

*Selection of Consultant for development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits of KOCHI WATER METRO*



Selection of Consultant for development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits of KOCHI WATER METRO

**KOCHI WATER METRO LIMITED**

Retender No: KWML/PROC/TENDER/2024-25/20



**KOCHI WATER METRO LIMITED**

**Corporate Office, 4<sup>th</sup> floor, JLN Stadium Metro Station, Kaloor**  
KOCHI-682017, KERALA

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## **SECTION-1**

### **NOTICE INVITING TENDER**

#### **GENERAL INSTRUCTIONS**

Kochi Water Metro Limited (KWML) intends to claim Credits, henceforth revenue, for GHG emission reduction through eligible GHG mitigation mechanism (GCC/VCS/CDM/ any other Voluntary mechanism) for its Projects (completed after 2017/ recently completed/ under execution/ proposed / to be proposed during next two years) capable of reducing GHG. In this regard, KWML intends to select a Consultant for development and assistance for validation, registration, verification, issuance and trading of carbon credits.

Sealed tenders are invited through <http://etenders.kerala.gov.in> on behalf of KWML through "Two packet system" from eligible Indian firms / valid legal entities / individuals fulfilling eligibility criteria as described in "Technical Bid" of Tender Document for the following work.

#### **1. TENDER SPECIFIC TABLE**

|   |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a | Item description                                | Selection of Consultant for development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits of KOCHI WATER METRO                                                                                                                                                                                                                                                                                        |
| b | Tender Security                                 | <b>Earnest Money Deposit of Rs. 70,000 /-</b><br>online payment or as BG as per Appendix 18                                                                                                                                                                                                                                                                                                                                                         |
| c | Tender Document/Processing Fee (Non Refundable) | Rs.5,000/- (GST@18% extra)<br>Payable online at <a href="http://etenders.kerala.gov.in">http://etenders.kerala.gov.in</a><br>In case EMD or Tender processing fee exemption is required, valid Udyam registration certificate classifying as Small or Micro Enterprise to be uploaded. Start Ups defined by Department of Promotion of Industrial and Internal Trade - DPIIT) are also exempted from EMD/Bid Security. Valid proof to be submitted. |
| d | Date of publishing of tender                    | 17/10/2025                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| f | Clarification seeking start date                | 17/10/2025                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|   |                                                                                                                  |                                                                                                                                                                 |
|---|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| g | Clarification seeking end date                                                                                   | 21 /10/2025 @ 17.00 Hrs                                                                                                                                         |
| h | Last date for response to clarification                                                                          | 23/10/2025 @ 17.00 Hrs                                                                                                                                          |
| I | Tender submission starts Date and Time                                                                           | 24/10/2025 @ 17.00 Hrs                                                                                                                                          |
| J | Tender submission end Date and Time                                                                              | 31/10/2025 @ 17.00 Hrs                                                                                                                                          |
| k | Date & Time of opening of Tender                                                                                 | 03/11/2025 @ 15.00 Hrs                                                                                                                                          |
| l | Validity of Tender                                                                                               | 120 days from the last date of submission of tender and to be extended as requested by KWML.                                                                    |
| m | Work completion period                                                                                           | Duration of contract shall be 5 years for Identified Projects/ Projects to be identified during next five years.                                                |
| n | Authority and Place for submission of hard copy documents (Notarized/stamp paper documents) if any as applicable | Chief Operating Officer (Water Metro)<br>Kochi Water Metro Limited,<br>First Floor,<br>OPERATION CONTROL CENTRE(OCC)BUILDING,<br>VYTTILA, KOCHI, KERALA-682019. |
| o | E mail id for seeking clarification                                                                              | procurement@watermetro.co.in                                                                                                                                    |
| p | Website from which tender documents and any additional information can be downloaded                             | etenders.kerala.gov.in<br><a href="http://www.watermetro.co.in">www.watermetro.co.in</a><br><a href="http://www.kmrl.co.in">www.kmrl.co.in</a>                  |
| q | Hard copy submission of stamp paper/notarized documents (Power of Attorney and JV agreement if applicable)       | Chief Operating Officer (Water Metro)<br>Kochi Water Metro Limited, First Floor,<br>OPERATION CONTROL CENTRE(OCC) BUILDING,<br>VYTTILA, KOCHI, KERALA-682019.   |

**Note:**

- KWML reserves the right to cancel any or all the bids without assigning any reason thereof.

- In case any unscheduled holiday occurs on any of the above scheduled dates, the next working day shall be the scheduled date for that purpose.
- Bidders are requested to check the e-tendering portal for regular updates

### **General Tender Terms & Conditions for e-Procurement**

This tender is an e-Tender and is being published online for the Selection of Consultant for development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits of KOCHI WATER METRO. The tender is invited in two cover system from registered and eligible firms through e-procurement portal of Government of Kerala (<http://etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with the above-mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The Server Date & Time as appearing on the website <http://etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders.

Please note that queries relating to the tender document, terms & conditions etc. should be submitted to [procurement@watermetro.co.in](mailto:procurement@watermetro.co.in) or by logging in at <http://etenders.kerala.gov.in> before the clarification end date/time. KWML, at its sole discretion, may not entertain the queries sent by post/fax or through any other mode of communication. KWML will post the reply to all such queries on the e-tender portal.

Tender opening will be done online at the time and dates specified in the tender "Critical Dates View" of "Work Item Details".

The bidders are requested to go through the instruction to the bidders in the website <http://etenders.kerala.gov.in> before submission of the bids. The bidders who submit their bids for this tender after affixing their Digital Signature Certificate (DSC), accept and acknowledge that they have clearly understood and agrees to the terms and conditions in the website including the terms and conditions of this tender.

**Online Bidder registration process:** Bidders should have a Class II or above Digital Signature Certificate (DSC) procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once the DSC is obtained, bidders have to register online at [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to

procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088/188/388 or via email: [helpetender@gmail.com](mailto:helpetender@gmail.com)/ [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for assistance in this regard.

### **Online Tender Process:**

The tender process shall consist of the following stages:

- **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- **Publishing of Corrigendum:** All corrigenda shall be published only on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
- **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required by this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Manual submission (Hard copy) of Notarized/Stamp paper documents shall be allowed if and only if the documents are submitted before opening date and time
- In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web- browser along with the query shall be e-mailed by the bidder to the help desk ([helpetender@gmail.com](mailto:helpetender@gmail.com)/ [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in)), for resolution of the problem. At the same time, problem shall also be intimated to the concerned Tender Inviting Authority via email.
- The time taken to ascertain, evaluate and suggest a solution for the problem reported by a bidder may vary from case to case. Hence, bidders are advised to submit their bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted in accordance with the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted online. Failure to submit the documents online will attract disqualification. Bids shortlisted by this process alone will be taken up for opening the financial bid.
- **Opening of Financial Bids:** Bids of the technically qualified bidders alone shall be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section (in case of two cover system).

### **Two cover system**

If two bid system is insisted Bidders are required to submit offer in two covers, namely “Fee/ Pre-qualification/ Technical” and “Financial.”

### **Documents Comprising Bid**

#### **The First Stage**

Pre-qualification or Technical proposal shall contain scanned copies of the documents as stipulated by Appendix 6 and has to be uploaded by every bidder.

KWML shall not be responsible for any technical snag or failure that may occur during the document upload

#### **The Second Stage**

The Bidder shall complete the Financial bid as per the Format provided for download along with this tender.

Bidders are requested to quote rates in (BOQ) only. **PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ.**

**Note:** Bidders shall take care not to change the ‘file name’ of the blank price bid while downloading and saving on bidder’s computer. The price bid will not get uploaded if the file name is changed.

The bidder shall fill in the details in the downloaded file and upload the same back to the website.

**Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variations on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected summarily

**Tender Document Fees** The Bidder shall pay, a tender document fees of Rs.5,000/- (Rupees Five Thousand Only) (GST 18% extra)/- (as per tender specific table).

**Earnest Money Deposit** The Bidder shall pay, EMD as section 1 “Tender specific table” of this tender document. The EMD is required to protect KWML against risk of Bidder’s conduct.

**Exemption:** In case if the Bidder claims exemption from deposit of EMD or Tender document/ processing fee, valid Udyam registration certificate classifying as Small or Micro Enterprise shall be uploaded.

**Online Payment modes:** The EMD/tender document fees can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

**State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility for making tender remittances in e-Procurement System. During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks\*** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option which redirects to the Net

Banking Facility of SBI, where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.

- b) Other Bank Account Holders may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

\*Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The bid will be evaluated only if payment status against bidder is showing “**Success**” during bid opening.

#### **SUBMISSION PROCESS:**

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

**It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.**

KWML shall not be responsible for any delays, reasons whatsoever, in receiving as well as submitting offers, including connectivity/ technical issues.

KWML shall not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct or outcome of the bidding process.

KWML reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reasons. KWML reserves the right to accept any or more offers in part. Decision of KWML in this regard shall be final and binding on the bidder.

**For and behalf of Kochi Water Metro COO**



## **Section 2. Instructions to Consultants**

### **1. Definitions**

- “First Party” / “Client”/ “KWML” means the Kochi Water Metro Limited having its office in Kochi.
- “CDM” means the Clean Development Mechanism as defined under the Kyoto Protocol.
- “CDM-EB” means the CDM Executive Board.
- “CER” means Certified Emission Reductions
- “Consultant/ Bidder/ Tenderer” means any entity or person that may provide or provides operational consulting Services to the KWML under the Contract.
- “Contract” means the Contract signed by the Parties to which the General Conditions (GC) are attached with any attachments listed in the Special Conditions (SC).
- “Day” means calendar day.
- “DNA” means the Designated National Authority.
- “DOE” means the Designated Operational Entity.
- “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India;
- “GCC” means Global Carbon Council.
- “GHG” means Green House Gas.
- “GoK” means the Government of Kerala and any of its departments.
- “GoI” means the Government of India and any of its departments.
- “Host Country” means India.
- “LOA” means Letter of Award, a letter or memorandum communicating to the successful bidder, the acceptance of its bid.
- “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside India.
- “MoEF” means Ministry of Environment and Forests, Govt. of India.
- “OTC” means over the counter offset market.
- PDD” means the Project Design Document.

- “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- “PIN” means Project Information Note.
- “Proposal” means the Technical Proposal and the Financial Proposal.
- “RFP” means the Request for Proposal prepared by the First Party for selection of Consultants.
- “Services” means the work to be performed by the Consultant pursuant to the Contract.
- “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- “Terms of Reference” (TOR) means the document included in the Technical Bid as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the KWML and the Consultant, and expected results and deliverables of the assignment.
- “UNFCCC” means the United Nations Framework Convention on Climate Change.
- “VCS” means Voluntary Carbon Standards.
- “VER’ means Verified Emission Reductions.
- Bid and proposal are synonym.
- Second Party/Consultant means the bidder.
- Service fee means the percentage share to the consultant quoted in BoQ, of net credits generated and sold from the assignment.

## **2. Introduction**

The interested consultants are invited to submit a Proposal for the work “Development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits Projects of Kochi Water Metro Limited.

The projects are either completed after 2017 or under progress or proposed to be developed (Identified/ shall be identified during next two years). Credits for GHG reduction are aimed to be claimed from these Projects. Expectations are described in the Section 4, Terms of Reference.

KWML will select a consulting firm/organization in accordance with the “Highest Revenue based Selection” process as described under Section 2.

The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.

Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals.

Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. KWML is not bound to accept any proposal, and reserves the right to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for KWML's action.

KWML policy requires that Consultants provide professional, objective, and impartial advice and at all times hold KWML's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

The Consultant shall be aware of its obligations under the Contract to (i) confirm, at the time of signing the Contract, that the Consultant is not knowingly advising any "outside party," defined to mean an individual or firm (A) with which KWML is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by KWML).

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the KWML, or that may reasonably be perceived as having an adverse effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

KWML requires that all Consultants participating in KWML consulting assignments to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

Eligible Consultants may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. The firms and sub-consultants associated with a Consultant shall not associate with another consultant.

The Proposals must remain **valid** for **One Hundred Twenty (120) days** after the last date for submission of proposals. In exceptional circumstances, KWML may ask the Consultants to extend the validity period of their proposals. The validity period of the EMD shall also be suitably extended. However, the Bidder will not be permitted to modify its bid.

### **3. Clarification and Amendment of TENDER Documents**

Consultants may request a **clarification** of any of the TENDER documents before **the date specified in the Notice Inviting Tender/RFP**. Any request for clarification must be sent to [procurement@watermetro.co.in](mailto:procurement@watermetro.co.in) or by logging into the e-tenders website indicated in this

RFP. KWML, at its sole discretion, may not entertain the queries sent by post/fax or through any other mode of communication. Should the KWML deem it necessary to amend the TENDER as a result of a clarification, it shall do so.

A **pre-bid meeting** shall be held on **the date and address specified in the Notice Inviting Tender/RFP**. In case of any **change in date** of the pre-bid meeting, it shall only be **notified on the KWML/e-tenders kerala website**.

At any time before the submission of Proposals, the KWML may amend the TENDER by issuing an addendum. **The addendum shall be uploaded on the KWML/e-tenders kerala websites only**. The Consultants, therefore, are advised to visit the website(s) regularly and check for any addendum.

#### **4. Preparation of Proposal**

- The Technical and Financial Proposal as well as all related correspondence exchanged by the Consultants and KWML, shall be written in the **English** language.
- In preparing their Proposal, consultants are expected to examine the documents constituting this TENDER in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- While preparing the Proposal, if a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants, it may do so. The type of association entered into with the other Consultants including who will act as the Lead Partner should be indicated in the Proposal. However, all partners shall be jointly and severally liable. The Consultant shall enclose the necessary agreement to the proposal.
- All documents, reports and communication shall be in **English**.
- The Technical Proposal shall provide the information indicated in the following paragraphs using the attached Standard Appendices (Section 3).
  - a) Technical Proposal Submission form as **Appendix 1** of Section 3;
  - b) Cost of Tender Document and EMD in the form of online payment.
  - c) Authorization Letter for Signing and Initialing the Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. If the DSC holder is different from the authorized person to sign the documents, a separate authorization letter must be submitted authorizing the DSC holder to upload and submit the bid.
  - d) A brief description of the Consultants' organization and an outline of recent

experience of the Consultant and in the cases of association/ joint venture, for each partner, on assignments of a similar nature is required in Appendix-2 of Section 3.

- e) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology work plan, and organization and staffing schedule. Guidance on the content of this section of the Proposal is provided under Appendix-3 of Section 3.
  - f) The work plan should be consistent with the Work Schedule (Appendix- 4 of Section 3) which will show in the form of a bar chart or any other appropriate form, the timing proposed for each activity.
  - g) Scanned Copy of the signed TENDER DOCUMENT and other Correspondences with KWML, if so desired by KWML
- The Financial Proposal shall be prepared using the attached Standard Appendix-5 of Section 3 & commercial offer shall be submitted in the e-BOQ only. The Work under this Consultancy services shall be undertaken but not limited to, for the **projects** as stated in Section 4, Terms of Reference.
  - The Consultant's financial proposal shall be inclusive of all expenses, if any.
  - Consultants shall express the price of their service fee (share) in percentage as in BoQ.

#### **4.1 Terms of price**

- In case any bidders make arithmetical errors or quote with a different percentage or omit to quote, the same will be corrected as per the percentage applicable against the quoted HSN/SAC in the financial bid. In case no HSN/SAC is provided, the quoted rate shall be deemed as inclusive of applicable GST. If the total corrected value exceeds the total quoted value in the financial bid, then the base price will be adjusted so as to maintain the originally quoted amount inclusive of taxes.
- The tax liability as per GST Act rests with the bidder, ambiguity if any regarding the percentage for that particular work or Services Accounting Code (SAC)/HSN etc. shall be cleared before offering of rates.
- Any liability on account of wrong classification of goods or services for arriving at taxes will be on the bidder.
- Highest offer will be decided based on the overall highest offer/amount calculated with the basic price along with GST to KWML.
- Invoice as per GST Act should be furnished prior to every running account/final bills.

- The GSTIN of Kochi Water Metro Ltd is 32AAICK8891J1ZZ.
- GST at actuals shall be paid on the quoted/corrected base value as per GST law in India after submission of appropriate GST invoices with GSTIN of the bidder.
- The bidder shall ensure compliance with the GST laws regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the bidder does not comply with any of the GST laws and procedures and if KWML incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the bidder's failure to comply with the procedures of filing / uploading of data/submissions of documents etc. in time, then all such liability including the input credit of the GST lost by KWML and the penalties and interest incurred by KWML would be the liability of the bidder and the same shall be recovered either by recovery from security deposits / any other amount payable by KWML to the bidder or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.
- If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of KWML there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject above.
- Tenderer shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender and forfeiting of EMD.
- The prices quoted shall be firm and not subject to any variation, unless specified in the tender documents. Any deviation in this regard may make the offer liable to be rejected summarily.

## **5. Submission, Receipt, and Opening of Proposals**

- The original proposal (submitted online) (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal shall authenticate such corrections by putting initials/ signature. Submission letters for both Technical and Financial Proposals should be in the format provided as Appendix 1 and Appendix 5 to Section 3, respectively.

- An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form acceptable to the client, demonstrating that the representative has been duly authorized to sign.
- **Technical Proposal and Financial Proposal shall be uploaded only in the prescribed formats and bid of any form which discloses any pricing information in the technical bid stage will be summarily rejected.** No other modes of submission, other than through the e-tenders portal shall be allowed and other modes of submission shall lead to summary rejection of the bid.
- The Proposals shall be submitted/uploaded not later than **the date specified in the Notice Inviting Tender/RFP**. Any proposal received after the deadline for submission shall be rejected summarily.

## **6. Evaluation Criteria**

- The detailed technical evaluation shall be carried out on the basis of the Consultant's experience in similar projects/services, quality and adequacy of the proposed methodology, work plan and the qualifications of the proposed professional staff, among others.
- The Consultant's proposal shall be evaluated based on the eligibility criteria specified in this RFP. The Consultant meeting the eligibility criteria shall only be considered for financial evaluation.
- A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender, and particularly the Terms of Reference or if it fails to achieve the minimum eligibility criteria as per Clause 8. The Financial Proposal of those Consultants who do not meet the eligibility/qualification criteria shall not be considered.

## **7. Proposal, Evaluation and Selection**

- After the technical evaluation is completed, the Client shall notify through **e-tenders kerala** website, the Consultants that have been technically qualified and the date and time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.
- Financial Proposals shall be opened online only. The Financial Proposals of the Consultants who were qualified during the technical evaluation alone shall be opened, and the total prices shall be recorded.

- The tenderer shall upload details of work executed by them in the prescribed format as per Appendix-16 of Standard proposal forms for the works to be considered for qualification of work experience criteria as per clause 8 of section 2; Minimum eligibility criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. The offers submitted without documentary proofs shall not be evaluated.
- For completed works, value of work done shall be updated to the last day of the previous month of tender submission.

## **8. MINIMUM ELIGIBILITY CRITERIA**

The bidder/applicant should submit the following documents as proof to satisfy the minimum eligibility criteria. **The bids will not be considered for evaluation if any of the documents pertaining to minimum eligibility criteria are not submitted along with the bid.**

| <b>Clause No.</b> | <b>Description</b>                                                                                                                                                                                                               | <b>Documents to be submitted</b>                                                                  |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 8.a               | The bidder should have an average annual turnover of more than Rs 20 Crores during the past three Financial Years (2021-22, 2022-23 & 2023-24)                                                                                   | CA certified Balance sheet & P/L statement for the last three Financial Year ending in FY-2023-24 |
| 8.b               | The Bidder must have been engaged preferably by at least one PSU / State Government undertaking body in India for a consulting assignment for carbon credit project in last 7 years.                                             | Letter of Award                                                                                   |
| 8.c               | The bidder should have experience as consultant in one international carbon credits project (including registration, validation, verification, issuance and trading of carbon credits) in the past 7 years ending in 31.01.2023. | Work order and certificate/proof for successful completion                                        |
| 8.d               | The Bidder must have traded at least 2 million Carbon Credits in VCS projects/CDM/ GS Program in any projects during the last three years (January 2022 to December 2024)                                                        | Trading Proof documents from respective Program                                                   |
| 8.e               | The bidder should not have been banned/ blacklisted/ debarred/suspended by the World Bank/JICA /Central Government / any State Government/ Government Organization/ Financial/                                                   | Self-Declaration by the Authorized representative on the bidder's letterhead                      |



|     |                                                                                                                         |                                |
|-----|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
|     | Institution /court/Public Sector unit in India. The same shall also be furnished by the Foreign/International Entities. |                                |
| 8.f | The bidder shall submit the documents regarding Consultant's Organization and Experience                                | Part A, B and C of Appendix-2. |
| 8.g | The Bidder must have minimum 7 years of experience in Field of Consultancy of Carbon Credits as on 31st March 2024      | Certificate of Incorporation   |

## 9. DETERMINATION OF RESPONSIVENESS

Prior to evaluation of Bid, KWML will determine whether each Proposal is responsive to the requirements of the Tender. KWML may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- It is received by the Proposal Due Date including any extension thereof.
- It is accompanied by the Tender processing fee and EMD OR valid exemption certificate.
- The applicant has submitted all the required documents in the formats as mentioned in the Tender
- The applicant has submitted offer for all required items (subject to change as per award criteria)

## 10. AWARD CRITERIA

- The Bid of the bidder whose Bid is responsive, complete and in accordance with the clauses of this Tender Document will be considered for evaluation. After completing the evaluation, Agreement/Contract will be awarded to the bidder whose bid has been determined to be technically qualified and has been determined to be the highest total cost (highest revenue to KWML in % ) of the offers received post arithmetical error, if any. KWML will however not bind itself to accept the highest evaluated bid or any bid and reserves the right to accept or reject any bid.
- If two or more bidders have quoted the same grant total amount (including GST) in BOQ, sealed revised offers shall be sought from those bidders for awarding Agreement/Contract to the highest offered bidder.
- The LOA shall be issued, in duplicate, by KWML to the Selected Consultant and the Selected Consultant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Consultant is not received back by the stipulated date, KWML may, unless it consents to extension of time for

submission thereof on request of such consultant within the aforesaid stipulated time, appropriate the EMD of such Bidder as Damages on account of failure of the Selected Consultant to acknowledge the LOA.

- During bidding bidder may quote the selling rate but during the actual selling of certificate, the market rate of particular mechanism (VSC/CDM/GS) has to be considered and the highest amount between the quoted rate and market price will be taken.
- Agreement shall be executed within 1 month of issuance of LOA.

## **11. NEGOTIATIONS**

- Upon selection as stated in the Clause 10, the H1 bidder (consultant) may be invited for techno-commercial negotiation of the contract, if necessary.
- Representatives conducting negotiations on behalf of the H1 bidder (Consultant) must have written authority to negotiate and conclude the Contract.

## **12. AWARD OF CONTRACT**

- After completing negotiations, KWML shall award the Contract to the selected H1 bidder (Consultant).
- The Consultant is expected to commence the assignment within **fourteen (14) days** from the date of signing the Contract/award of LoA as applicable.

## **13. PERFORMANCE SECURITY**

- The Consultant, after award of the Contract, shall submit a performance security in accordance with **clause 7 of Form 5, "Financial Proposal Submission," Section 3.**

## **14. CONFIDENTIALITY**

- Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons.
- Except with the written consent of KWML, the bidder shall not make use of any information supplied by KWML for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of validation, registration, verification, issuance and trading of carbon credits of Kochi Water Metro.

## **15. RIGHTS OF KWML RELATED TO BIDDING**

KWML reserves the following rights, without any liability of whatsoever nature to the Consultant:

- To cancel/withdraw the bidding and re-invite the bids at any stage during the bidding process.
- To cancel all bids without any re-bidding at any stage during the bidding process.
- To split the work into packages/groups of projects and award to more than one Consultant.
- KWML is under no obligation to inform the Consultants who are not selected.

#### **16. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA**

(Refer Order (Public Procurement 1) F.No.6/18/2019-PPD dtd 23.07.2020 and subsequent amendments)

- Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per Rule No. 144 (xi) of the General Financial Rules (GFR), 2017 dated 23 July 2020. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
- The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- An undertaking regarding the restriction of bidders from countries sharing land borders with India as per Appendix 17 to the Standard proposal forms shall be submitted by the bidder.
- Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause:
  1. “Bidder” (including the term ‘tenderer’, ‘consultant’ ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement

process.

2. "Bidder from a country which shares a land border with India" means:

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

3. "Beneficial owner" will be as under:

- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

4. "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

5. Subcontracting in works contracts:- In works contracts/ consultancy services, including

turnkey contracts, contractors shall not be allowed to sub-contract works/services to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority. The definition of contractor from a country which shares land border with India shall be as in paragraph II above.

**17. APPLICABLE LAW** - This tender is essentially an NCB (National Competitive Bidding) and this Tender shall be governed by and construed in all respects according to the laws for the time being in force in India.

**18. JV COMPOSITION:** JV not permitted

**19.** Wholly owned Indian subsidiary can bid for the project with the Technical credentials of the parent company (Only Technical credentials of Parent Company is allowed). There should be an undertaking from the parent company stating that unconditional technical support will be given to the Indian subsidiary

**20. EARNEST MONEY DEPOSIT (EMD)**

The bidder shall submit Earnest Money Deposit or valid exemption certificate.

**CONFLICT OF INTEREST**

1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding KWML's interests paramount, strictly avoiding conflicts with other assignments or its own corporate/ personal interests, and acting without any consideration for future work.

The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose to KWML any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of KWML. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.

2. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:
  - Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services - A firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its

Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation

- **Conflicting assignments:** Conflict among consulting assignments - A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be engaged, directly or indirectly, in any assignment that, by its nature, may be in conflict with the activities assigned to them under this Contract.
  - **Conflicting Relationship:** a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the Services, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to KWML throughout the selection process and the execution of the Contract.
3. **Consultant not to benefit from commissions, discounts, etc.:** The payment of the Consultant shall constitute the Consultant's only payment in connection with the Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants (if approved by KWML), as well as Experts and agents of either of them, similarly shall not receive any such additional payment. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, plants, consulting services or non-consulting services, the Consultant shall comply with the Client's applicable regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such responsibility shall be for the account of the Client.

**SECTION 3. STANDARD PROPOSAL FORMS**

*The italicized text as shown in the proposal forms is for the guidance purpose only.*

**Appendix-1. Technical Proposal Submission form**

*[This form to be printed in the letterhead of the Consultant]*

To:

*[Location, Date]*

*[Name and address of KWML]*

Dear Sir

We, the undersigned, offer to provide the consulting services for “development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits Projects of Kochi Water Metro Limited in accordance with your NIT dated [Insert TENDER Number and Date], and our bid. We are hereby submitting our bid in accordance with the NIT.

We are submitting our bid in association with: [Insert a list with full name and address of each associated Consultant] for Selection of Consultant for development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits Projects of KOCHI WATER METRO LIMITED

\* Strike off whichever is not applicable

We enclose the Online payment details as follows;

Transaction No .....dated.....for Rs.-----), towards Tender Processing Fee and

Transaction No .....dated.....for Rs.-----), towards Earnest Money Deposit

We have downloaded/ not downloaded the bid document from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification or termination of the Contract.

Our bid shall remain valid for a period of 90 days after the last date for submission of proposals. If negotiations are held during the period of validity of the bid, we undertake to negotiate our proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

DECLARATION: I/We hereby confirm to having read and understood the tender documents and the requirements of work/service under this tender. The information furnished by me/us is true to the best of my/our knowledge and belief and nothing has been concealed there from. I/We agree to abide by all the terms and conditions of the tender documents, any corrigenda or addenda as part of this tender.

Yours sincerely

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:



## **Appendix-2. Consultant's Organization and Experience**

### **Part A - Consultant's Organization**

*Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment in the following manner*

1. Introduction to the firm and Management.
2. GCC/VCS/CDM/ any other Voluntary mechanism - Services/ Business Model.
3. Sectors in which (GCC/VCS/CDM/ any other Voluntary mechanism) services provided.
4. Turnover of the firm in last three years in GCC/VCS/CDM/ any other Voluntary mechanism related activities.

### **Part B –Qualifications of the Consultant**

*Note: Fill the below text shown in italics to demonstrate your qualifications to undertake this assignment. The firm should provide documentary evidence of their experience when required by KWML. Any misstatement or false information shall result in disqualification or termination of the Contract.*

#### **1. General Information**

- Global Presence  
List of Offices in India and Overseas
- Registration in India  
The registration number with the Registrar of Companies/Firms
- Duration of operation.
- Annual Revenue  
Annual revenue from GCC/VCS/CDM/ any other Voluntary mechanism advisory/consulting services in India and overseas (average of last three years)
- Specific Experience  
Provide details of the PDDs prepared in any of the following sectors: Energy efficiency, Energy Generation, Methane Recovery, Biomass power, Landfill, Wastewater Treatment, Waste Heat Recovery, Transportation, Metro Railways, Railways and Other Sectors.  
State the client, country, project title, sector and the year in which PDD prepared

- Experiences in India  
Please state the GCC/VCS/CDM/ any other Voluntary mechanism projects undertaken by you in India, which are in the stages of Validation/ Registration
- Issuance of CERs/VERs/ Credits for GHG Reduction.  
Whether any projects have been in which you provided services have been issued CERs/VERs/ CREDITS for GHG reduction. If so, provide the details of the projects including the client's name, country, project title, year of registration and quantum of CERs/VERs/Credits.
- Portfolio of CERs/VERs  
State the tCO<sub>2</sub>e that have been traded (either as spot or forward contracts) or reduced carbon emissions through CDM Projects or projects trading in GCC/VCS/any other Voluntary mechanism
- Methodology Related  
State the details related to any of the following:
  - Developed approved methodologies
  - Reviewed or revised a new methodology for carbon mitigation

## **2. Key Achievements**

Provide the following:

- No. of PDDs prepared so far:
- No of projects registered:

Provide the number of projects in the pipeline at the time of submission of proposals, in the following stages

- Under PDD:
- Under DNA approval:
- Under validation:
- Under registration:
- List of Personnel who are engaged in ongoing assignments:

### **Part C–Project Details**

Provide details of all the related projects below.

| Project Name | Location/Country | CER achieved (tCo <sub>2</sub> e) | Status | Services Provided (tick mark the appropriate cells for each project) |   |   |   |   |   |   |   |
|--------------|------------------|-----------------------------------|--------|----------------------------------------------------------------------|---|---|---|---|---|---|---|
|              |                  |                                   |        | 1                                                                    | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|              |                  |                                   |        |                                                                      |   |   |   |   |   |   |   |
|              |                  |                                   |        |                                                                      |   |   |   |   |   |   |   |
|              |                  |                                   |        |                                                                      |   |   |   |   |   |   |   |
|              |                  |                                   |        |                                                                      |   |   |   |   |   |   |   |
|              |                  |                                   |        |                                                                      |   |   |   |   |   |   |   |
|              |                  |                                   |        |                                                                      |   |   |   |   |   |   |   |

The legends in the column “Services Provided” are as below:

1. Preparation of feasibility report
2. Preparation of PDD
3. Obtaining DNA approval
4. Validation
5. Registration
5. Verification
7. Trading of CERs/ VERs (includes price structuring, invitation of tenders for CERs/ VERs and scanning, signing of term sheet and negotiation of ERPA
8. Annual verification/ Implement monitoring plan

Under “Status” column, show “Ongoing” or “Completed”

### **Appendix-3. Description of Methodology for Performing the Assignment**

- Technical Approach and Methodology. In this chapter you should explain your methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.
- Work Plan. In this chapter you should propose the Performance Indicators and the schedule of activities/reports
- Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert(s) responsible, and proposed technical and support staff.

Note: This should be limited to not more than 5 pages

#### Appendix-4. Work Schedule

Table A: Schedule of Activities/Reports

[illegible][illegible]

## **Appendix-5. Financial Proposal Submission Form**

Note: The Consultant should not change any of the text below and is required to fill in the offers in the E-BoQ only.

*[Location and date]*

To,

Our Financial Offer, as given in the E-BoQ, shall be binding upon us. We understand you are not bound to accept any Proposals you receive.

1. Our Service Fee is for carrying out the assignment for
  1. Registration of Project
  2. Verification of CER/VER
  3. Transaction charge for selling per CER/VER

The rates quoted in the E-BoQ is the revenue from the Certified Emission Reductions (CERs)/ VERs/Carbon credit units. The rates quoted in the E-BoQ shall remain same for any of the Project as stated under “Identified Projects” in Section 4, Terms of Reference/ projects to be identified in next two years. The bidder shall not be liable to avail any fees from KWML as part of the assignment other than share in the BoQ.

2. Our Service Fee covers all expenses incurred for completion of the assignment including the following costs,

- i. Our staff costs, remuneration for any consultants/sub-consultants engaged by us, firm’s overheads and profits in carrying out the scope of services as per the Terms of Reference.
- ii. Costs towards attending all meetings with KWML, GoK departments, Gol departments, Designated National Authority, DOE, office of concerned carbon credit frame work, Stakeholders and any other office.
- iii. Office in Kochi
- iv. All travel, local transport, lodging & boarding of our staff
- v. Computing and communication facilities and software as needed
- vi. Preparation of reports and documentation costs including preliminary baseline study
- vii. Validation Fees

- viii. Registration Fees
- ix. Preparation of Monitoring Reports
- x. Verification Fees
- xi. Adaption Fees
- xii. Issuance Fees
- xiii. Per certificate trading transaction fees.
- xiv. Fees towards registration of Issued Credits with appropriate Carbon Exchanges
- xv. Any other costs necessary to get carbon credits revenue from CDM/ any other carbon credit framework, which are not stated in the “Costs to be Borne by KWML” as in para 4 below.
- xvi. All taxes as applicable including but not limited to GST, withholding tax, etc.
- xvii. Cost to generate data in suitable form from available data of KWML.
- xviii. Out-of- pocket expenses thereof, if any.

### **3. Payment of Service Fees**

The service fee is payable to us as and when KWML receives the revenue from the sale of CERs/ VERs/ Carbon credits for GHG reduction. The fee can be paid to us by transfer of the amounts mentioned in E-BoQ from sale of CERs/ credits for GHG reduction, within the prescribed time frame as mutually agreed.

### **4. Costs to be borne by the KWML**

Costs towards organizing venue for the meetings in KWML office only

### **5. Performance Security/ Performance Bank Guarantee**

In case we are awarded the work, we agree to submit a Performance Security submit a Performance Security for an amount of Rs. 104,070/- in the form of DD/NEFT/Cheque/bank guarantee PBG) issued by a scheduled Bank in India in a manner acceptable to KWML. If the water metro project fails to obtain the minimum requirements as per existing standards of carbon credit market, the performance security shall be refunded and the order will get cancelled.

If payment is made through NEFT, we agree to submit proof of the same. We also agree to submit the performance security/ PBG within 14 days of signing of the Contract. The performance security/ PBG shall remain valid for 60 days beyond the completion of the Contract Period, including any extensions thereof.

### **6. Post-Contract Performance Undertaking**

When the period for issuance of CERs /VERs/ Credits extends beyond the Contract Period for

this assignment, we undertake to prepare the Monitoring Report and assist in the processing of Verification and Issuance of CERs/ VERs/ Credits. We also undertake to provide necessary professional services towards marketing and finalization of ERPA without any additional charges till we are eligible to receive the revenue proceeds from sale of CERs/ VERs/ Credits for GHG reduction, for the first two years of the crediting period.

#### **7. Extension of Contract**

We agree that KWML reserves the right to extend the Contract for all services necessary for receiving the revenue proceeds from the sale of CERs/VERs/Credits beyond the contract period. Further, we accept to the extension of contract without any changes to the original terms and conditions of the Contract. KWML reserves the right to carry out the second and third verification through another selected agency or through same agency on mutually agreed terms and conditions beyond the initial contract period.

#### **8. Contract**

We agree to the format of Contract, Section 5 of the TENDER, which will be used for signing the contract and also agreeable for such changes in the format as deemed appropriate by KWML for reflecting the correct position of law as well as the terms of RfP.

Yours sincerely,

Authorized Signature [in full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



### **APPENDIX 6- TENDER INDEX**

The following tender index/check list is intended to help the tenderers in submitting the offer, complete in all regards. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

| <b>Sl No</b> | <b>Documents</b>                                                                                                                                                                                                                                                                                   | <b>Enclosed<br/>(Yes/No)</b> |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1            | EMD & Tender processing fee paid details                                                                                                                                                                                                                                                           |                              |
| 2            | In case EMD or Tender processing fee exemption required, valid Udyam registration certificate classifying as small or Micro to be uploaded. Start Ups defined by Department of Promotion of Industrial and Internal Trade - DPIIT) are exempted from EMD/Bid Security. Valid proof to be submitted |                              |
| 3            | Technical proposal submission form as per Appendix 1                                                                                                                                                                                                                                               |                              |
| 4            | Consultant's Organization and Experience as per Appendix 2 (Part A, B and C)                                                                                                                                                                                                                       |                              |
| 5            | Description of Methodology for performing assignment as per Appendix 3                                                                                                                                                                                                                             |                              |
| 6            | Work Schedule as per Appendix 4                                                                                                                                                                                                                                                                    |                              |
| 7            | Financial proposal submission as per Appendix 5                                                                                                                                                                                                                                                    |                              |
| 8            | Tender Index as per Appendix 6 of this tender document                                                                                                                                                                                                                                             |                              |
| 9            | Power of Attorney or document as per Appendix 7 of this tender document                                                                                                                                                                                                                            |                              |
| 10           | Schedule of compliance with technical specification as per Appendix 8 of this tender document                                                                                                                                                                                                      |                              |
| 11           | Schedule of deviation if any from Tender terms and conditions as per Appendix 9 of this tender document                                                                                                                                                                                            |                              |
| 12           | Duly filled company profile as per Appendix 10 of this tender document with necessary attachments requested                                                                                                                                                                                        |                              |
| 13           | Undertaking that applicant is not blacklisted/debarred as per Appendix 12 of this tender document                                                                                                                                                                                                  |                              |

*Selection of Consultant for development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits of KOCHI WATER METRO*

|    |                                                                                                                                                               |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 14 | Duly filled Appendix 15 financial data with copy of CA audited balance sheet, profit and loss statement for financial year 2021-22, 2022-23, 2023-24 document |  |
| 15 | Documents pertaining to clause 8.b section 2                                                                                                                  |  |
| 16 | Documents pertaining to clause 8.c section 2                                                                                                                  |  |
| 17 | Documents pertaining to clause 8.d section 2                                                                                                                  |  |
| 18 | Documents pertaining to clause 8.e section 2                                                                                                                  |  |
| 19 | Documents pertaining to clause 8.f section 2                                                                                                                  |  |
| 20 | Documents pertaining to clause 8.g section 2                                                                                                                  |  |
| 21 | Duly filled signed and sealed Appendix 17                                                                                                                     |  |
| 22 | Any other documents relevant to this tender                                                                                                                   |  |

Place:

Date:

Name & Designation of

Authorized Person Signature:

Stamp

**APPENDIX: 7**  
**POWER OF ATTORNEY**

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

To know all men by these presents that, I, \_\_\_\_\_ holding the post of \_\_\_\_\_ and Competent authority of \_\_\_\_\_ (the Bidder/Lead Member of the Joint Venture/Consortium) do hereby constitute, appoint, authorize and \_\_\_\_\_ nominate \_\_\_\_\_ (Name & Designation) whose signature is attested herein below, to do all such acts, deeds and thin(gs necessary to the application in connection or incidental with the RFQ/ RFP/Tender No: floated by Kochi Water Metro Limited for \_\_\_\_\_ including signing and submission of all the documents and providing necessary information/response to Kochi Water Metro Ltd and also to bid, negotiate and also to execute the contract, in case is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between (the Bidder/Joint Venture/Consortium) and Kochi Water Metro Ltd , if tender is awarded in favour of (the Bidder), whichever is applicable.

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

IN WITNESS THEREOF, WE (the Bidder/ Lead Member of the Joint Venture/Consortium as previously mentioned) have executed these presents on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ For (Bidder/ Lead Member)

**Competent Authority**

Specimen signature of the Attorney is attested  
For \_\_\_\_\_ (Bidder/ Lead Member)

Accepted  
(Signature)  
Name & Address of the Attorney

**APPENDIX: 8**

**APPENDIX 8- SCHEDULE OF COMPLIANCE WITH TECHNICAL SPECIFICATION**

| ITEM DESCRIPTION                      | Complied<br>Yes/No | Remarks |
|---------------------------------------|--------------------|---------|
| <b>SECTION 4 - TERMS OF REFERENCE</b> |                    |         |

**NB: Leaving this appendix blank will be treated as Compliance to the scope of work and technical specifications.**

Place:

Date:

Name & Designation of Authorized Person

Signature:

Stamp

**APPENDIX 9**

**SCHEDULE OF DEVIATION FROM TENDER TERMS AND CONDITIONS**

| <b>(Tender clause / section no)</b> | <b>DEVIATION IF ANY</b> | <b>REMARKS</b> |
|-------------------------------------|-------------------------|----------------|
|                                     |                         |                |

**NB: Leaving this appendix blank will be treated as no deviation.**

Place:

Date:

Name & Designation of Authorized Person

Signature:

Stamp

**APPENDIX -10**

**COMPANY PROFILE**

| No. | DETAILS                                                                                                                                  |                                                                            |
|-----|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 1   | Title                                                                                                                                    | Company/Firm/Individual/HUF/Partnership/<br>Others (Others-Please specify) |
| 2   | Name of Bidder<br>(with city and postal code)                                                                                            |                                                                            |
| 2   | Address with telephone, e-mail, fax<br>number & the name(s) of the contact<br>person(s)                                                  |                                                                            |
| 3   | GST ID<br>State of registration<br>(attach GST Registration certificate)                                                                 |                                                                            |
| 4   | PAN DETAILS (attach documentary<br>proof duly attested)                                                                                  |                                                                            |
| 6   | BANK DETAILS<br>(Attach cheque copy)<br>Name of Bank<br><br>Name of Branch<br><br>IFSC Code<br><br>Account Number<br><br>Address of Bank |                                                                            |

NB: Duly filled company profile along with cheque copy, PAN card copy and GST certificate to be scanned and uploaded as a single document

Place:

Date:

Name & Designation of Authorized Person

Signature:

Stamp:

**APPENDIX : 11**

**PERFORMANCE BANK GUARANTEE**

(To be printed on Non-judicial stamp paper of appropriate value)

This Deed of Guarantee made this the --- day of 20XX by----- (Name of the Bank), having its registered office at -----, and one of its branches at----- (Address of the Branch) (hereinafter called the Guarantor) in favour of Kochi Water Metro Limited, ---- (hereinafter called the beneficiary).

WHEREAS M/s\_\_\_\_\_ (Name of the Contractor) having their address/registered Office at \_\_\_\_\_ (Address of the Contractor's registered Office) (hereinafter called the "Contractor") was awarded contract for (supply / Erection /Supply & Erection/ Work/others- specify the purpose) \_\_\_\_\_ of (Name of the material / equipment / work/others- specify) by Kochi Water Metro Limited , the "Beneficiary" and WHEREAS a performance guarantee of Rs.\_\_\_\_\_/ - has to be submitted by the Contractor, before undertaking the contract and WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs \_\_\_\_\_ (Amount as stipulated) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee which will be days beyond the contract period) towards Performance guarantee amount payable to the Beneficiary, and WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as here under 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, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Contractor and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. \_\_\_\_\_ (amount as stipulated) (Rupees \_\_\_\_\_) (in words) on behalf of the Contractor.

Guarantor agrees that any demand in writing made by the authorized 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 thereof as the beneficiary may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the contractor and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said contract.

We, \_\_\_\_\_ (Name of the Bank) further agree with the beneficiary that the beneficiary will have the fullest liberty without our consent and without in any manner affecting our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time for performance of the contract by the contractor or to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of the terms and conditions of the contract and that we shall not be relieved from our liability by reasons of any such variation or extension or forbearance or postponement or omission or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision, have resulted in relieving us. This Bank Guarantee shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (mention here the date of validity of Bank Guarantee), unless extended on demand by the beneficiary. The Guarantee shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the Contractor or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded in the contract with or without our knowledge or with or without consent by or between the Contractor and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (amount as stipulated) (Rupees \_\_\_\_\_ (in words)). Our Guarantee shall remain in force till \_\_\_\_\_ (days after the date of validity of the contract). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date should be one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.



**Place:**

**Date:**

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

**APPENDIX: 12 LETTER OF UNDERTAKING**

To,

COO

Kochi Water Metro Ltd

This is to certify that M/S.....a reputed and certified Company/firm/Sole proprietorship firm participating in the tender for Selection of Consultant for development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits of KOCHI WATER METRO has NOT been Black listed /Debarred by any Government undertaking /semi Government/ Govt. Controlled Institutions /projects /Reputed private organizations in India or Abroad.

If it is found at any stage of the tender processing or after the award of the contract that, we are Blacklisted/Debarred by any organization as mentioned hereinabove, KWML reserves the absolute right to take appropriate action against us, including but not limited to the termination of the award of tender or initiating legal proceedings against us.

Place:

Date:

Name & Designation of Authorized Person

Signature:

Stamp:

**APPENDIX-13**

**Appendix 14-FORM OF AGREEMENT**

(Agreement on non-judicial stamp paper of suitable value)

**CONSULTANCY SERVICE AGREEMENT**

This agreement is made \_\_\_\_\_ on this day of \_\_\_\_\_ at 20\_\_ by and between; Kochi Water Metro Limited, a Joint Venture Company of the Government of India and the Government of Kerala incorporated under the Companies Act, 1956 and having its registered office at 4th Floor, JLN Stadium Metro Station, Banerjee Road, Kaloor, Ernakulam – 682017 being represented by \_\_\_\_\_ (hereinafter referred to as “KWML/Employer”, which expression shall, unless repugnant to the context thereof, shall mean and include all its successors and permitted assigns) on the **FIRST PART AND** \_\_\_\_\_ a \_\_\_\_\_ incorporated as \_\_\_\_\_ under the \_\_\_\_\_ and having its registered office at \_\_\_\_\_ being represented by \_\_\_\_\_ (here in after referred to as the “Consultant”, which term shall, unless repugnant to the context, shall mean and include all its successors and permitted assigns) on the **SECOND PART**.

For the purpose of this agreement, both KWML and the Consultant are collectively called “Parties” and individually called “Party” **WHEREAS**, The Employer has floated a tender for the \_\_\_\_\_ (here in after referred as “Consultancy Services”), where the Consultant has turned out to be the successful bidder and the Employer has issued the contract for the said Consultancy service to the Consultant vide Letter of Award (the “LOA”) dated \_\_\_\_\_. **NOW THEREFORE**, in compliance with the tender conditions as well as the above referred Letter of Award, the Parties to the contract has agreed to reduce their understanding into writing.

**NOW THIS AGREEMENT WITNESSETH HEREIN AS FOLLOWS**

**Clause 1: Words and Expression**

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract in the Tender documents hereinafter referred to **Clause 2: The Contract Documents**

The following documents shall be deemed to form and read and construed as an integral part of this agreement and in case of any contradiction between or among them/ any discrepancy/ ambiguity, the order of priority in which a document would prevail over another would be as laid down below;

- This agreement
- The Letter of Award (LOA); dated \_\_\_\_\_ (As per Annex \_\_\_\_\_)
- The Letter of Bid and Appendix to Bid/standard forms (including the signed Statement of Integrity); (As per Annex \_\_\_\_\_)

- Financial Bid (As per Annex\_\_\_\_\_)
- Terms of Reference (As per Annex\_\_\_\_\_)
- The Special Conditions of contract (As per Annex\_\_\_\_\_)
- Conditions of Contract (As per Annex\_\_\_\_\_)
- Any other documents forming part of the contract including Request for Proposal documents of \_\_\_\_\_As per Annex\_)

All the foregoing documents, together with this Agreement, are referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein.

### **Clause 3: Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

### **Clause 4: Obligations of the parties**

#### **4.1 Obligations of the Consultant**

The Consultant shall perform efficiently and faithfully all Consultancy Services in connection with this contract and in carrying out all duties and obligations imposed by this Contract and as detailed in the tender documents.

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Employer and shall at all times support and safeguard the Employer 's legitimate interests in any dealings with Third Parties. The obligation is summarized below.

- Consultant shall perform the services specified in Annex. A, “Agreed Terms of Reference” (“the Services”). The Annex. A is based on consultant’s proposal in response to the terms of reference issued at the bid stage, and subsequent negotiations thereof.
- Consultant’s Services cover the Identified Projects/ Projects to be identified during next two years as specified in Annex. B, “Identified Projects/ Projects to be identified”.

- Consultant shall provide the personnel listed in Annex. C, “Consultant’s Personnel,” to perform the Services. Consultant shall also engage any additional professional staff, engineers and support staff required from time to time for performance of the Services as stated in Annex. A, without any financial implications of whatsoever nature on KWML.
- Consultant shall submit reports and achieve the outputs within the time periods specified in Annex. D, “Consultant’s Activities and Performance Indicators.”
- The financial and commercial terms agreed by the Parties as specified in Annex. E, “Financial Terms”
- The record of negotiations as shown in Annex. F, if any, between the KWML and consultant, shall become an integral part of the Contract.

#### **4.2 Obligations of the Employer**

The Employer agrees, subject to the terms and conditions of the Contract, to pay the Consultant the amount specified, and at the rates and terms and in the manner set forth in the Contract.

#### **Clause 5: Commencement of Services**

Consultant shall commence the services within 30 days of signing the Contract/ issue of LoA whichever is earlier. Consultants services cover the projects listed in Annex. B. If any amendments are agreed by the Parties at any time during the Contract Period (including any extensions agreed by the Parties), consultant agrees that such amendments shall be taken up under the same terms and conditions, including financial terms, stated in this Contract.

#### **Clause 6: Contract Price and Completion Time**

Employer shall pay consultant the amounts in a manner as stated in Annex. E, “Financial Terms”. This amount has been established based on the understanding that it includes all of consultant’s costs and profits, as well as any tax obligations that may be imposed on consultant. Consultant shall not charge for deployment of any additional professional staff, engineers and support staff as required from time to time for performance of the Services.

The Employer agrees to pay for the total cost of the Consultancy Services and the Consultant agrees to accept the sums mentioned below in the following currencies, to be the total cost for the services carried out by him as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Consultant has agreed to perform his duties and obligations under this contract for a total consideration of Indian Rupees \_\_\_\_\_ ( Rupees \_\_\_\_\_ Only/-) including the GST and all other applicable taxes.

The Consultant shall complete whole of the Consultancy Services within \_\_\_\_\_ months

from \_\_\_\_\_ to \_\_\_\_\_ unless extended as agreed between the parties. In consideration of the payments to be made by the Employer to the Consultant as specified in this Agreement, the Consultant hereby covenants with the Employer to execute the Consultancy Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Consultant has paid the performance security as per tender conditions for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only/-) vide dated \_\_\_\_\_ / PBG or Rs \_\_\_\_\_ No \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ Bank valid from \_\_\_\_\_ to \_\_\_\_\_. The Consultant agrees to extent the performance security/ PBG to cover extended periods to the contract, if any

## **Clause 7: Project Administration**

### **Clause 7.1 Project Leader**

Consultant shall deploy a Project Leader full-time during the Contract Period; the Project Leader will be responsible for the performance of the services and coordination with the KWML.

## **Clause 8: Performance Standards**

Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Consultant shall promptly replace any employees assigned under this Contract, whom the employer considers unsatisfactory.

## **Clause 9: Performance Indicators**

Consultant shall achieve the performance indicators as stated in Annex. D. Consultant shall submit a progress report of activities against these performance indicators, for Client's review on a monthly basis. Any shortfall or delays will be rectified by the consultant.

## **Clause 10: Default by consultant**

The occurrence of the any of the following events will be treated as "Default by consultant":

- Consultant fails to deploy the staff in accordance with the approved staffing schedule,
- Consultant fails to Commence the Services within the time stated in Clause 5,
- Consultant becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if consultant is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if consultant takes or suffers any other analogous action in consequence of debt,
- Failure to comply with any statutory regulations in India and those specified by the GCC,

- Failure to achieve the performance indicators, activity plan, and any intermediate outputs thereof, as stated in Annex. D, or
- Non-compliance with any decision reached as a result of the adjudication or arbitration. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default of consultant or employer.

#### **Clause 11: Confidentiality**

Consultant shall not disclose any proprietary or confidential information relating to the Services, this Contract or employer's business or operations without the prior written consent of employer.

#### **Clause 12: Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by consultant for the employer under the Contract shall belong to and remain the property of the employer. Consultant may retain a copy of such documents and software.

#### **Clause 14: Consultant not to be engaged in Certain Activities**

Consultant agrees that, during the term of this Contract and after its termination, consultant and any entity affiliated with consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **Clause 15: Insurance**

Consultant will be responsible for taking out any appropriate insurance coverage for its personnel, equipment and vehicles against death, injury or damage. Consultant shall also take out adequate third party insurance.

#### **Clause 16: Affiliation**

Consultant shall be an independent Contractor performing the work. The Contract does not create any agency, partnership, joint venture or other joint relationship between consultant, KWML and any other GoK / GoI agency.

#### **Clause 17: Assignment**

Consultant shall not assign this Contract or sub-contract any portion of it without employer's prior written consent.

#### **Clause 18: Post-Contract Performance Undertaking**

Upon completion of the Contract Period, consultant shall sign a Post- Contract Performance Undertaking (PCPU), which specifies the conditions, obligations and requirements to be fulfilled by consultant to become eligible to receive the revenue proceeds from sale of CERs/VERs/ carbon credit units, which were registered in the Contract Period, and which would accrue after the contract completion but within two years from the date of registration.

The format and content of the PCPU shall be mutually agreed between employer and consultant. During the PCPU period, consultant shall submit reports to employer in the manner and frequency as acceptable to the employer.

#### **Clause 19: Termination of the Contract**

Employer shall terminate the Contract for Default by consultant on occurrence of any of the events mentioned in Clause 10, by giving a written notice of thirty (30) days. Upon such termination, consultant shall hand over all the documents to employer in a manner acceptable to employer. Consultant shall not be eligible to receive the Service Fees/any compensations/remunerations after the date of such termination. The performance security issued by consultant shall be forfeited fully.

#### **Clause 20: Integration**

The Employer and the Consultant agree that this Agreement, together with the other Contract Documents (As per Annex to) expresses all of the agreements, understandings, promises, and covenants of the parties, and integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Agreement, except as may otherwise be specifically provided in the Contract Documents.

#### **Clause 21: Governing Law**

This Contract is enforceable and construed under the applicable laws of the Republic of India.

#### **Clause 22: Indemnity**

The Consultant shall indemnify KWML against all claims and losses it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him or the Consultancy Services undertaken by him. The liability for any compensation on account of injury sustained by any employee of the Consultant will be exclusively that of the Consultant. KWML shall not be responsible for any losses, damages to the Consultant or to his employees. The Consultant shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. The Consultant shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Consultant shall also ensure

that workmen follow all rules and regulations related to safety and security. The Consultant shall abide by all the labour and other laws applicable to Contract labour / worker under this Contract and shall at all-time keep KWML Indemnified against all losses, claims, prosecutions under any law.

**Clause 23: Deleted**

**Clause 24: Jurisdiction of Court**

Any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of courts at Ernakulum.

**Clause 25: Miscellaneous**

- That the Consultant agrees to confirm to the provisions of all statutes relating to the Consultancy Services and the regulations of local authorities concerned. The Consultant agrees to give all notices required by relevant Statutes or regulations and to pay all fees and taxes payable to any authority in respect thereof. The Consultant further agrees to comply with or cause to be complied with all applicable statutory provisions and rules in respect of Personnel employed by them directly or through Sub-Consultants.
- That the Contractor agrees to follow all the relevant statutes religiously and in particular the provisions of a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules, b) The minimum wages Act 1948 and the related rules c) The payment of wages Act 1936 and the related rules, d) The Employees' Provident Fund & Miscellaneous provisions Act 1952, e) The Employees State Insurance Act 1948, f) Employees Compensation Act 1923 g) Payment of Bonus Act 1965 h) The Building and other Construction Workers Welfare Cess Act. 1996 i) Maternity Benefit Act, 1961 j) Payment of Gratuity Act, 1972 k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979, l) Equal Remuneration Act, 1976 m) The Industrial Disputes Act 1947, n) Child Labour (Prohibition and Regulation) Act, 1986 o) Petroleum Act, 1934 and its related Rules p) Motor Vehicles Act, 1989 and its Rules q) Batteries (Management and Handling) Rules, 2001. r) Indian Electricity Rules, 1956 s) Environment (Protection) Rules, 1986 t) Hazardous Waste Management Rules, 2016 u) Solid Waste Management Rules, 2016 v) E-Waste(Management & Handling Rules), 2016, w) Gas Cylinder Rules, 2016 etc. and other statutes in general.
- That the Consultant agrees to ensure the license for engaging labour is obtained from the appropriate government under the relevant Act/s and is live during the contractual period, and to have their own PF and ESI Codes and also to comply with the relevant Acts. Consultant agrees to maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances regularly. Consultant shall issue wage slips to his



employees and shall maintain relevant registers and forms for inspection by various statutory authorities and the company Officials even at short notice. Consultant agrees to furnish proper Returns to the concerned statutory authorities and provide a copy of the same to KWML.

- That the Consultant agrees that it shall be solely responsible for non-payment / delayed payment of wages / DA, Bonus, contributions under EPF & MP Act, ESI Act etc. In case, the Consultant fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against KWML for whatsoever reason, the performance guarantee /other dues/ running bills under the contract can be utilized by KWML to discharge such liability of the Consultant, and the Consultant shall be liable to pay KWML such amount thus paid.
- Consultant shall also be responsible for complying with provisions of Income Tax, GST, etc. as applicable to him.

**Clause 26**

All other terms and conditions mentioned in the other documents forming part of the contract shall be complied with by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed their respective names as of the day and year first above written.

**For**  
**Kochi Water Metro Limited**  
**Authorized Signature**

**For**  
\_\_\_\_\_  
**Authorized Signature**

**APPENDIX- 15 Financial DATA**

(Ref. Clause 8.a of section 2)

Applicant's legal name .....

Date .....

Page.....of..... Pages

**Each Applicant must fill in this form**

| S.No | Description           | Financial Data for Latest Last 3 Years (Indian Rupees) |           |           |
|------|-----------------------|--------------------------------------------------------|-----------|-----------|
|      |                       | 2021-2022                                              | 2022-2023 | 2023-2024 |
| 1.   | Gross Annual Turnover |                                                        |           |           |

**Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above, complying with the following conditions.**

1. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

2. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.

### **APPENDIX 16- WORK EXPERIENCE**

**Applicant's legal name..... Date.....**

**Group Member's legal name..... Page ..... of..... pages**

|                                                                                       |                                                |                                                                                                  |
|---------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Similar Work Experience in Carbon Market (GCC/VCS/CDM/ any other Voluntary Mechanism) |                                                |                                                                                                  |
| Similar Contract Number<br>_____ of _____ required                                    | Information                                    |                                                                                                  |
| Contract Identification                                                               |                                                |                                                                                                  |
| Award date<br>Completion date                                                         |                                                |                                                                                                  |
| Employer's Name                                                                       |                                                |                                                                                                  |
| Employer's<br>Address: Telephone<br>/ Fax<br>number: E Mail                           |                                                |                                                                                                  |
| Role in<br>Contract<br>(Individual)                                                   | Individual                                     |                                                                                                  |
| Completion Cost                                                                       | Currency (as stated in<br>Clients Certificate) | In equivalent INR as on last<br>day of the previous month of<br>tender submission price<br>level |

**NOTE:**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. For each work of similar work experiences, details to be furnished along with supporting documents mentioned in the NIT

Stamp & Signature of Tenderer

## **APPENDIX 17**

### **UNDERTAKING FOR LAND BORDER SHARING COUNTRIES**

I/We [Name of the bidder] have read the clause(s) regarding restrictions on procurement from a bidder of a country which shares a land border with **India and on sub-contracting to contractors from such countries\***; I/We [Name of the bidder] certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority **and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority\***. I/We hereby certify that [Name of bidder] fulfils all requirements in this regard and is eligible to be considered.

\*Strike off the highlighted text in case of tenders for Works not involving possibility of sub-contracting.

### **STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

#### **Note:-**

1. The undertaking shall be signed by authorized signatory of the tenderer.
2. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as “fraudulent practice” under clause 10 of GCC and this would be a ground for immediate termination besides taking further action as per Clause 10 of GCC /legal action in accordance with law.
3. Where applicable, evidence of valid registration with the competent authority duly signed by the authorised signatory shall also be attached.

## **APPENDIX 18**

### **EMD BANK GUARANTEE**

(To be printed on Non-judicial stamp paper of appropriate value)

This Deed of Guarantee made this the \_\_\_\_ day of 20XX \_\_\_\_ (Name of the Bank), having its registered office at \_\_\_\_ and one of its branches at \_\_\_\_ (Address of the Branch) (hereinafter called the Guarantor) in favour of Kochi Water Metro Ltd, \_\_\_\_ (hereinafter called the beneficiary). WHEREAS M/s. \_\_\_\_ (Name and Address of the Entity participating in the tender) having their address/ registered Office at \_\_\_\_ (Address of the Firm's registered Office) (hereinafter called the "Tenderer") wish to participate in the Tender No. \_\_\_\_ for of (supply / Erection / Supply & Erection / Work/others- specify the purpose) of \_\_\_\_ (Name of the material / equipment / work/others- specify) floated by Kochi Water Metro Limited (hereinafter 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 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

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(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.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of

---

(mention here the date of validity of Bank Guarantee) and shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the tenderer or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or with or without consent by or between the Tenderer and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (amount of EMD) (Rupees \_\_\_\_\_ (in words). Our Guarantee shall remain in force till \_\_\_\_\_ ( days after the date of validity of the Bid/tender as stipulated). Unless demands or claims under this 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 discharge from all liabilities there under

**Place:**

**Date:**

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

## **Section 4. Terms of Reference**

### **1. Introduction:**

**Kochi Water Metro Limited (KWML)** invites Competitive Bids for hiring of Consultant for development & assistance for Validation, Registration, Verification, Issuance and Trading of Carbon Credits under eligible GHG mitigation program.

### **2. Services to be procured**

Consultancy Service shall include but not limited to -

- Validation
- Registration
- Verification & Issuance
- Trading of issued credits with exclusive right to trade for 6 months after first verification.
- The credits will be sold for the highest market rate prevailing and not less than the average of last three months rates in the market in question.
- The sale of credits shall be done on behalf of KWML to avail maximum revenue within the contract period. The time of the sale of credits shall be decided based on the expert advice from the consultancy firm. In case, the credits are not sold within 12 months after first verification, then the contract can be extended based on the assessment by the KWML and KWML has the right to sell the credits by its own or through any other agencies called for.

The scope of work may cover eligible projects from the following sectors -

- a. Renewable Energy (Solar)
- b. Regenerative braking system
- c. Traffic modal shift
- d. Energy Efficient Lighting Project
- e. Rain water harvesting project
- f. Water management project
- g. Waste Management Project
- h. Non Motorised Transport Projects
- i. Planting of trees/ Green Pillars
- j. Feeder services using Electric vehicles

k. Other eligible projects

Process shall be carried out pursuant to the respective GHG mitigation program related rules, requirements, regulations, modalities, criteria, guidelines and principle.

**3. Scope of Work of Consultant**

The scope of work for the above Projects is detailed herein but not limited to:

**Identification of projects and assessment of projects under suitable carbon credit mechanism to claim credits**

The consultant shall carry out detailed studies to assess the potential of existing and proposed projects for getting carbon credits under suitable framework/ mechanism. Consultant shall also recommend measures/ strategies to be undertaken for future projects so that maximum revenue can be generated at this front.

**Preparation of Project Information Note (PIN)**

The consultants will review the available project documentation, hold discussions with officers at the project sites/ offices/ stations and conduct field investigations with the objective of understanding the project, collecting necessary data for preparation of the project information note.

The consultant will then prepare a detailed guidance note on how the project can be taken up as a Carbon Offset Project under suitable framework. The consultant should assess the applicability of approved GHG mitigation program methodology and indicate whether development of new methodology is required. Further a macro level estimate of GHG emission reduction per year must be prepared by the consultant along with the basis of the calculations undertaken.

Based on the feasibility assessment and analysis of the Project, the consultant shall prepare the PIN. The consultant shall also assess the eligibility of the Project as a potential GHG mitigation program under suitable carbon credit framework and prepare required documents for the same.

**Baseline study:**

To evaluate whether the Project(s) can be validated, based on the available and approved methodology or the existing methodology could be suitably applied or modified for validation



of Project(s).

**Monitoring and Verification protocol:**

Monitoring and Verification (M&V) protocol would be developed as per requirement of the respective eligible GHG mitigation program. This should be in line with present practice of KWML, Consultant would inform about additional efforts required by KWML to meet the monitoring requirements for the carbon credit projects

**Preparation of Project Design Document (PDD)**

The Consultant shall prepare the Project Design Document (PDD) as per the approved PDD format of the suitable framework(s). In case of any new methodologies (baseline or monitoring and verification) which does not fall under the approved categories of the selected framework(s), consultant shall take up and obtain approval for the same. The baseline of the Project will be determined and verification and monitoring methodology shall be developed in accordance with the provisions of the Kyoto Protocol. The consultant shall also advise and provide necessary assistance in obtaining any statutory approvals and permits in this regard. KWML shall provide to consultant necessary technical information/data/site/ personnel access required for preparation of the PDD.

**Assistance during Validation of the Project**

The consultant shall submit the PDD to the validator for the validation of the Project(s). Consultant shall undertake visit to the site at least 1 working day before the validation visit by the DOE to see the preparedness and assist project executives in the preparations. He/ She shall also see the monitoring arrangements at the site. Consultant shall provide answers to the questions/clarifications raised by the validator on various occasions for successful validation of the Project(s).

**Assistance during registration of the project in eligible GHG mitigation program.**

The consultant shall assist KWML in getting the Project(s) registered with eligible GHG mitigation program/ framework. The consultant shall provide all necessary information/guidance/ assistance in this regard.

**Project pre-verification and preparation of monitoring data sheet**

Consultant shall prepare the data sheet according to the requirements set out in the PDD. The consultant shall visit the site shortly after the registration of the Project(s) on hearing from KWML and appraise the project executives about the monitoring & verification requirements. Consultant shall also review the data collection system and suggest necessary modifications, if any. The consultant shall give a preliminary pre verification report containing the monitoring data sheet. The consultant shall undertake another visit after KWML has taken corrective measures and undertake a pre verification exercise.

### **Preparation of monitoring report and assistance during every verification cycle**

Consultant shall perform agreed-upon procedures to compare the data/ information gathered by project executives as per the monitoring data sheet as suggested by the Consultant and the consultant shall communicate its findings to KWML.

The Consultant's representative shall also be present during the verification by DOE to assist KWML. The consultant representative shall always accompany DOE during all the verification visits related to this Project(s).

### **Carbon Asset Management**

- Structure the transactions to yield maximum revenues for the carbon credits generated from the project portfolios.
- Identify the Carbon Exchange for online trading and transactions and render support in completing necessary formalities.
- Devise the terms of sale to receive the best deal and also adopting the transaction model (forward, upfront payment, etc.)
- Prepare the Emission Reduction Purchase Agreement.
- Assist KWML in negotiating and executing contracts with the buyers.
- Any activities that may be required to complete the transactions under the carbon trading.

### **4. Roles and responsibilities of KWML**

KWML will provide the necessary access to its operational sites and offices to the Consultant and provide data, information as necessary under a non-disclosure agreement. Permission would be provided for taking photographs, if any, for inclusion in the report as per the security rules of KWML. All care and effort would be made to provide the data/information as scheduled to facilitate the completion of entire work within the time limit specified in the bid document.

### **5. Local transport and hospitality**

Prior approval of KWML must be taken each time regarding the number of persons likely to visit at the project sites.

### **6. Meetings**

The officials of the KWML may review with the Consultant, any or all of the documents and advise forming part of the Consultancy, in meetings and conferences which will be held in KWML's office.

### **7. Reporting**

- The Consultant will work closely with the KWML. A designated Project In-charge of KWML will be responsible for the overall co-ordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project(s) and that require attention from the KWML.
- Regular communication with KWML and the Project Coordinator is required in addition to all key communications. This may take the form of telephone / teleconferencing, emails, faxes, and occasional Meetings.
- Available data as may be required by the Consultant will be provided by KWML on request. The Nodal Officer designated by KWML shall facilitate the handing over of such information to the Consultant.
- KWML shall provide sanctions, approvals, and permissions to carry out the assignment

## **8. Completion of Services**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to KWML in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of KWML and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of KWML. The Consultancy shall stand completed on acceptance by KWML of all the Deliverables of the Consultant. KWML shall issue a certificate to that effect.

## **9. Financial Scope**

The bids will be evaluated as quoted in the EBOQ inclusive of all charges/taxes as quoted for the work. It includes Auditor fee and Travel Expenses along with Consulting Charges.

## **Payment terms**

- Bidder should credit the amount after selling off 10,000 certificates each time or before 6 months from the date of first verification, whichever is earlier. The sale of credits shall be done by KWML to avail maximum revenue, the time of the sale shall be decided based on the expert advice from the consultancy firm.
- For each certificate sold, KWML shall credit the percentage (as per e-boq) of revenue to the bidder after necessary deductions. The percentage as quoted in BoQ shall be the share of the bidder after deductions if any as per RFP.

Note –

- Subsequent verification will be carried out in an interval of at least 1 year or suitable carbon credits volume. Through the trading account owned by KWML. The sale of

credits shall be done by KWML to avail maximum revenue, the time of the sale shall be decided based on the expert advice from the consultancy firm. The credits trading shall be detailed in the contract agreement.

- Any new eligible carbon credit projects that get conceptualized post registration of first LoA projects, an additional work order may be released to the consultant on the same financial terms for registering the projects in eligible GHG Mitigation program.
- In case additional works, if any, separate order shall be issued on mutual agreement.
- 

## **10. Timeline of Completion**

|                                                 |                       |
|-------------------------------------------------|-----------------------|
| Registration in eligible GHG mitigation program | - 8 to 10 months from |
| date of LOA Verification                        | - 6 to 8 months       |

The timeline for initial document preparation starts from the date of LOA release, thereafter the timeline is taken on series.

For Registration:

- Preparation of initial documents and stakeholder consultation through the registry - 4 months
- Completion of Validation by the 3rd Party Auditor - 4 months
- Completion of registration review activities by registry - 2 months
- Preparation of Monitoring Report and supporting Emission reduction documents - 2 months
- Verification by 3rd Party Auditor - 2 months
- Final review and completion of issuance process by registry - 3 months

## **I. Reporting Requirements**

### **Monthly Reports**

The Consultant shall submit a monthly report of progress of activities in a Format acceptable to the KWML.

### **Deliverables**

➤ Inception Report

Upon commencement of the services, the Consultant shall review the available documents related to all the Identified Projects as stated in para 2, carry out discussions with the related departments, conduct site visits and obtain further information as necessary. The Consultant shall submit an Inception Report based on the above within 6 weeks from the commencement of the services describing the likely potential, adequacy of the available documents and methodologies, further data collection plan and schedule of activities for each of the Identified Projects. The consultant shall also specify the framework under which it proposes to register the Project(s) for Carbon Credits.

➤ Project Information Note

The Consultant shall prepare the PINs for all the Identified Projects and submit to KWML and the related department for review and comments.

➤ Project Design Document

The Consultant shall prepare the PDDs as prescribed by the proposed framework's and submit to KWML for review and comments.

➤ Additional Documents

The Consultant shall prepare any additional documents/deliverable which are required for successful validation, registration and verification, and any agreements/contracts for issuance of the CERs.

**Completion Report**

Upon issuance of the CERs/VERs/Carbon Credits, the Consultant shall prepare a completion report for the project describing the overall process, best practices adopted, significant achievements, etc. and provide a complete set of final documents from PIN to the issuance of CERs.

**ii. Assignment Period**

The Assignment (or Contract) Period is for Two (02) years for the Identified Projects/ Projects to be identified during next two years, up to registration of the Projects with the suitable carbon credit mechanism authority. Upon completion of the Contract Period, the Consultant shall sign a Post-Contract Performance Undertaking, which specifies the conditions, obligations and requirements to be fulfilled by the Consultant to become eligible to receive the revenue proceedings out of the sale of CERs/VERs/ Carbon Credits that would accrue after the Contract completion. The Format and content of the Post-Contract Performance Undertaking shall be mutually agreed between the Client and the Consultant in line with the terms contained in Appendix 5, clause 6.

**iii.      Inputs from KWML**

KWML shall provide the following free of charge.

- Copies of all the projects related documents as available with KWML on the date of signing the Contract;
- Organize stakeholder consultation meetings.

## **SECTION-5 FORMAT OF CONTRACT (GENERAL CONDITIONS OF CONTRACT)**

### **1. DEFINITIONS**

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

- “Approval” shall mean and include the written consent duly signed by KWML or its representative/s in respect of all documents, drawings or other particulars in relation to the CONTRACT.
- “Approved Methodology” shall mean the methodology as approved by voluntary CC mechanism authority for computation of reduction of GHG.
- “Baseline” shall mean the scenario that reasonably represents the anthropogenic emissions by sources of Green House Gases (GHG) that would occur in the absence of the proposed PROJECT(s) activity (ies). A baseline shall cover emissions from all gases, sectors and source categories
- “Bidder” shall mean (as the case may be) any person, firm or company from whom Bids are received by KWML as per Notice Inviting Bid (NIT) for providing service to KWML in carrying out the Work.
- “GCC” shall mean the GLOBAL CARBON COUNCIL
- “Certified Emission Reduction (CER)” shall mean a certified emission reduction issued by CDM Executive Board in relation to the PROJECT(s) pursuant to the International Rules and any associated Emission Reduction and Green House Gas reduction.
- “Clean Development Mechanism (CDM)” shall mean the mechanism defined under Article 12 of the Kyoto Protocol.
- “Consultant” shall mean any person/persons/firm/company/consortium etc. to whom ‘WORK’ has been awarded by KWML and shall include its authorized representatives, successors and permitted assignees.
- “Consultant’s Representative” shall mean such person/or persons duly appointed representative at the site as the CONSULTANT may designate in writing to KWML as having authority to act for the CONSULTANT in matters affecting the work and to provide the requisite services.

- “Contract” shall mean a written CONTRACT signed between KWML and the CONSULTANT (the successful Bidder) including subsequent amendments to the CONTRACT in writing thereto.
- “Contract Price” shall mean the sum accepted or the sum calculated in accordance with the rates accepted by KWML and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on KWML for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by KWML.
- “Crediting Period” shall mean the period for which reductions from the baseline are verified and certified by a Designated Operational Entity for the purpose of issuance of CERs/ VEs/ Carbon Credits
- “Designated National Authority (DNA)” shall mean the Designated National Authority set up in non-Annex I country which is assigned approving PROJECT(s) on the basis that they contribute to the sustainable development of the host country.
- “Designated Operational Entity (DOE)” shall mean an entity designated by the COP/MOP, based on the recommendation by the Executive Board as qualified to validate proposed CDM PROJECT (s) activity (ies) as well as verify and certify reductions in anthropogenic emissions by sources of GHG.
- “Employer/KWML” shall mean Kochi Water Metro Ltd., Kochi, Kerala, India and shall include its legal representatives, successors and permitted assignees.
- “Employer’s Representative/KWML’s Representative” shall mean any person, firm or company authorized by EMPLOYER to act on EMPLOYER’s behalf and nominated from time to time by EMPLOYER in writing for the purpose of this Work.
- “Facility” shall mean all properties owned or hired by KWML.
- “Firm” shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or company.
- “Industrial and Intellectual Property” shall mean the Technology, the Patents, the Trade Marks, the Know-how and the Licensor’s Copy Right in any of these things.
- “Kyoto Protocol” shall mean the Protocol originated at the 3rd COP to the United Nation’s Convention on Climate Change held in Kyoto, Japan in 1997. It specifies the emission reductions, the deadlines and methodologies that signatory countries are to achieve.
- “Monitoring” shall mean the collection and archiving of all relevant data necessary for



determining the baseline, measuring anthropogenic emissions by sources of GHG within the PROJECT boundary.

- “Party” shall mean EMPLOYER/ KWML or Consultant as the case may be.
- “Project Design Document (PDD)” shall mean the project specific document completed by PROJECT developers in order to register their project under voluntary CC mechanism authority.
- “Project Idea Note (PIN)” shall mean a short form of project description that provides basic information about the PROJECT, as type, size and location of the project, estimation of the anticipated, total amount of GHGs reduction as compared to “business as usual” scenario.
- “Registration” shall mean the formal acceptance by the Executive Board of a validated project as a project activity. Registration is the pre-requisite for the verification, certification and issuance of CERs related to the PROJECT activity.
- “KWML’s Site Representative/ Engineer” shall mean the person or group of persons authorized by KWML to act on its behalf for overall co-ordination, supervision and project management at site.
- “Sub-consultant” shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sub-let by the CONSULTANT after necessary written consent of KWML.
- “Sub-contract” shall mean order/ contract placed by the CONSULTANT for any portion of the CONTRACT or work sub-let with necessary written consent of KWML. Such sub-letting shall not relieve the CONSULTANT from any obligation, duty or responsibility, or delay in carrying out the job under the CONTRACT.
- “UNFCCC” shall mean United Nations Framework Convention on Climate Change, which was established in June, 1992 at the Rio Earth Summit. The UNFCCC is the governing body for international negotiations.
- “Validation” shall mean the process of independent evaluation of a PROJECT activity by a Designated Operational Entity against the requirements of the voluntary CC mechanism authority on the basis of the Project Design Document (PDD).
- “Verification” shall mean the periodic independent review and ex-post determination by a Designated Operational Entity of monitored reductions in anthropogenic emissions by sources of Green House Gases that have occurred as a result of a registered PROJECT activity during the verification period. TG here is no prescribed length of the verification period. It shall, however, not be longer than the Crediting period.

- “Verified Emission Reduction (VER)” shall mean a generic term for voluntary carbon credit not certified by any external body but verified on a case-to-case basis.
- “Work” shall mean all duties, services, responsibilities and obligations to be discharged by CONSULTANT for the PROJECT(s) to ensure generation of CERs & VERs through reduction of GHG in the plants of the EMPLOYER.

## **2. PERIOD OF CONTRACT**

The completion time varies from Project to Project depending upon the status of implementation and Crediting Period of each Project. The Consultant shall be eligible to receive the Success Fees only up to first five years of the total crediting period for each Projects. The Crediting Period under Kyoto Protocol will be chosen by KWML for which consultant shall have to assist KWML.

## **3. EXTENSION OF CONTRACT**

KWML reserves the right to extend the Contract for all services necessary for receiving the revenue proceeds from the sale of CERs/VERs/Carbon Credits beyond the first five years of the total crediting period. In such an instance, the Consultant is expected to carry out the services as per the mutually agreed terms and conditions.

## **4. REVENUE TO CONSULTANT/BIDDER**

The Service fee as quoted in the BOQ shall be the revenue of the bidder for this assignment. The bidder shall not be liable to avail any fees from KWML as part of the assignment other than the service fee in the BoQ.. The Bidder shall quote considering entire services on a single responsibility basis including mandatory Registration Fees and Issuance Fees of carbon credit authority and Validation and Verification fees for DOE/ authorized entity such that the quoted price covers all the obligations of the Consultant.

The Bidder shall quote considering entire services on a single responsibility basis such that the quoted price covers all the obligations of the Consultant.

The Consultant shall bear all expenses including the following:

- All the expenditure pertaining to site visits, study for Environmental Impact, report preparation, transport, boarding & lodging, communication chargers, training and all other relevant and required expenditure pertaining to complete the work.
- Preparation of any New Methodologies or Monitoring Plan as per the latest guidelines

of the UNFCC/GCC or other framework on such Projects;

- Preparation of PIN, PDD costs and any other outputs needed to meet the UNFCC or GCC or MoEF requirements;
- Commercialization services including preparation of Monitoring Report, its Verification through DOE, marketing the CERs/ VERs/ Carbon Credits and finalizing the ERPA.
- Legal services
- All incidental expenses.
- Above all expenses to get issued carbon credit units from any other suitable carbon credit frame work/ voluntary mechanism.

The sole remuneration to consultant is included in the service fee, which is purely on success basis. There shall be no claim admissible for unsuccessful process/effort.

## **5. CONTRACT VALUE**

The service fee as per BoQ shall be valid till the end of contract period. Such rate shall be inclusive of all costs incurred by the Consultant in connection with the services provided for getting the projects registered from GCC till monetization of CERs/VERs/ carbon credit units from any other suitable carbon credit frame work/ voluntary mechanism.

## **6. RATES AND TAXES**

The Success/ service Fee (Contract value) quoted shall remain firm and not subject to any escalation whatsoever during the pendency of the Contract.

Statutory deductions including income tax, as applicable, shall be made by KWML at the time of release of payment to the Consultant.

The Consultant shall indicate details of tax component in the invoice for the Employer to claim the tax benefits, if any.

## **7. PERFORMANCE BANK GUARANTEE**

- The Consultant, after award of the work, within 14 (fourteen) days shall submit a performance security for an amount of Rs.104,070/- in the form of DD/NEFT/Cheque/bank guarantee. If the water metro project fails to obtain the minimum requirements as per existing standards of carbon credit market, the performance security shall be refunded and the order will get cancelled.
- The Bank Guarantee shall be valid until the registration of the identified projects with the carbon credit framework authority (minimum 26 months from the date of LoA). The validity of Bank Guarantee may be subsequently extended as per the requirement. The Bank Guarantee shall be returned to the Consultant after fulfillment of all the

obligations under the Contract.

- The Bank Guarantee shall be issued by any Indian Scheduled Commercial Bank and payable at Kochi. The bank guarantee shall be issued on the Structured Financial Messaging System (SFMS) platform. The Bank Guarantee shall be an irrevocable bank guarantee in the prescribed format, given in Annexure-6. The expenses for the issuance of PBG shall be borne by the Consultant.
- KWML shall be entitled to forfeit the amount of the Performance Bank Guarantee/ Security deposit in whole or in part in the event of any default, failure or neglect on the part of the Consultant in the fulfillment or performance in all respects of the contract under reference or any other contract with KWML or any loss or damage which KWML may suffer pursuant to any default on the part of the Consultant.
- KWML at its sole discretion may request the contractor to extend the Performance bank guarantee on the extension of contract period equivalent to a period of extended time of contract period so that the extended bank guarantee remains valid for 60 days beyond the extended contract period. Failing to extend Performance bank guarantee, KWML shall be entitled to invoke the performance bank guarantee.
- PBG/ security deposit will be released within 30 days, after the expiry of 60 days beyond the contract period and after completion of all obligations as per contract/tender document.
- PBG/ security deposit will not bear any interest.

## **8. ACCOUNTING OF MONETIZATION OF CERs/VERs/ Carbon Credits**

- The accounting of CERs/VERs/ Carbon Credits shall be done on financial year basis starting from 1<sup>st</sup> April to 31<sup>st</sup> March.
- KWML shall endeavour to generate CERs/VERs/ Carbon Credits on its best effort basis. However, there shall be no liability whatsoever in case of any shortfall from the scheduled CERs/VERs/ Carbon Credits target. There shall be no willful default on the part of KWML in meeting the scheduled CERs/VERs target.
- Above is applicable for carbon credit units from any other suitable carbon credit framework/ voluntary mechanism.

## **9. STATUTORY REQUIREMENTS**

During the tenure of this contract nothing shall be done by the Consultant in contravention of any law, Act and/or rules/regulations, or any amendments thereof.

## **10. DELAY IN EXECUTION OF WORK**

- The contractual work shall be executed under the direction and subject to approval of KWML.
- If the Consultant fails to perform according to provisions of the contract, or unduly delays the execution of the contract, other than due to the delays in statutory clearances, the Employer shall have the right to terminate the Consultant and engage any other Consultant or carry out the activity (ies) on its own, besides forfeiture of security deposit/ PBG and initiating the legal proceedings.

## **11. SUSPENSION & TERMINATION**

- KWML may suspend the work in whole or in part at any time by giving the Consultant notice in writing to such effect stating the nature and anticipated duration of such suspension. Except for a suspension by written order of KWML in terms hereof, the Consultant shall not suspend the work for any cause.
- On receiving the notice of suspension from KWML, Consultant shall stop all such work, which KWML has directed to be suspended with immediate effect. KWML may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to Consultant specifying the part of work to be resumed and the effective date of suspension withdrawal. Consultant shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. In the event of suspension of the work, KWML shall not be liable to the Consultant for any damage or loss.
- No demobilization and remobilization charges will be paid to consultant by KWML.
- If the suspension of the duties and services exceeds 6 (six) months, either party shall be entitled to terminate contract for that part.
- KWML shall have the right to request the Consultant to immediately withdraw any person(s) from the work whose services in its opinion are not conducive to the execution of the work. Consultant shall forthwith comply with the said request.
- In the event of a breach or default by the Consultant of any of its obligations hereunder or non-monetization of VERs/CERs/ carbon credit units from any other mechanism, related to at least one Project within 100 weeks for KWML, KWML may terminate the Contract by giving the Consultant at least 30 (thirty) days prior written notice of its intention to terminate the Contract. The said notice shall specify the breach or default complained and if the Consultant shall fail within the 30 (thirty) days' period to begin to remedy such breach or default, then the Contract shall terminate at the end of such thirty days period. In the event of termination of Contract for aforesaid reasons, KWML shall not be liable to pay the Consultant any remuneration or fees, on whichever

account it may be.

- Termination for Insolvency
- KWML may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter on KWML

## **12. CONSORTIUM**

Consortium bidding is not permitted

## **13. INDEMNITY AGREEMENT**

### **Indemnity by Consultant**

Consultant shall indemnify and keep indemnified KWML, its other Consultants (other than the Consultant) and/or sub-Consultants and its/their employees from all actions, proceedings suits, claims, demands, liabilities, damage, loss, costs, charges, expenses, judgments and fines arising out of or in the course of or caused by the execution of work, if applicable, under the contract or other obligations hereunder directly or indirectly associated herewith including but not limited to:

Personal injury, illness or death of:

- Any of Consultant's personnel and
- Any other person to the extent the injury, illness or death is caused by the negligence or fault of the Consultant or Consultant's personnel or sub-Consultants or Sub-Consultant's personnel and

Loss or damage to:

- Any asset owned, hired or supplied by Consultant or Consultant's personnel or sub-Consultant's personnel (even if caused by, or contributed to by, the negligence or fault of KWML); or
- Any other asset to the extent the loss or damage is caused by the negligence or fault of the Consultant or Consultant's personnel or sub-Consultants or sub-Consultant's personnel.

Notwithstanding any other provisions, except only in cases of willful misconduct and/or criminal acts:

Neither the Consultant nor KWML shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, and

The aggregate liability of the Consultant in, part or otherwise, shall not exceed the total

Contract Price, provided however that this limitation shall not apply to any obligation of the Consultant to indemnify KWML with respect to Intellectual Property Rights.

Consultant shall fully indemnify KWML against any losses or damages arising out of loss or damage caused by Consultant or its representatives due to their misconduct/gross negligence. In the event of any third party raising claim or initiating any suit against KWML on the ground that KWML's use of the Document/Services provided by the Consultant infringes any patent rights belonging to such third party, the Consultant agrees and undertakes to assist KWML and hold harmless KWML against all actions, claims, damages, losses and expenses raised by third parties and arising from or incurred by reason of any infringement of patent, provided, however, that KWML shall, as soon as reasonably possible, notify the Consultant in writing of such third party's claim and/or action.

Nothing in this Article shall abrogate or abridge the Consultant's own liability for infringement or violation of patent of a third party and shall fully indemnify KWML, if such infringement or violation is proved before and sustained in court of law.

Consultant shall indemnify KWML against claims lodged against KWML by third parties for compensation of damages or losses caused by Consultant. Consultant shall take out insurance cover for the same.

#### **14. LIMITATION OF LIABILITY**

Except in cases of criminal negligence or willful misconduct,

The Consultant shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to those loss or damage arising out of the obligations of the Contractor and for the loss due to negligence of the consultant, and

The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed 100% of the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement and workman compensation.

#### **15. CONSULTANT'S OBLIGATION**

- Consultant shall deploy sufficient qualified and experienced manpower to complete the assignment within the stipulated time successfully.
- Consultant shall ensure that it has experience and capability and can mobilize sufficient competent professional engineers, other specialists, tools and tackles, etc. as required to accomplish the tasks in accordance with the scope of work.

- Consultant shall observe all safety rules and applicable employee regulations while at work in KWML's premises/sites.
- Consultant's personnel visiting KWML's premises/ site shall maintain their status as the employees of the Consultant and shall not take any liability other than those specified in the job contract.
- Consultant shall remain solely responsible for preparing all the reports and documents including PIN and PDD needed for approval, endorsement, validation, registration, monitoring, verification, marketing and transaction of CER/VER etc. applicable for the GCC/ VCS/CDM/ other Voluntary Mechanism project cycle; all reports & documents to claim carbon credit units from any other suitable carbon credit frame work/ voluntary mechanism.
- Consultant shall assist in the selection of the DOE by KWML. The Employer reserves the right to approve the DOE to be engaged.
- Consultant shall bear all expenses, fees, etc. needed for implementation of all projects till monetization of CERs/VERs/ carbon credit units from any other suitable carbon credit framework/ voluntary mechanism.

#### **16. KWML's OBLIGATIONS**

- KWML shall meet the following obligations to enable Consultant to proceed and complete their scope of work in time:  
Furnish data/drawings/ information as available with concerned unit of KWML as may be requested by Consultant from time to time to discharge obligations within its scope.

Facilitating entry/ exit of Consultant's personnel to the sites/ offices of KWML, on Consultant's requisition/ endorsement.

- Nominate representative/s duly authorized to act on its behalf on all matters related to the work for the entire duration of the contract at all sites.
- Provide all necessary and relevant information on the Project(s) to the extent available.
- Facilitate the Consultant throughout the CDM project cycle/ any other suitable carbon credit frame work/ voluntary mechanism cycle.
- KWML shall not bear any expenses as part of execution of the contract.

#### **17. PROGRESS REPORT**

- The Consultant shall monitor progress of all the activities as per Scope of Work and submit the progress report every month to the nominated representative of KWML.
- The progress report shall be in a mutually agreed Format and shall indicate:
  - Completion achieved compared with the planned completion for each activity;



- Where any activity is behind the schedule, giving comments and likely consequences and stating the corrective actions / measures being taken.

## **18. Deleted**

## **19. Jurisdiction of Court**

Any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of courts at Ernakulam.

## **20. FORCE MAJEURE**

- For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted to, an Act of God, natural calamities such as fires, floods, epidemics, earthquakes, and hurricane or from any wars, revolutions or a state of insurrection, quarantine restrictions and freight embargoes or any other action by Government Agencies which cause non- performance or delay in performance, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances.
- No failure or omission to carry out the provisions of the contract shall give rise to any claim by KWML against the Consultant, if such failure or omission arises from any Force Majeure event provided the Consultant shall within 10 days from the commencement of such event, notify KWML in writing of such conditions and the cause thereof.
- KWML will not be responsible for any delay / stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the consultant on this account. KWML shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by KWML to the Consultant.
- Upon termination of the force majeure, performance of the agreement shall resume at the specified terms and the performance of the Consultant's duties shall be extended for a period equal to the time during which the suspension was in effect.

## **21. WAIVER**

The failure of either party to enforce any right hereunder shall not be deemed as a waiver of any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.

## **22. EXTENSION OF TIME**

- If the Consultant desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other reasonable ground, he shall apply in writing to KWML within 15(fifteen) days of the date of hindrance on account of which he desires such extension as aforesaid, and KWML shall, if in its opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time, if any, as may, in its opinion be necessary or proper.
- Consultant shall keep such records as may be necessary to substantiate any application for extension of time, and such other records as Employer may reasonably request. Consultant shall permit Employer to inspect all such records and shall provide Employer with copies as required.
- Any such extension of time shall be done in writing as an amendment and should be signed by Employer and the Consultant.
- Late performance debit charges: If the Consultant fails to complete the works as per the time line mentioned herein, the Consultant shall pay KWML in terms of late performance debit charges of 0.5% per week of delayed time line as per the schedule mentioned, subject to a maximum of 10% of the contract value. Any delay due to reasons attributable to KWML shall be excluded for the calculation of penalty.

## **23. STANDARD OF PERFORMANCE**

The Consultant shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices and shall observe sound management, technical and commercial practices conforming to the International Standards and as per the norms laid down by CDM-EB/ GCC/ other framework as applicable from time to time. The Consultant shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to KWML and shall at all times support and safeguard KWML's legitimate interests in any dealings with third parties.

## **24. TERMINATION OF CONTRACT**

KWML may, without prejudice to its right against the Consultant in respect of any delay or unsatisfactory work or otherwise, any claims for damages in respect of any breach of the contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

If the Consultant, having been so served with a notice by KWML that the work is being performed in an inefficient or otherwise improper manner, fails to comply with the requirements of such notice within a period of seven days of such notice or if the Consultant

delays or suspends the execution of the work so that either in the judgment of KWML (which shall be final and binding) the Consultant will be unable to secure completion of the work by the date for completion or has already failed to complete the work by the date.

If the Consultant being a company, pass a resolution or a competent court/ tribunal makes an order that the company shall be wound up or a receiver or manager or resolution professional on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court/ tribunal to appoint a receiver or manager or resolution professional which entitle the court/ tribunal to make a Winding Up Order/ initiate Corporate Insolvency Resolution process / Liquidation Order.

If the Consultant commits breach of any of the terms and conditions of this contract or the Consultant has made himself liable for action under any of the cases aforesaid, KWML shall have powers:

- To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Consultant under the hand of designated authority in KWML shall be conclusive evidence) and upon such termination or rescission, the security deposit of the Consultant shall be liable to be forfeited and shall be absolutely at the disposal of KWML.
- After giving notice to the Consultant to measure up the work of the Consultant and to take such part thereof as shall be unexecuted and to give it to another Consultant to complete in which case any expenses which may be incurred in excess of sum which would have been paid to the original Consultant if the whole work had been executed by it (of the amount of which the certificate in writing of the designated authority in KWML shall be final and conclusive) shall be borne and paid by the original Consultant and may be deducted from any money due to him by KWML under this contract or on any other account whatsoever or from the security deposit or the revenue share of the Consultant from the sales of CERs/VERs/ Carbon Credits thereof or a sufficient part thereof as the case may be.
- In the event of any one or more of the above courses being adopted by KWML, the Consultant shall have no claim to compensation for any loss sustained by the Consultant by reason of having purchased or procured any materials or entered into any engagements or made any advances on accounts or with a view to the execution of the work or the performance of contract. In case, action is taken under any of the provisions aforesaid, the Consultant shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract unless and until KWML has certified in writing the performance of such work and the value payable in respect thereof and the Consultant shall only be entitled to be paid the value so certified.

## **25. SECRECY/CONFIDENTIALITY**

- The Consultant shall maintain strict confidentiality of all documents, drawings, data, design and other technical/ site information in respect of the execution of the work and shall not pass on any information to any agency/organization/ persons except with the prior written consent of KWML.
- Consultant further undertakes to limit the access to confidential information on a need to know basis, only to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract, provided however, that Consultant shall ensure that each of them has been informed of the confidential nature, of the confidentiality and non- disclosure provided for hereof.

## **26. ENTIRE AGREEMENT**

- This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- Without prejudice to the generality of the provisions of Clause 26.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **27. AMENDMENT OF AGREEMENT**

Modification/ amendment of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

## **28. COMPLETION CERTIFICATE**

- Upon the satisfactory fulfillment of work by Consultant, he shall be entitled to apply to KWML for a Completion Certificate in respect of the work upon submission of the relevant documents pertaining to the successful completion of the work.
- Within 20 (twenty) days of the completion of work mentioned in the “Scope of work”, the Consultant shall give notice of such completion along with above said documents to KWML, and within 30 (thirty) days of the receipt of such notice, KWML, if found satisfactory, shall furnish the Consultant with a certificate of completion in respect of the work to Consultant. Otherwise a provisional certificate of completion indicating

deficiencies shall be issued for the work.

- The issue of a completion certificate shall be without prejudice to the Employer's rights and the Consultant's liabilities under the contract, including, but not limited to the Consultant's liability in respect of any guarantees, work completion liability, nor shall the issue of a completion certificate in respect of the work be construed as a waiver of any right or claim of the Employer against Consultant in respect of the work.

## **29. NEGLIGENCE**

If the Consultant or its authorized nominee neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order(s) given in writing by KWML in connection with the work or shall contravene the provisions of the agreement, KWML may give 7 days' notice in writing to the Consultant to make good the failure, neglect or contravention complained of and should the Consultant fail to comply with the notice within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case(s) KWML shall be at liberty to expel the Consultant and hire any other Consultant or carry out the activity on its own besides initiating appropriate legal proceedings and invoking other rights available as per the contract.

## **30. DEVIATION FROM EXECUTION PLAN**

Should the Consultant has to depart from the provision(s) of execution plan on account of reasons beyond his control, the Consultant shall draw attention to the points of proposed deviation and submit all such information to assess the merits of his proposal(s) in writing. The Employer shall in its discretion may agree or disagree to such deviation.

## **31. KWML's REPRESENTATIVE**

KWML shall nominate an official as its representative for and during the execution of the contract.

## **32. INTERPRETATION**

The titles and headings of the sections in this Contract are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this Contract.

## **33. IMPORT AND IMPORT CLEARANCE**

All imports and clearances, if applicable, under this Contract shall be done by the Consultant.

### **34. MISCELLANEOUS**

- The parties shall do all such acts, matters and things and shall sign or execute and deliver all such documents as may in the reasonable opinion of the Employer be necessary or expedient to further and more effectively carry into effect, the provisions of Agreement.
- Each party shall bear its own costs incidental to the negotiation, preparation and execution of Agreement. The Consultant shall bear all stamp duty or documentary duties (if any) for the Agreement.
- Consultant shall prepare, according to schedules, necessary data and specification sheets for such items of equipment intended for import in order to meet required procedure, technical specifications and delivery schedules (if any) and these shall be submitted to Employer to facilitate the Consultant for obtaining Govt. clearances.

### **35. SUB-CONTRACT**

Any sub-contract to be made by the Consultant relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by KWML. Upon the request of KWML, the consultant shall submit for KWML's prior approval, the terms of reference or any amendment thereof for such sub Consultant's services. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the contract.

### **36. QUANTUM OF WORK/ SITECONDITIONS**

- Examination of work/site conditions before Bid by the Bidder is presumed.
- The Consultant shall be presumed to have been satisfied by careful examination as to the nature/quantum of work before submission of the Bid. Consultant shall also be presumed to have been satisfied as to the correctness and the sufficiency of the Bid for the work as quoted in the Bid schedule, rates and prices of which shall cover all the obligations of the Consultant under the contract and all matters and things necessary for the proper completion of the work.
- It is agreed and understood that no extra payment shall be admissible to the Consultant under any circumstances whatsoever consequent on any alleged misunderstanding or miscalculation or arising out of other mistake or factor, not specifically provided for in the contract.
- KWML does not guarantee any minimum payment or quantum of work under this contract. The payment would be made strictly as per payment terms based on actual activities satisfactorily completed.

### **37. APPLICABLE EXCHANGE RATE FOR FINANCIAL TRANSACTIONS**

The exchange rate for financial transactions shall be the prevailing Bank Buying rate, as at the time of selling of the carbon credits.

### **38. CLOSING OF CONTRACT**

Contract, herein, will be formally closed when:

- All the deliverables are delivered and the entire elements of Scope of Work are completed.
- Full payments have been made to the Consultant.
- There is no pending liability on any party (both KWML and the Consultant) on any account.
- Non-receipt of any objection/ adverse comments/ grievance from the applicable authorities about this project(s).
- The contract will be closed through signing of the contract closing document by both the authorized signatories of KWML and the Consultant.

In case of aborted contract, the closing of this contract will be done after settling of all disputes and liabilities through signing of the same contract closing document.

The date mentioned on the signed contract-closing document will be the effective date of closing the contract.

### **39. CURRENCY OF PAYMENT**

Indian rupee will be the applicable currency.

### **40. DOCUMENTATION**

In addition to submitting the necessary documents to the various national and international agencies, the Consultant shall have to submit 6(six) hard copies of all final documents along with soft copies to KWML.

### **LIST OF ANNEXES TO BE SUBMITTED BY CONSULTANT**

- |          |                                                    |
|----------|----------------------------------------------------|
| Annex A: | Agreed Terms of Reference                          |
| Annex B: | Identified Projects                                |
| Annex C: | Consultant's Personnel                             |
| Annex D: | Consultant's Activities and Performance Indicators |
| Annex E: | Financial Terms                                    |
| Annex F: | Record of Negotiations (if applicable)             |