL determines that such action is in the best interest of Organisation.
- 3.1.2 Timing and sequence of events resulting from this tender is detailed in Para-3 of Part I.
- 3.1.3 No oral conversations or agreements with any official, agent, or employee of KMRL shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a tenderer with any department, agency, official or employee of KMRL shall be superseded by the definitive agreement that results from this tender process. Oral communications by KMRL to tenderer shall not be considered binding on KMRL, nor shall any written materials provided by any person other than KMRL.
- 3.1.4 Neither the tenderer nor any of the tenderer's representatives shall have any claims whatsoever against KMRL or any of their respective officials, agents, or employees arising out of, or relating to this tender or these procedures (other than those arising under a definitive service agreement with the tenderer in accordance with the terms thereof).
- 3.1.5 Tenderers who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- 3.1.6 Each tenderer shall submit only one tender.

3.2 Rights to the Content of the Proposal

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the tender will become the property of KMRL and will not be returned after finalization of the Technical and Financial contract. KMRL is not restricted in its rights to use or disclose any or all of the information contained in the tender and can do so without compensation to the tenderers. KMRL shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3.3 Acknowledgement of Understanding of Terms

By submitting a tender, each tenderer shall be deemed to acknowledge that it has carefully read all sections of this tender, including all forms, schedules and annexure hereto, and has fully informed it as to all existing conditions and limitations.

3.4 Evaluation of Pre-Qualification-cum-Technical proposal

All tenderers whose name have been approved by Ministry of Environment & Forests as on 05 August 2013 stand technically qualified.

3.5 Submission of Financial Proposal

3.5.1 The Tenderer shall prepare the Financial Proposal and must be submitted in a sealed envelope. The envelope shall be super scribed with;

- (a) Name of work

- (b) Name of Proposal, viz., Financial Proposal
- (c) Address of KMRL
- (d) Name and address of Tenderer

3.5.2 List of documents to be submitted in the sealed cover marked “Financial Proposal”

3.5.2.1 Commercial Proposal

The financial proposal should include all costs associated with the assignment. These normally cover: remuneration for staff (in the field and at headquarters), accommodation, transportation (for mobilization and demobilization), and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys, submission of report etc. The financial proposal should be prepared using, but not limited to, the formats attached in Annexure □Form-IX.

Note No.1 *No tax liability, excluding Service tax or insurance expenses will be borne by KMRL. Further the cost of professional indemnity Insurance Policy for consultant's staff performance for this project will be borne by the consultant. This professional indemnity insurance will be taken by the consultant and shall be in addition to the performance guarantee deposit/bank guarantees. However, any concession/exemption in the taxes, duties and cesses as are extended shall be passed on to KMRL.*

Note No.2 *All costs of the Consultant should be considered and quoted accordingly in the tender. The tender should quote costs both for staff/experts and expatriates and other expenses clearly in local currency (in Indian Rupees only).*

3.6 Submission of Tender: Requirement of submissions

The Tender should be submitted in the sealed envelope with the following details.

3.6.1 Cover No.1: It should contain a Covering Letter and Processing Fee. At the top of the cover, please scribe □COVER NO.1 containing covering letter and Processing Fee□

- (a) Covering Letter must be as per the format provided in Annexure □Form I
- (b) A non-refundable amount of Rs. 5,000 (Rupees five thousand only) towards the cost of tender documents in the form of a Demand draft or a Pay Order drawn in favour of KMRL, payable at Kochi has to be enclosed.
- (c) An earnest money deposit (EMD) of Rs 1,25,000 (Rupees one lakh twenty five thousand only) is required to be submitted by the Tenderer in the form of Demand Draft/ Bankers Cheque drawn in favour of KMRL payable at Kochi.
- (d) EMD of the first three successful tenderers will be released only after the finalization and execution of contract agreement. EMD deposited by other unsuccessful tenders will be refunded by way of handing over the original Demand Draft/ Bankers Cheque. Under any circumstances, KMRL will not be liable to pay any interest on the EMD.
- (e) Forfeiture of EMD: EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

3.6.2 Cover No.2: It should contain the details of the Organization. At the top of the cover, please scribe □COVER NO.2 containing details of the organization□

- (a) This document must include a general background of the organization along with other details of the organization including credentials of key persons as per the format provided in the Tender (Annexure □Form II). Enclose the mandatory supporting documents listed in format.
- (b) The Tenderer must also provide the financial details of the organization as per format provided in the tender (Annexure □Form III). Enclose the mandatory supporting

documents listed in format. Tenderers may provide details (client organization, nature / scope of the project, project value) of similar project experience as per requirement given in Para 6 of part III of the format provided in the tender (Annexure □Form IV).

3.6.3 **Cover No.3:** It should contain Financial proposal as detailed in para 7 of part III of tender document. At the top of the Cover, please scribe □COVER NO.4 Financial Proposal□ Tenderers must provide details as per directions given in Para-7 in a format □Form IX.

3.6.4 **Cover No.4 :** It should contain all covers i.e. Cover No.1, Cover No.2 and Cover No.3.

Tenderer must submit this Cover No.4 on or before the last date of submission of the tender.

Note : Non-submission of processing fees as given in Clause 3.6.1(b) will lead to dis-qualification of the tenderer.

4. Annexure –Formats

Form I: Covering Letter

(Company letterhead)

[Date]

To,

General Manager (Civil)
Revenue Tower, 8th Floor,
Park Avenue,
Ernakulam – 11

Dear Sir,

Ref: Tender for Selection of consultant for Environmental Impact Assessment

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, submit a tender in response to the Tender invited for consultancy for Environmental Impact Assessment Study and for Preparing an Environmental Mitigation and Monitoring Plan.

We attach hereto the tender document as detailed in para 8 of part III of tender and as required by the tender, which constitutes our proposal.

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We confirm that the information contained in this bid or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Kochi Metro Rail Limited (KMRL) is true, accurate, verifiable and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for providing consultancy service for Environmental Impact Assessment Study and for Preparing an Environmental Mitigation and Monitoring Plan.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Form: II

GENERAL DETAILS OF THE ORGANIZATION

Details of the Organization	
Name of organization	
Nature of the legal status in India	
Legal status reference details	
Nature of business/Operations in India	
Date of Incorporation/Formation	
Address of the Headquarters	
Address of the Office in Kochi if any	
Credentials of Key persons	
Other Relevant Information	
Mandatory Supporting Documents: (a) Certificate of Incorporation from Registrar Of Companies (ROC) or Other documents evidencing the formation date. (b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges or other authorized documents to indicate the nature of business of the bidder (c) Curriculum-Vitae of key personnel of the bidder	

Form III

Financial Information			
	FY 2010-11	FY 2011-12	FY 2012-13
Revenue (in INR crores)			
Revenue from consultancy services (in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents: (a) Auditor Certified financial statements for the relevant financial years as above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.) (b) Certification by the company auditors supporting the revenue break-up for consultancy Services			

Form IV:

“SIMILAR Project Experience”

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Current Status	
Project Details	
Description of the project	
Geographical Scope	
Outcomes of the Project	
Scope of Study	
Other Details	
Duration of study	
Total cost of the project	
Total cost of the services provided by the Bidder	
Other Relevant Information	
Mandatory Supporting Documents: a) Letter from the client duly indicating the salient points like cost, period, and scope of services and successful completion of the projects.	
Project Capability Demonstration	
Complete details of the scope of the project shall be provided to indicate the relevance to the pre-qualification criterion (which is part of minimum qualification criteria).	

Form V

Letter of Acceptance**--- on letterhead paper of the Employer ---**..... **date**To: **name and address of the Contractor**Subject: **Notification of Award Contract No.**

Dear Sirs

This is to notify you that your tender dated **date** for execution of the **name of the contract and identification number, as given in tender** for the Contract Price of Rupees ..
 **,amount in numbers and words**. as corrected and modified in accordance with the Instructions to tender is hereby accepted by our Agency.

We accept/ do not accept that be appointed as the Adjudicator **.

We note that as per bid, you do not intend to subcontract any component of work.

OR

We note that as per bid, you propose to employ M/s as sub-contractor for executing

[**delete whichever is not applicable**]

You are hereby requested to furnish the Performance Security, for an amount of INR.
 within 15 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Completion Period i.e.: unto and sign the contract.

Yours Faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

* - delete ☐corrected and ☐and modified ☐if only one of these actions applies. Delete ☐as corrected and modified in accordance with the Instructions to Bidders ☐if corrections or modifications have not been effected.

** - to be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the ☐Instructions to Bidders☐

Form: VI

Contract Agreement

THIS AGREEMENT made theday of,, between **name of the Employer**. (here in after "the Employer"), of the one part, and **name of the Contractor**. (hereinafter "the Contractor"), of the other part:

WHEREAS the *Employer* desires that the Works known as **name of the Contract**. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender
 - (c) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **name of the borrowing country**. on the day, month and year indicated above.

Signed by
by
for and on behalf of the Employer
in the presence of:

Signed
for and on behalf the Contractor
in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Form: VII

Unconditional Performance Security***Bank's Name, and Address of Issuing Branch or Office*****Beneficiary:**

Name of the Employer: Kochi Metro Rail Ltd, 8th Floor Revenue Tower, Park Avenue, Kerala
 PIN 682011, Phone No. 91- 484- 2380980,2350355, Fax No: 91-484-2380686

Date:**Performance Guarantee No.:**

We have been informed that ***name of the Contractor.*** (hereinafter called "the Contractor") has entered into Contract No. ***reference number of the Contract.*** dated with you, for the execution of ***name of contract and brief description of Works.*** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an irrevocable and unconditional performance guarantee is required.

At the request of the Contractor, we ***name of the Bank.*** hereby unconditionally and irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***name of the currency and amount in figures.*** (***amount in words.***) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, and without cavil & arguments without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of ***Insert the date twenty-eight days after the defect liability period.*** , and any demand for payment under it must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee

.....
Seal of Bank and Signature(s)

Form:VIII

UNCONDITIONAL BANK GUARANTEE IN LIEU OF RETENTION MONEY

To: **Managing Director, Kochi Metro Rail Ltd, 8th Floor Revenue Tower, Park Avenue,**
Kerala PIN 682011

WHEREAS _____ *[name and address of contractor]* (hereinafter called the ☐Contractor☐) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (herein after called the ☐Contract☐);

AND WHEREAS IT HAS BEEN AGREED BY YOU IN THE SAID contract that the Contractor has option to replace the Retention Money with an irrevocable and unconditional Bank Guarantee, in installments of _____ *(indicate the value)* from a Bank acceptable to you as security for compliance with contractor's obligations in accordance with the contract.

AND WHEREAS the Contractor has opted to replace the retention money with an irrevocable and unconditional Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee in figures]*,

_____ *[amount in words]*, # such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till the ☐Engineer☐certifies repayment of retention money in accordance with the Conditions of Contract i.e., upto ☐ ☐ ☐ ☐ ☐ ☐

SIGNATURE AND SEAL OF THE GUARANTOR

Name of the Bank: _____

Address: _____
Date: _____

An amount is to be inserted by the Guarantor, representing the amount specified in the Contract, and denominated either in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Employer.

Form: IX

FORMAT FOR FINANCIAL PROPOSAL

Summary of Costs in INR

Sl. No.	Description	Amount (Indian Rupees)
A.	Personnel	
I	Remuneration of Professional Personnel	
II	Remuneration of Support Staff	
III	Duty Travel to Site, Rent for office accommodation Office Supplies, Utilities & Communications & Misc. Office Furniture and Equipment Reports and Documents Printing.	
VIII	Surveys	
	Sub-Total	
	TOTAL COST (Including Overheads, Fees/ profit all taxes (excluding service tax) duties, levies, in India and abroad).	