

INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (KINFRA)

(A statutory body of Govt of Kerala)

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REQUEST FOR PROPOSAL (RFP)

for

**Selection of Total Consultant
(Engineering cum Project Management Consultant)**

**for setting up a
Sewerage Treatment Plant with a capacity of 250 m³
with required conveyance system in 168 acres and
disposal of treated water for irrigation etc.**

at


**KINFRA Integrated Industrial & Textile Park
Palakkad**

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (KINFRA)

Name of Work: Selection of Total Consultant (Engineering cum Project Management Consultant) for setting up a Sewerage Treatment Plant with a capacity of 250 m³ with required conveyance system in 168 acres and disposal of treated water for irrigation etc. at KINFRA Integrated Industrial & Textile Park, Palakkad.

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		 <p>kinfra INSPIRING GROWTH</p>
<p>KINFRA invites Request for Proposal (RFP) for selection of Total Consultant (Engineering cum Project Management) for setting up a Sewerage Treatment Plant at KINFRA Integrated Industrial & Textile Park, Palakkad at a cost of about Rs.7.00 Cr.</p> <p>The last date of submission of proposal is up to 26/03/2021, 5.00pm. For more details, please visit www.kinfra.org or contact 9207711851.</p>		
Place: Thiruvananthapuram 26/02/2021		Sd/- Managing Director

Request for Proposal (RFP) for:

Selection of Total Consultant (Engineering cum Project Management Consultant) for setting up a Sewerage Treatment Plant with a capacity of 250 m³ with required conveyance system in 168 acres and disposal of treated water for irrigation etc. at KINFRA Integrated Industrial & Textile Park, Palakkad

Request for Proposal (RFP) is invited by the Managing Director, KINFRA, Head Office at KINGRA House, Sasthamangalam, Trivandrum - 695 010 for selection of Total Consultant (Engineering Consultant & PMC) for setting up a Sewerage Treatment Plant with a capacity of 250 m³ (8/16/24 hours operation) with a provision for expansion facility at KINFRA Integrated Industrial & Textile Park, Palakkad.

1. KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (KINFRA)

1.1 Introduction/Background

Kerala Industrial Infrastructure Development Corporation, [KINFRA] aims at bringing together all the suitable resources available in the state and developing infrastructure to woo the industrial growth of the state. KINFRA is dedicated to catalysing industrial growth in Kerala by providing the best industry-specific-infrastructure.

KINFRA has identified over 20 core competency areas. It has 22 well-defined industrial parks of which many are functional, and some are in the launching phase. KINFRA had built sector specific and common parks for all industries. Each of these parks offers comprehensive infrastructure and support services to the entrepreneurs. KINFRA provides single window clearance facilities for industrial units for regulatory licenses and clearances.

2. Selection of Total Consultant (Engineering cum Project Management Consultant):

2.1 Objective

KINFRA is planning to set up a Common Sewerage Treatment Plant (CSTP) at KINFRA Integrated Industrial & Textile Park, Palakkad as per the norms / conditions specified by the Central Pollution Control Board (CPCB) / Kerala State Pollution Control Board (KSPCB) / Government of India / Government of Kerala or any other similar agencies.

KINFRA, in all these endeavours, intends to take the service of a Total Consultant (Engineering cum Project Management Consultant) who are pioneers in this sector, by preparing a panel.

Scope of Total Consultant (Engineering cum Project Management Consultant) include design of 250m³ plant, conveyance system and disposal of treated water for irrigation, etc. and implementation of project including the preparation of drawings of architectural, structural, facade engineering, mechanical, electrical, plumbing, air conditioning, firefighting service and design, estimation, tendering, evaluation of tender, selection of contractor(s), construction supervision, billing, approvals from various departments of Central/State Governments, implementing online monitoring systems through the contractor as per the norms of CPCB/KSPCB other agencies, etc. for the project(s) assigned to them.

The applicant may be a firm registered in India and engaged in major industrial infrastructure projects in India with experience in the field of Total Consultant (Engineering cum Project Management Consultant) for a minimum period of five years, especially in the field of setting up of Sewerage Treatment Plants, ending the last date of month previous to the one in which the applications are invited for selection.

3. Scope of work by the Total Consultant (Engineering cum Project Management Consultant)

Total Consultant (Engineering cum Project Management Consultant) shall be responsible for the service support from project formulation to commissioning of the assigned project as details given below:

Preliminary Phase

- Preliminary survey and investigation.
- Preparation of Master Plan.
- Concept and schematic drawings.
- Preliminary drawings, preliminary structural design and preliminary estimates (including Mechanical, Electrical, Plumbing and Firefighting services etc.).
- Preparation of DPR and approval from KINFRA.
- Obtaining approval from various agencies (fee will be remitted/reimbursed by KINFRA on production of bill) including CPCB/KSPCB, etc.

Bid Process Management Phase

- Preparation of detailed Architectural & Engineering designs, drawings including working drawing, detailed estimate in Price Kerala Software (including Mechanical, Electrical, Plumbing and Firefighting services etc.) and submission to client for approval. Modification, if any, after proof checking arranged by Client, to be incorporated in the drawings and resubmitted for approval.
- Preparation and finalisation of bid document.
- Finalisation of qualification and selection criteria for the Contractors.
- Evaluation and recommendation for selection and appointment of Contractors.

Pre-construction Phase

- Finalisation of contract document.
- Additional working drawings, if any.
- Getting and recommending Contractor's work schedule.
- To obtain NOCs/consent to establish from various departments including KSPCB/CPCB, etc. (fee will be remitted/ reimbursed by KINFRA on production of bill).
- Posting of required staff at site.
- Periodical inspection of work site as required by KINFRA till completion of work (for the work as given in the concerned NIT).

Supervision during both construction period:

- Inspection and continuous supervision of works, by deploying competent and experienced Engineers, as per the requirement, and taking necessary remedial action wherever required during execution.
- Constructability and value engineering services.
- Finalisation and monitoring of contractor's work schedule.
- Total compliance of technical specifications, contract conditions and various other requirements contained in the respective contracts.
- Quality assurance system complying CPWD specifications /BIS /KSPCB /CPCB/other contract clauses, in the consultancy as well as the works and activities of the contractor.

- Safety practices in execution of works at project site for ensuring complete safety for works, workers, general public and structures and properties adjacent to work site, as per contract.
- Overall contract administration and management including holding meetings and submission of monthly reports and monitoring of programme schedule.
- Proper verification of measurements and certification of bills submitted by the contractor so that payments made by KINFRA against these bills reflect the actual work done at site complying with the respective contracts.
- Proper interface and coordination among the KINFRA, Contractors, local bodies, State Govt, Central Govt etc.
- Assisting in replying to the audit/CTE/KSPCB/CPCB/observations /litigations/or any other agencies, wherever required.
- Normally the defect liability period is three years as per norms of CPWD/PWD. This may change as per the norms of CPWD/PWD and shall be applicable to the selected consultant also.
- Monthly inspection till the completion of the defect liability period, submitting inspection report, complying defects if any.

Completion and Handing Over Phase:

- As built drawings of complete system of STP along with Conveyance system, line diagrams of treated water network, Electrical installations, power supply, treatment plant, etc.
- Approvals / Consent to operate from various Central/State departments including KSPCB/CPCB, etc. (fee will be remitted/reimbursed by KINFRA on production bill).
- Obtaining clearances/licenses for online monitoring systems as per the norms of CPCB/KSPCB other agencies.
- O & M Manual and/or SOP for the entire system.
- Training to the nominated officers/staff of KINFRA at free of cost during defect liability period.

Defect liability Period:

- Presently the defect liability period of the project shall be 3 Years This shall be in line with the Government policies and shall be made applicable to the contractor.
- Monthly inspection till the completion of the defect liability period, submitting inspection report, complying defects if any.
- To ensure proper manning & maintaining STP by the contractor during the defect liability period.

4. Eligibility:

- 4.1 The applicant must be a reputed & registered, experienced consulting firm having experience in planning & design of projects & supervision & monitoring Project Management Consultant (PMC) (Engineering & Project Management) Services especially in setting up of Effluent Treatment Plant (ETP)/ Sewerage Treatment Plant (STP) and its allied works with a minimum capacity of 200 m³ or more.

The applicant has to submit work order showing the works awarded to the applicant by their clients, its duration, completion certificate, etc. as proof for the above. If the work order/completion certificate is not specifically mentioned the category of works executed, a certificate showing the head of works with its value to be obtained from their client & to be submitted along with the bid.

The Total Consultant (Engineering Consultant & PMC) or experts in their roles should be in the field of aforesaid projects in India especially in setting up of STP for a period of minimum **five and half (5½) years** ending the last date of month previous to the one in which the applications are invited for selection.

- 4.2 The applicant should have completed the work of setting up of Sewerage Treatment Plants (STPs) with a capacity of minimum 200 m³ or more **within last five years** (ending the last date of month previous to the one in which the applications are invited for selection) as per the below mentioned criteria.

Firm should have completed works in the capacity of Project Management Consultant (PMC) (Engineering & Project Management) exclusively for STP works as explained in clause 3.

Three similar works each of value not less than Rs.2.80 Crores.

OR

Two similar works each of value not less than Rs.4.20 Crores.

OR

One similar work of value not less than Rs.5.60 Crores.

Joint Venture or Consortium constituted for participating in this tender alone is not permitted.

4.3 The eligible consultant shall be required to submit self-attested copies of the following documents along with the RFP.

- i. Copy of registration certificate of the firm.
- ii. Documents supporting the claim as per the above including the appointment letter / work order or contract agreement and letter of successful completion from the client, as per 4.1 or any other relevant clause in the RFP.
- iii. Details of Permanent Account Number (PAN).
- iv. GST registration certificate.
- v. Tender fee

5. **Instructions & Guidelines for Submission of Application for Selection of Total Consultant (Engineering Consultant & PMC):**

- 5.1 The document can be downloaded from our website at www.kinfra.org
- 5.2 **Any addendum/corrigendum relating to this RFP will be published in KINFRA website only & these will be form part of the tender. Bidders are requested to visit KINFRA site frequently.**
- 5.3 The applicant must submit a non-refundable **processing fee (Tender fee) of Rs.5,950/-** (Rupees Five Thousand Nine Hundred Fifty only) (including GST 18% & KFC 1%) in the form of DD drawn in favour of MD KINFRA, payable at Trivandrum. Proposal submitted without processing will be summarily rejected.
- 5.4 Application with annexures I to V shall be submitted in sealed envelope super scribing **“Request for proposal for selection of Total Consultant (Engineering Consultant & PMC)”**, shall reach on or before **26.03.2021 up to 5.00 pm** in the office of the Manager (Technical), Central Zone, KINFRA Hitech Park, Near Kalamasery Co-operative Medical College, HMT Colony P.O, Ernakulam, Kerala – 683 583.
- 5.5 The application shall be signed by the authorized person (s) of the firm. All pages of the RFP document shall be signed, and seal affixed by the applicant.
- 5.6 The application shall be submitted only as per the enclosed format (s) along with Annexures, Self-attested documentary proof(s) in respect of the details furnished in the application form.

The intending firms shall also submit the list of such projects where due to any disputes litigation was invoked and or the consultancy services were abandoned/suspended by the client(s).

Suppression of any information in this regard may lead to disqualification of the Firm concerned, if such information comes to the notice of KINFRA, subsequently incomplete applications will be summarily rejected.

- 5.7 KINFRA reserves the right to accept or reject any application or cancel this RFP process without assigning any reason or incurring any liability thereof.
- 5.8 Summary of regular/permanent professional employees and key personnel including the nature of specialization, qualifications and experience should be enclosed along with certificates.
- 5.9 Applicants should give an undertaking certifying that the firm has not been blacklisted by any Govt./Local bodies/PSUs in the country.
- 5.10 The appointing of Total consultant shall be valid for a period of 5½ (Five & half) years i.e. up to the completion of defect liability period of 3 (three) years from the date of appointment. Performance of the selected consultants will be reviewed annually, and consultants are liable to be removed from selected list, if their performance found unsatisfactorily.
- 5.11 Applicants who have successfully fulfilled minimum criteria shall be eligible to apply. Certified copies of award letters, work order, contract agreement, completion certificate from the client (Certificate issued by an officer not below the rank of Executive Engineer or equivalent) should be enclosed. If the appointment is for total consultancy services including other infrastructure facilities, separate certificate showing items wise infrastructure facilities created with capital investment on each item to be submitted.
- 5.12 RFP submitted by firms formed as joint ventures for the purpose of participating in this particular RFP is not eligible.
- 5.13 KINFRA shall not be responsible for any delay/ loss of documents or incorrect filling of application form and annexures I to V of the application. Also, KINFRA Shall not be responsible for delay/ non-receipt of filled-in application form along with documentary proofs sent by registered post.
- 5.14 KINFRA reserves the right to modify the criteria and take its own decision if so required.
- 5.15 The evaluation of the applications submitted by the firms shall be undertaken based on details submitted by them strictly as per requirement of this RFP document.

Applicants shall not be required to submit their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded.

It is therefore essential that all the details are submitted by the applicants accurately and specifically as per requirement of this RFP. However, KINFRA reserves the right to ask any clarification from the applicants for details submitted if it so desires during evaluation.

- 5.16** KINFRA will shortlist the applicants after the evaluation of the credentials submitted by the applicants. KINFRA will intimate the shortlisted applicants for a Presentation.

The short-listed firm must be willing to make a presentation about their organisation & works executed by them during the last five years ending the last date of month previous to the one in which the applications are invited for selection, before a group of experts on a date prescribed by KINFRA. Marks for Presentation also considered for appointing of Total Consultant (Engineering cum Project management consultant).

- 5.17** Selection do not assure awarding/selection for any work.

5.18 CONFLICT OF INTEREST

5.18.1 An ‘Applicant’ (Sole Proprietor Firm or Any member of the Consortium) shall not have a conflict of interest, as defined hereunder that may affect the Selection Process.

5.18.2 The Applicant shall provide professional, objective and impartial advice and at all times hold KINFRA’s interest’s paramount, avoid conflicts with next level of assignments for carrying out Consultancy. The Applicant shall not accept or engage in any assignment with KINFRA, that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of KINFRA.

5.18.3 Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest, if;

- Such applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest, provided that this qualification shall not apply in cases where the direct or indirect shareholding in an Applicant or a constituent thereof and in other Applicant(s) (or any of its constituents) is less than 5% of its paid up and subscribed capital; or

- A constituent of such Applicant is also a constituent of another Applicant; or
- Such Applicant has the same authorized representative for purposes of this Application as any other Applicant; or
- Such applicant has a relationship with the prospective developer (to be engaged by KINFRA) either directly or through third parties who may bid as developer based on the proposal prepared by KINFRA's selected consultant for that particular assignment. The applicant or its subsidiaries shall not take up any assignment which results in conflict with the present assignment.

5.18.4 If any time during evaluation of proposals or during execution of consultancy contract, any Applicant is found to have a Conflict of Interest, he shall be disqualified. In the event of disqualification, KINFRA shall forfeit and appropriate the Bid Security compensation and damages payable to KINFRA for, inter alia, the time, cost and effort of KINFRA including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to KINFRA hereunder or otherwise.

5.18.5 Any clarification required by applicant firms on the invitation of RFP, shall be sent from official e-mail id only, addressed to kinfraitp@yahoo.in with copy to mail@kinfra.org within 10 days from the date of publishing.

6. Evaluation Criteria

6.1 Following points are considered for evaluation:

- i. Organisational Details.
- ii. Experience of Consultancy assignments completed as per 4.1 or any other relevant clause of this RFP.
- iii. Consultancy assignments in progress.
- iv. Presentation about their organisation with details of In house Technical team & works executed by the applicant during last five years (only for shortlisted firms).

6.2 The marks shall be decided by a duly constituted Committee on the basis of predetermined criteria and where it is not possible to do so, based on their own judgment. The evaluation carried out by the said Committee shall be final and binding.

6.3 Submission of satisfactory completion certificate from previous clients preferably from Govt/ public sector organizations.

6.4 KINFRA reserves the right to modify the criteria and take own decision if so required.

7. EVALUATION OF PROPOSALS AND PROCESS OF SELECTION:

7.1 General:

The proposals shall be evaluated on the basis of CQCCBS (Combined Quality cum-Cost Based Selection) for which maximum 70 marks for technical proposal have been assigned and maximum 30 marks for financial proposal have been assigned. The price bids of those who meet Eligibility criteria as per clause no 4 of tender document, only will be opened. The Consultant who scores highest marks on addition of technical evaluation and price evaluation marks shall be declared the successful consultant.

7.1.1 Technical Evaluation:

The technical bid will carry maximum marks of 70, The Evaluation Committee nominated by KINFRA shall validate the bids on the basis of eligibility and qualification requirement as given above. Indicative marks to each criterion are pre-assigned with in proportion to its relevance to the expected grade and nature of services and will be shown against each point in each sections. The response of the bidders will be evaluated as per the following criteria.

7.1.2. Financial Evaluation:

Financial bids of those who meet Eligibility criteria only will be opened.

- i. Lowest of the Price Bids will carry 100 marks and higher Price Bids will be given pro-rata scores. (i.e. for L2, Percentages of $L1/L2*100$ will be the Price Bid score.
- ii. A composite score (weighted average) of technical and financial scores will be worked for each bidder. While calculating the composite score, the weightage shall be 70% for technical score and 30% for financial score.
- iii. The selection of the Consultant shall be based on the highest of the Composite Score.
- iv. KINFRA reserves the right to reject any/ or all of the bids in part/ or in full without assigning any reason.

7.2. Technical Evaluation Criteria:

Marks for evaluation will be as follows:

Particulars	Maximum Marks
Experience of the bidder in executing one no. Sewerage Treatment plant commissioned during the last five years ending the last date of month previous to the one in which the applications are invited for selection with a minimum capacity of 200 m ³ each given by the bidder in the technical bid for past experience will be evaluated.	20 marks
Additional one work (STP) with More than 200m ³ capacity plant.	05 marks
Bidders who has completed one similar Project before due date of completion.	05 marks
The bidders who have provided services for O &M for STP	10 Marks
The bidders who company established before 01.01.2010	05 Marks
The bidders who has completed works in Govt. Sector	05 Marks
Consultants having projects in KERALA and having office in Kerala with adequate technical staff & support staff	05 marks
Proposal made against the STP - Layout and general arrangements, Utilisation of minimum land, Approach and methodology, Manpower requirement for O & M and In house team, Technical Presentation	15 marks
Total	70 marks

8. SUCCESSFUL BIDDER:

1. The successful bidder shall be selected based on the evaluation and scoring of the bid and presentation.
2. The subject work will be awarded to the successful bidder and the bidder would be required to sign the agreement (format enclosed) with KINFRA within 15 days along with security deposit (5% of quoted amount) by way of DD favour of managing Director, KINFRA payable at Trivandrum.

9. PAYMENT TERMS:

The payment schedule will be as follows:

- A. For Phase A- Consultancy Services (up to execution of Agreement with the work contractor) - 40% of approved rate:

Total time of execution of phase A - 06 months

1. **1st instalment:** 25% of fees of the agreed fee of Phase A for consultancy services. The payment shall be made on satisfactory submission of pre-feasibility report, draft designs and estimate of STP.
 2. **2nd Instalment:** 25% of the agreed fee of Phase A after incorporating comments of KINFRA in Pre-feasibility report, estimate and submission of final design, DPR and approval by KINFRA/KSPCB.
 3. **3rd Instalment:** Next 20% of the agreed fee for consultancy shall be made on satisfactory completion of submission of draft NIT, submission of final NIT and invitation of tenders.
 4. **4th Instalment:** Next 30% of the agreed fee for consultancy shall be made on satisfactory completion of evaluation of bids and submission of tender evaluation report.
- B. For Phase B- Project Management consultancy including preparation of “As-Built documents” and operation manual - 50% of approved rate:**

Total time of execution of phase B - 24 (18 months for project executing & 6 months for approvals from various bodies like KSPC/PCB/or any other agencies, online monitoring systems, as-built drawings, operation manuals, etc.)

1. **5th Instalment:** Total 50% of approved rate shall be made in four equal instalments at the end of every 6 months subject to the satisfactory submission of the deliverables and services provided and achieving the milestones by the contractor. If the milestone achievement is not attributable to the contractor, the payment to the consultant shall be released. Means, the consultant is equally responsible for achieving the milestones & completing the projects in time. Milestone penalty to the ‘consultant’ will be the same rate as applicable to the ‘contractor’.
- C. For Phase C - O & M for three years (during defects liability period) - 10% of approved rate:**

Total time of execution of phase C - three years

1. **6th instalment:** 3% of approved rate shall be made on successful completion of consistent supervision and performance evaluation of the plant observed and submission of monthly progress reports with specific recommendations on first year.

2. **7th Instalment:** 3% of the approved rate shall be made on successful completion of consistent supervision and performance evaluation of the plant observed and submission of monthly progress reports with specific recommendations on second year.
3. **8th Instalment:** 4% of the approved rate shall be made on successful completion of consistent supervision and performance evaluation of the plant observed and submission of monthly progress reports with specific recommendations on third year.

10. SEALING AND MARKING OF BIDS:

1. The bidder would provide all the information as per this RFP, and KINFRA would evaluate only the bids received in the required format. The Technical Bid and Financial Bid should be separately submitted in sealed envelopes, super scribed “Technical Bid” and “Financial Bid” respectively.

The Technical Bid shall contain:

1. The RFP document except financial bid, signed and stamped in all pages.
2. The application form for selection. This should be copied in the letter head of the bidder and duly signed and stamped.
3. Appendix I to V.
4. Self-attested copies of work order, completion certificate etc. of the schemes mentioned in, specifying the details of STP as per 4.1 or any other relevant clause in the RFP.
5. Technical details, layout plans including proposal with latest technology of the proposed plant.
6. Bid Submission Fee in separate and super scribed covers.
7. Copy of registration certificate of the firm.
8. Details of Permanent Account Number (PAN).
9. GST registration certificate.

10. The Financial Bid shall contain:

1. The format given for financial bid should be reproduced in the letter head of the bidder duly filled in and signed by the bidder/authorised signatory and stamped.

11 Arbitration:

If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assigns in connection with or arising out of the contract or duties of the said parties hereunder or any matter whatsoever incidental to this contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the compilation or abandonment thereof, it shall be referred to the sole arbitrator appointed on mutual consent of both Consultant & KINFRA. Further disputes if any, shall be subject to Thiruvananthapuram jurisdiction only.

12. Liquidated Damages:

In the event of a delay in completion of project work as per the implementation schedule for which PMC is solely responsible, PMC shall pay Liquidated Damages to KINFRA at a rate of half of a percent (0.05%) of consultancy fee per week of delay, subject to a maximum of ten percent (10%) of the PMC fees.

14. Tentative schedule for bidding procedure:

The tentative schedule of the bidding procedure is as follows. The schedule is subjected to change at the discretion of KINFRA.

Sl. No.	Milestone	Date
1	Release of bid	26.02.2021
2	Posting of reply to email queries on KINFRA website	11.03.2021
3	Prebid meeting	16.03.2021
4	Submission of bid	26-03-2021
4	Technical bid opening	30-03-2021

- Opening of price bid shall be communicated to you separately.

APPLICATION FORM FOR SELECTION

INFORMATION TO BE FURNISHED BY THE APPLICANTS:

Sl. No.	Particulars	Details
1.	Name of Organization	
2.	Address	
	Mobile No.	
	Telephone No.	
	Fax No.	
	E-mail ID	
3.	Organization Details	Annexure I
4.	List of Project Management Consultant (PMC) (Engineering & Project Management) completed in STP in the last five years ending the last date of month previous to the one in which the applications are invited for selection.	Annexure II
5.	List of Project Management Consultant (PMC) (Engineering & Project Management) in progress in STP	Annexure III
6.	Undertaking	Annexure IV
7.	Details to be submitted in the covering letter	Annexure V

Place
Date

Signature of the Applicant
Name & Designation

Annexure I

ORGANISATIONAL DETAILS

Sl. No.	Parameter	Details
1	Year of Establishment	
2	Status of Firm (Proprietorship/ Partnership/ LLP Pvt. Ltd., / any other)	
3	Details of Enlistment as Consultancy Firm	
4	Selection with Govt. Organizations (Mention names along with copies of selection letters)	
5	Name, Designation, Academic Qualification, Experience of	
	a. Key Personnel*	
	b. Others**	
6	Address and phone numbers of Head and Key personnel	

Note: Use additional sheets, if required.

- * The Team Head should be a Civil Engineering graduate with minimum 7-10 years of Post qualification experience in planning and execution of STP / ETP.
- * Services of other team members including Civil, electrical, mechanical, instrumentation & environmental engineers to be provided at site at appropriate time.

Place
Date

Signature of the Applicant
Name and designation with seal

Annexure II

LIST OF CONSULTANCY ASSIGNMENTS COMPLETED IN LAST 5 YEARS ENDING THE LAST DATE OF MONTH PREVIOUS TO THE ONE IN WHICH THE APPLICATIONS ARE INVITED FOR SELECTION, AS PER RFP

Sl. No.	Name of Work/Project with address	Short description of Consultancy assignments	Name and Address of owner/client	Cost of work/Project	Date of start of work/project		Date of completion of work/project		Bonus issued/Liquidated damages if any imposed-on Consultant	Any other relevant information
					Stipulated	Actual	Stipulated	Actual		

NOTE: Work/Project means PMC work. The list of works/project mentioned should be substantiated with documentary evidence such as work orders or contract agreement or completion certificates from the owner/client.

Place:

Date:

Signature of the applicant

Name and designation with seal

Annexure III

LIST OF CONSULTANCY ASSIGNMENTS IN PROGRESS AS PER RFP

Sl. No.	Name of Work/Project with address	Short description of Consultancy assignments	Name and Address of owner/client	Cost of work/Project	Date of start of work/project		Date of completion of work/project		Bonus issued/Liquidated damages if any imposed-on Consultant	Any other relevant information
					Stipulated	Actual	Stipulated	Actual		

NOTE: Work/Project means PMC work. The list of works/project mentioned should be substantiated with documentary evidence such as work orders or contract agreement or completion certificates from the owner/client.

Place:
Date:

Signature of the applicant
Name and designation with seal

Annexure IV

TO WHOM SO EVER IT MAY CONCERN

1. It is certified that our firm.....is having in-house capability of carrying out **Total Consultant (Engineering Consultancy & PMC)** as laid down in Clause 3.0 of the Notice Inviting Expression of Interest (RFP) for **'Selection of Total Consultant (Engineering cum Project Management Consultancy) for works at KINFRA IITP, Palakkad'**.
2. It is certified that our firmis not blacklisted by any Central/State Govt Departments/ PSUs/ Autonomous and statutory bodies.
3. It is further certified that all information/data furnished in the application form and annexures for selection are true to the best of our knowledge and belief.

Date
Place

Signature of the applicant
Name and designation with seal

Annexure V**DETAILS TO BE SUBMITTED IN THE COVERING LETTER**

- 1) Name of Firm :
- 2) Mailing Details of Firm :
.....
- a) Address :
.....
:
- b) Tel No. :
.....
- c) Fax No. :
.....
- 3) E-mail ID of Firm :
.....
- 4) Contact details of the applicant :
.....
- a) Name :
.....
- b) Designation :
.....
- c) Mobile No :
.....
- d) Tel. No :
.....
- 5) Details of non-refundable processing paid :
.....
- a) Amount :
.....
- b) DD No. :
.....
- c) Details of Bank :
.....

Date
PlaceSignature of the applicant
Name and designation with seal

FINANCIAL BID FORMAT

Name of work: Total Consultancy (Engineering Consultant & Project Management) for construction of 250 m³ Common Sewerage Treatment Plant (CSTP) with sewerage collection network system as per the norms of KSPCB/CPCB or any other agency/s at KINFRA Integrated Industrial & Textile Park, Kanjikkode, Palakkad.

A. Name of the organization :

B. Address with contact details :

C. Quote details

Sl. No.	Details of work	Fee as a percentage of the estimated project cost/Work Order value/Actual project cost whichever is lower, (plus applicable taxes)
1	Selection of Total Consultant (Engineering cum Project Management Consultant) for construction of 250 m ³ Common Sewerage Treatment Plant (CSTP)	
Total	(In figures)	
	(In words)	

(No subjective conditions will be accepted in the price bid).

The quoted amount will be deemed as follows:

- Phase A** : Consulting work (up to work order to the contractor) - 40%.
Phase B : PMC including preparation of "As Built documents" and operation manual - 50%.
Phase C : Three years O &M during defects liability period -10%.

Name of the organization
 Seal of the organization
 Date:

Signed by
 Designation

AGREEMENT

This AGREEMENT made on this the2021 at Trivandrum between the **Kerala Industrial Infrastructure Development Corporation (KINFRA)**, a statutory body of Govt. of Kerala established under the Kerala Industrial Infrastructure Development Act 1993 and having its registered office at KINFRA House, 31/2312, Sasthamangalam, Thiruvananthapuram - 695 010 represented by its Managing director,(hereinafter referred to as the “CLIENT”, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the ONE PART AND (hereinafter referred to as the “CONSULTANT” which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the OTHER PART.

Whereas the Client intends to Construct Sewerage Treatment Plant with latest technology having 250 M3 capacity as per requirement at KINFRA Integrated Industrial and Textile Park, Palakkad. Client intends to engage a Total Consultant (Engineering consultant & PMC) for the above work. Based on the offers received, M/s..... has been selected as Consultant and work order has been issued vide No..... dated..... (THIS WILL FORM PART OF THIS AGREEMENT).

Whereas the Consultant agrees to provide Consultancy services for preparation of basic conceptual design and specifications, estimation, preparation of bid documents, invitation of bids, selection of contractor's, proof checking and approval of contractors design, project management services and supervision for construction, commissioning, operation during defect liability period of three years for 250 m³ Common Sewerage Treatment Plant (CSTP) with sewerage collection network system as per the norms of KSPCB/CPCB or any other agency/s as per the agreed Scope of Consultancy services (APPENDIX I), General Conditions of the agreement (APPENDIX II) and Fees and Terms of Payment (APPENDIX III) (GST applicable to consultancy firm will be paid extra) (THESE APPENDICES I, II & III WILL FORM PART OF THIS AGREEMENT).

The period of the consultancy for the above work was for a period of 5½ (five & half) years (06 months - Consulting work (upto execution of Agreement by the contractor), 24 months - PMC including “As-built documents” and operation manual, approval from various departments of the Central/State Governments, etc., 3 years from the date of execution of the contract or till the date of completion of the work, whichever is later.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. This agreement is governed by the clauses in the documents as stated in Para 2 & 3 above, and both the Client & Consultant hereby agree to abide by these terms.

2. All previous correspondence, record notes and other documents shall stand suppressed/superseded by the terms and conditions of this agreement. However, it is specifically understood that the previous correspondence, record notes and other documents shall be relevant for the limited purpose of any interpretation or applicability of any of the terms in this agreement in case of any dispute.
3. The Consultant agrees to render all such Consultancy services for the Construction of Construct Sewerage Treatment Plant with latest technology having 250 M3 capacity (in 8/16/24 hours operation) as per requirement at KINFRA Integrated Industrial and Textile Park, Palakkad, Kerala as per the scope of 'Consultancy Services' and 'General Conditions of Agreement' which are attached as Appendix I & II respectively (as stated in para 3 above), and the Client in consideration of the services to be rendered by Consultant agrees to pay the fees for such services at such accepted rates and in such accepted manner as incorporated in 'Fees and Terms of Payment' attached as Appendix III (as stated in para 3 above). These appendices I, II & III form part of this agreement.
4. This agreement has a validity of 5½ (five & half) years from the effective date of agreement or completion date of works whichever is later and the same may be extended for any further period as mutually agreed by both parties.

In witnesseth whereof the parties to this agreement, viz., the Client and Consultant have herein signed this agreement respectively on the day above written under their signature.

Signed and delivered for:
Kerala Industrial Infrastructure
Development Corporation
(KINFRA)
By Santhosh Koshy Thomas,
Managing Director.

Signed and delivered for
.....
.....
.....
By
.....

In the presence of witnesses:
1.
2.

In the presence of witnesses:
1.
2.

APPENDIX - 1

SCOPE OF CONSULTANCY SERVICES:

The scope of consultancy services offered herein shall cover the following:

1.0 RESPONSIBILITIES OF THE CONSULTANT

- 1.1. The Consultant should prepare legible layout of the proposed site judiciously using the land (without wasting any piece of the land) including grid plan, contour at 1m interval, geo technical exploration, flood history, on-site features etc. for the preliminary hydraulic and structural design and for realistic cost estimates of the subject work.
- 1.2. The Consultant shall be entrusted with Consultancy services for preparation of basic conceptual design and specifications, estimation, preparation of bid documents, invitation of bids, selection of contractor's, proof checking and approval of contractors design, project management services and supervision for construction, commissioning, operation during defect liability period of three years for 250 m³ Common Sewerage Treatment Plant (CSTP) with sewerage collection network system and its disposal as per the norms of KSPCB/CPCB or any other agency/s.
- 1.3. Design of conveyance system from units inside the KINFRA IITP and distribution system for treated water for irrigation or landscaping or any other purposes including flushing in toilets, etc. to be designed properly.
- 1.4. The quality of treated water should be as per the standards of CPCB/KSPCB for flushing of toilets. Part of water using for irrigation should also be as per standards of CPCB/KSPCB.
- 1.5. Consultant should appoint site supervisor preferably a Civil Engineer with minimum 5 years' experience initially and appropriate engineering staff of electrical, mechanical, instrumentation, environmental to be provided.
- 1.6. The consultant shall be entrusted with rendering services to the KINFRA with respect to technical, financial and management aspects of the subject work.
- 1.7. The Consultant shall prepare necessary bid documents for turnkey contracts with contractors own design specifying the requirements and specifications in detail and assist the client in the invitation of tenders.
- 1.8. The Consultant should scrutinize the bids received and submit a detailed evaluation report to the client together with specific recommendations on the tenders received.
- 1.9. The Consultant should check the hydraulic, civil, mechanical, structural, and electrical and instrumentation designs submitted by the contractor, suggest modifications, if any, required and approve the same for construction.
- 1.10. The Consultant should prepare a detailed QAP for the work specified mode and place of inspection of materials for acceptance, conduct various tests, their frequency, recording of results and their interpretations etc.
- 1.11. The Consultant shall work out the implementation schedule in MS project meeting all requirements specified by KINFRA and monitor the work strictly according to the implementation schedule so approved.

- 1.12. The Consultant shall verify and approve all designs and drawing submitted by the contractor. The design or drawing shall be cleared within 7 working days from the date of receipt.
- 1.13. Any work done by the contractor should be on prior approval of the consultant. For this the details of proposed work including location sketch should be submitted to the consultant before 24hrs. The consultant should approve and reject within 24hrs.
- 1.14. The Consultant shall provide periodic progress reports and Monthly Status Reports to KINFRA.
- 1.15. The Consultant shall monitor, oversee and supervise the work output on a day-to-day basis of the contractors/equipment suppliers in compliance of the terms and conditions of the contracts/appointments with the objective of ensuring quality, completeness and compatibility of the work carried out in relation to the project.
- 1.16. The Consultant shall do all measurements and verify the bills related to construction and related activities and supply of equipment as required by KINFRA.
- 1.17. The Consultant should assist KINFRA in getting all statutory approvals from various agencies of Central/State Governments where ever required for establishing sewerage treatment plant.
- 1.18. Evaluation of the subject work on its completion and its commissioning with respect to the performance parameters of each component and submission of a performance report with recommendations for corrective actions, if any, required.
- 1.19. The as-built drawings prepared by the contractors shall be vetted and approved by the consultants with details of components, list of spares to be stocked, their suppliers etc. on completion of the subject work.
- 1.20. Preparation of O & M manual including preventive maintenance schedule, inventory planning etc. shall be the responsibility of the consultant.
- 1.21. Supervision of any work undertaken by the contractor during the defect liability period
- 1.22. Overall general guidance and periodical visits as described in the tender document to the plant during the three year defect liability period.
- 1.23. The Consultant shall abide by all the clauses in the Agreement to be entered in to with KINFRA.
- 1.24. The key professionals with the specified qualification earmarked for KINFRA's project should be retained throughout the project period. Only in case of any contingency, the consultant can replace a person with an equally or higher qualified one and after obtaining approval of KINFRA.
- 1.25. If KINFRA requests that consultant should replace team member/s in case any team member/s is found not meeting performance standards, the same should be affected by PMC to KINFRA's satisfaction.
- 1.26. A detailed planning schedule should also be prepared and attached.
- 1.27. The Consultant shall keep apart experienced experts as specified, exclusively for KINFRA's project and PMC shall also state the details about the number of personnel they propose to deploy for the project on a full-time basis during the project period. Details of minimum exclusive team to be stationed at Site throughout the Project period shall be spelt out.

- 1.28. No work shall be outsourced except for highly specialized work, for which assistance is required. In such cases prior approval from KINFRA is required.
- 1.29. Consultant shall obtain KINFRA's approval for any material deviation in design or specifications before any revision of Drawings or specification already approved by KINFRA.
- 1.30. Sufficient soft copies and hard copies of all the deliverables are to be submitted as and when required by KINFRA.
- 1.31. Consultant shall carry out pre-despatch inspection as well as inspection at Site of all Raw Materials and Equipment.
- 1.32. Consultant shall arrange Weekly / fortnightly / Monthly meetings with the Contractors for reviewing the progress of the Project. Project Monitoring shall be done using MS Project Software.
- 1.33. Consultant shall arrange to prepare as-built plans of all structures and appurtenances through the contractor and scrutinize the same and certify the correctness which should also include details of machinery, their components, guarantees offered by manufactures etc. Sufficient copies of this document both in hard and soft copies have to be submitted to the client for reference.
- 1.34. O& M manual, routine, preventive and breakdown maintenance procedures for each component of the STP including the list of spares to be stocked, their probable source of receipt etc are also to be prepared.

2.0 RESPONSIBILITIES OF THE CLIENT

The Client shall perform all obligations required of it as owner in order to enable the Consultant to successfully perform its obligation under this contract. Obligations of Client shall generally be as follows:

- 2.1 The Client shall provide necessary data regarding the operational parameters required to be incorporated in the design of scheme to the Consultant in proper time to enable them to proceed with the design to meet the time schedule.
- 2.3 The Client shall ensure free access for the Consultant personnel to the project area subject to the normal security practices of the Client.
- 2.4 The Client shall depute an officer with sufficient powers for taking technical/financial decisions for keeping liaison with the Consultant.
- 2.5 The Client shall review and approve or communicate their comments on technical documents such as drawings and specifications submitted by the Consultant for this purpose, as early as possible on receipt from the Consultant. In case of non-receipt of approval or any comments/ suggestions within the reasonable period, the Consultant, under intimation to the Client, may go ahead with the work as if the Client has no comments to make. Any review of documents, if found necessary shall be conducted in a design conference to be convened by the Consultant at a time and venue as mutually agreed upon from time to time.
- 2.6 One copy of the designs, estimates, tender documents, reports, with all its contents, annexures, drawings, etc. shall be returned to the Consultant by the Client after affixing their seal duly approving the proposals made by the PMC as accepted/modified by the Client.
- 2.7 The client would pay the Consultant fee as indicated in Appendix - III without delay, but within 30 days of submission of invoice.

3.0 GENERAL

- 3.1 Changes in the scope of work shall be worked out by mutual consultation between the Client and the Consultant, provided that all such changes in the scope of work shall be deduced in writing and approved by the parties, along with the terms and conditions agreed upon.
- 3.2 The Consultant shall not make any deviation, alteration, addition or omission of any item/items from the approved drawings without the knowledge and prior written consent of the Client. The Client will retain the right to alter, omit or postpone any work or part thereof.
- 3.3 The Consultant shall provide sufficient site supervisory staff, for day to day supervision, in work site inside the project area.
- 3.4 The Consultant shall advise the Client on the progress of the work and furnish daily and monthly site reports.
- 3.5 The Consultant shall be present at any committee meetings pertaining to the project, as and when required.

4.0 CONDITIONS OF ENGAGEMENT

1. If the Consultant fails to adhere to the time schedule or the extended time schedule which may be granted by the Client in their sole discretion, the Client shall be entitled to terminate this contract agreement and entrust this work to some other Consultant and in that case, the Consultant shall be entitled to fees or compensation only upto the stage of work carried out by them.
2. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of their duties hereby covenanted to be performed by them and shall exercise inspection in regard to the site works, as may be necessary to ensure that the work is being carried out in accordance with the working drawings and specifications as aforesaid and approved by the Client. The Consultant shall conduct full supervision of all works to ensure complete quality control, safety and finish and accuracy of quantities of work and billing.
3. In the event of failure of the Consultant to completely do their work within a reasonable time and in a satisfactory manner even after a written notice by the Client or in the event of the Consultant committing a breach of any one or more of the terms and conditions of this agreement, the Client shall be entitled to rescind the contract/agreement and also claim the loss and damages caused to the Client due to the defective service rendered by the PMC or due to the breach of agreement committed by the Consultant.

5.0 TERMINATION OF THE AGREEMENT

The agreement entered into between the Client and the Consultant may be terminated at any time on three months' notice on either side. In the event of termination of the agreement, the Consultant will not be entitled to any compensation or damages by reason of such termination, but only to the fees for the services rendered upto the time of such termination.

APPENDIX-II

GENERAL CONDITIONS OF AGREEMENT

1.0 Definitions

- 1.1 “**Agreement**” means this agreement, together with its annexure and written amendments, if any.
- 1.2 “**Client**” shall mean the Kerala Industrial Infrastructure Development Corporation (KINFRA) or its authorized representative or their successors or assigns.
- 1.3 “**Consultant**” shall mean or their successors or assigns.
- 1.4 “**Contractor**” shall mean any person, firm or company employed by the Client for the work of the proposed works in development of KINFRA Integrated Industrial & Textile Park, Palakkad.
- 1.5 “**Work**” includes all duties, responsibilities and obligations to be discharged by the Consultant under the contract.
- 1.6 “**Effective date of contract**” means the date on which the contract becomes effective.
- 1.7 “**Project area**” means the KINFRA Integrated Industrial & Textile Park, Kanjikkode, Palakkad district.

2.0 General

- 2.1 The Consultant shall render the services as listed separately in Appendix-I.
- 2.2 All the correspondence pertaining to this contract shall be in English language.
- 2.3 The Consultant and the Client shall agree upon the date of commencement of work, and a time schedule before starting the work. Time shall be essence of the contract, provided that the Consultant will not be responsible for the delays due to force majeure conditions (vide Clause 4.1 & 4.2 in the agreement) and other delays due to unforeseen reasons beyond the control of the Consultant. The Consultant shall, immediately after signing the agreement, intimate the Client a time frame for completion of the project and shall make all efforts to adhere to it.

3.0 Governing Law

This agreement and all questions arising there from shall be interpreted and governed in accordance with the applicable Laws of India.

4.0 Force Majeure

- 4.1 If either party is prevented from or delayed in performing any obligation under this contract as a result of circumstances beyond its control, including, but not limited to Acts of God, severe earth-quake, typhoon or cyclone, flood, lightning, landslide, fire or explosions, plague or epidemic, strikes, lockouts, sabotage, blockades or other acts of workmen (including workmen of contactors), war, riot, invasion, act

of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, trade embargoes by any public authority, it shall not be deemed to have committed a default or breach of conditions of this Contract and the time for carrying out the activity thereby affected shall be extended for a reasonable period for which the construction is actually affected due to such cases, provided it shall promptly notify the other of the details of the Force Majeure and the influence on its activity or obligation under this agreement. The proof of the Force Majeure shall be provided by the party claiming it, to the satisfaction of the other, in case the existence of force majeure is/was disputed.

- 4.2 Should either party be prevented from fulfilling the obligations provided for in the agreement, the existence of cause of Force Majeure lasting continuously for a period of six (6) months or above, the parties hereto shall consult with each other in regard to the future implementation of this agreement.

5.0 Assignments

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance written consent of the other party hereto.

6.0 Waiver

The Client and the Consultant may, by mutual consent, if warranted by circumstances, waive any of their rights under this agreement, but a waiver by either party of any terms, provisions or conditions in this agreement shall not constitute a precedent, nor bind either party hereto, to a waiver of any succeeding breach of the same or any other terms, provisions or conditions of the agreement, provided that the waivers contemplated under this clause shall be in writing & consented and acknowledged by other party.

7.0 Notices and Addresses

All communications and notices to be given by either party to the other in connection with the rights and obligations pertaining to this agreement shall be made in the English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by registered letter within 3 days of such telegram, telephone or verbal information.

The addresses for communication are as follows:

Client:

MANAGING DIRECTOR

Kerala Industrial Infrastructure Development Corporation (KINFRA)

KINFRA House, T.C. 31/2312

Sasthamangalam (P.O)

Thiruvananthapuram - 695010

Consultants:

.....,
.....,
.....,

Either party may change individuals designated to send/receive notices, letters, etc. or addresses, and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

8.0 Effective Date of Agreement

This agreement shall become effective from and shall have validity for 5½ (eleven) years from the effective date of agreement or virtual completion date of works whichever is later and the same may be extended for any further period as mutually agreed by both parties.

APPENDIX-III

FEE AND TERMS OF PAYMENT

1.0 Fee

- 1.1 The fees for the Consultant services given/offered will be..... percent of the executed cost of the work. GST and cess as applicable to consultancy firms shall be paid extra as prevalent at the time of making payment.
- 1.2 The above fee is firm except for variations which shall be mutually agreed upon in the event of any change in the scope of work:

2.0 Terms of Payment

This fee is payable as follows:

The Payment Schedule will be as follows:

- A. For Phase A- Consultancy Services (up to execution of Agreement with the work contractor) - 40% of approved rate:**

Total time of execution of phase A - 06 months

1. **1st instalment:** 25% of fees of the agreed fee of Phase A for consultancy services. The payment shall be made on satisfactory submission of pre-feasibility report, draft designs and estimate of STP.
2. **2nd Instalment:** 25% of the agreed fee of Phase A after incorporating comments of KINFRA in Pre-feasibility report, estimate and submission of final design, DPR and approval by KINFRA/KSPCB.
3. **3rd Instalment:** Next 20% of the agreed fee for consultancy shall be made on satisfactory completion of submission of draft NIT, submission of final NIT and invitation of tenders.
4. **4th Instalment:** Next 30% of the agreed fee for consultancy shall be made on satisfactory completion of evaluation of bids and submission of tender evaluation report.

- B. For Phase B- Project Management consultancy including preparation of “As-Built documents” and operation manual - 50% of approved rate:**

Total time of execution of phase B - 24 (18 months for project executing & 6 months for approvals from various bodies like KSPC/PCB/or any other agencies, online monitoring systems, etc.

1. **5th Instalment:** Total 50% approved rate shall be made in four equal instalments at the end of every 6 months subject to the satisfactory submission of the deliverables and services provided and achieving the milestones by the contractor.

If the milestone achievement is not attributable to the contractor, the payment to the consultant shall be released. Means, the consultant is equally responsible for achieving the milestones & completing the projects in time. Milestone penalty to the 'consultant' will be the same rate as applicable to the 'contractor'.

- C. **For Phase C - O & M for three years (during defects liability period) - 10% of approved rate:**

Total time of execution of phase C - three years

1. **6th instalment:** 3% payment shall be made on successful completion of consistent supervision and performance evaluation of the plant observed and submission of monthly progress reports with specific recommendations.
2. **7th Instalment:** 3% payment shall be made on successful completion of consistent supervision and performance evaluation of the plant observed and submission of monthly progress reports with specific recommendations.
3. **8th Instalment:** 4% payment shall be made on successful completion of consistent supervision and performance evaluation of the plant observed and submission of monthly progress reports with specific recommendations.