

**Request for Proposal (RFP)**  
**Selection of Project Management Consultant (PMC) for**  
**Petrochemical Park, Kochi, Kerala**



**2<sup>nd</sup> January 2021**

**TECHNICAL BID**

**KERALA INDUSTRIAL INFRASTRUCTURE**  
**DEVELOPMENT CORPORATION**

**(A Statutory Body of Government of Kerala)**

**KINFRA Corporate Head Office, KINFRA House, TC 31/2312, Sasthamangalam P.O,**

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## Disclaimer

- a. This document is not an agreement and is neither an offer nor invitation by Client (KINFRA) to the prospective applicant (Bidder) or any other person. The purpose of this document is to provide interested applicants with information that may be useful in the formulation of proposal pursuant to this document. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and satisfy themselves regarding the completeness and reliability of the information and not to rely solely on the information in this document.
- b. Neither KINFRA nor their employees, consultants, advisors or agencies make any representation or warranty as to the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document. Each prospective applicant should conduct its own investigations and analysis and check the accuracy, adequacy, correctness, completeness or reliability of the information in this document and obtain independent advice from appropriate source before submission of the proposal against this document.
- c. KINFRA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.
- d. Neither KINFRA nor their employees, consultants, advisors or agencies will have any liability to any prospective bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this document.
- e. KINFRA reserves the right to reject any or all of the proposals submitted in response to this document at any stage without assigning any reason whatsoever. KINFRA also reserves the right to hold, withdraw or cancel the process at any stage under intimation to the applicants who submit the proposal against this document.
- f. KINFRA reserves the right to modify or amend or add to any or all of the provisions of this document or cancel the present invitation and call for fresh invitations.
- g. Neither KINFRA nor their employees, consultants, advisors or agencies will have any liability in case of non-receipt of any correspondence from them to the applicants due to postal delays.
- h. The applicable laws for the purpose are the laws of INDIA. Courts of Kerala will have the jurisdiction concerning or arising out of this document. The applicants are expected to know the

relevant rules and regulations of the respective local authorities concerning the site, master plan and the construction works.

j. Any addendum/corrigendum will be published in KINFRA website only and the bidder should ensure that updation /change reflect in the bid before submission.

## 1. Introduction

KINFRA invites sealed tenders from reputed firms in two cover bid system (Technical bid and Financial bid) in the prescribed form for rendering Project Management Consultant (PMC) service for setting up Petrochemical Park at Ambalamughal, Kochi, Kerala.

Kerala Industrial Infrastructure Development Corporation (KINFRA) is a statutory body formed by the Government of Kerala in 1993, by an act of state legislature for facilitating the development of industrial infrastructure in the State. KINFRA has played a pioneer role in developing industrial infrastructure in the State of Kerala. KINFRA has a very successful track record in setting up 24 industrial parks across Kerala for facilitating development of the industry in the State.

KINFRA intends to develop a Petrochemical Park of international standards at Ambalamughal, Ernakulum District, Kerala. The project is intended to create an Industrial Park with all modern facilities exclusive for the Petrochemical Industry. The Petrochemical Park is proposed to be established in approximately 489.46 acres of land in FACT premises at Ambalamughal, Kochi. This land already has near to it, a large refinery, fertiliser and chemical factories, LNG Terminal and Gas Pipeline Network being established, a Bulk Terminal and International Container Transhipment Terminal (ICTT). The industrial units in the park will be provided with all infrastructure facilities. The proposed components of the project broadly are:

### **Common Infrastructure Facilities**

- a. Internal Roads, culverts and drainage
- b. Water distribution network with storage tanks.
- c. Uninterrupted Power Distribution System
- d. Street lighting
- e. Telecom and Communication systems
- f. Sewerage network
- g. Common Effluent Treatment Plant (CETP) for Industrial Wastewater treatment;
- h. Rainwater harvesting
- i. Greenery/Landscaping etc.

### **Social Amenities**

- a. Canteen
- b. Clinic
- c. Recreational facilities
- d. Bank / ATM
- e. Logistics movement support etc.

**Total estimated Project cost in two phases is Rs. 200 Crores (approx.).**

## **2. Scope of Work**

### **2.1 Planning and Scheduling**

The PMC will be completely responsible for preparing project plans and schedule in line with the Overall Project Schedule provided by KINFRA. This will include the preparation and submission of:

- a. Work Breakdown Structure (In Microsoft Project) incorporating
  - i. All Statutory Permissions / NOCs
  - ii. Engineering details provided by the Architect
  - iii. Supply of materials
  - iv. Inspection & Expediting
  - v. Delivery
  - vii. Construction
  - viii. Commissioning
- b. Project Network Diagrams, Pert/Gant Chart
- c. Project Overall Percentage Schedule: Monthly Breakups, and Cumulative Breakups
- d. Percentage Schedule Monthly Breakups for each element / discipline of WBS
- e. Project Financial Commitment Schedule in accordance with the envisaged / actual dates
- f. Project Planned Cash Out Flow in accordance to the envisaged / actual dates of construction
- g. Project Resource Plan
- h. PMC/Contractor Manpower Deployment Schedule (Month wise) and site attendance report of PMC personnel (Month wise)
- i. Project Communication / Coordination Plan
- j. Inspection Schedule and Plan
- k. Submission of Monthly Reports as per the requirement of KINFRA incorporating the above details (a. to j)

For successful and timely implementation, the Consultant shall adhere to the following but not limited to:

- a. The Consultant shall assist KINFRA in the Tender evaluation for the selection of the Contractor for the project. The Consultant shall prepare the project overall project schedule as per the KINFRA's approval and also as per the internal schedule which will be decided during the project kick off meeting.

- b. The project schedule will be prepared and submit to KINFRA within 4 weeks of kick-off meeting. This shall also include the activity list, list of milestones, work-breakdown structure (WBS) etc. The Consultant shall also prepare the quarterly financial cash flow diagram, apart from the monthly physical progress schedule as per schedule approved by KINFRA
- c. Apart from the above deliverables of the Consultant, the Consultant will be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.

## **2.2 Construction, Supervision and Project Management**

The services of the PMC will be for the entire period of the work (including defects liability period). Necessary site inspection during defect liability period shall be done by PMC. Final inspection and certification after defect liability period shall also be done by the PMC.

For efficient and timely completion of the project the PMC will be required to:

1. Establish Procedures for various activities to be performed
2. Preparation of detailed project schedule,
3. Identification of all activities falling on the critical path of the project,
4. Identification of all activities requiring close co-ordination/synchronization,
5. Preparation of a look-ahead model/ catch-up plan for the project from time to time.
6. Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions,
7. Identification of all activities/steps required for execution of the project within approved cost,
8. Identification of all activities/steps required for execution of the project within stipulated time,
9. Highlight pitfalls, if any, caused by any agency hindering efficient execution of the project,
10. Generation of reports for the project, and identify critical path on fortnightly basis.
11. PMC shall verify the BOQ, detailed estimate and drawings in detail and shall intimate KINFRA if any variation is observed.
12. Providing all inputs/ performing all project monitoring activities as desired by the KINFRA Management/Project Group from time to time for timely completion of the project.
13. Conduct weekly review meetings at the site with Contractor, monthly Project Review meetings with KINFRA and prepare the minutes of meetings
14. Surveillance on all the project related activities.
15. Coordination with vendors/contractors relating to the procurement of items and execution of the work.

16. Provide timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
17. Prepare various reports as required from time to time for KINFRA and for submission to Government & statutory authorities.
18. Based on requirement the PMC shall attend meetings with KINFRA within the shortest possible time wherein appropriate level of person shall be deployed.

The list of minimum number of personnel required to be deployed by the PMC at the project site is as follows:

<b>Sl.no</b>	<b>Type</b>	<b>Qualification</b>	<b>Experience</b>	<b>Duration</b>
1	Project Manager	Degree in Civil Engineering	At least 25 years work experience with previous experience in similar projects with building and road work as components and with Contract value more than Rs. 160 Cr. Knowledge of Project Management, Contracts Management.	30 months
2	Assistant/Deputy Project Manager	Degree in Civil Engineering with atleast 5 years' experience in CPWD system of working	At least 15years work experience with previous experience in similar projects. Knowledge of Project Management, Contracts Management	20 months
3	Electrical Engineer	Degree in Electrical Engineering	10 years work experience with previous experience in similar projects	18 months
4	Mechanical Engineer	Degree in Mechanical Engineering	10 years work experience with previous experience in similar projects	18 months
5	Planning Engineer	Degree / Diploma in Engineering/ Project Management. Knowledge of Planning & Scheduling	10 years work experience with previous experience in similar projects with hands on experience in using Project Management tools like MS Project.	28 months



6	Construction Engineer	Degree in Engineering in Civil Engineering Knowledge of Project Management, Construction Management, handling of contracts	5 years' work experience with previous experience in similar projects	2 nos - 24 months
7	Billing Engineer	Degree in Engineering in Civil Engineering	5 years work experience with previous experience in similar projects.	2 nos - 30 months
8	Supervisor (Civil)	Diploma/Degree in Civil Engineering	10 years work experience	2nos - 20 months
9	Supervisor (Electrical)	Diploma/Degree in Electrical Engineering	10 years work experience	2nos - 20 months

The list is not exhaustive, Consultant shall deploy adequate specialised manpower over and above minimum staff as mentioned above, as per the requirement of the work at their own cost. The PMC shall provide the service of the personnel as and when requested by KINFRA during the implementation of the project. KINFRA shall intimate the PMC 1 month prior regarding the any such requirement.

19. No show penalty- Rs. 25,000 per personnel per month on prorated basis with respect to the number of absent working days.
20. The PMC shall arrange with the contractor, the facilities to conduct concrete mix design test in approved labs well in advance, so as to avoid delay in commencing concrete works as scheduled.
21. The PMC shall arrange to conduct all required tests for quality of materials and work as per IS and provide necessary advice to set up field laboratories. The PMC shall provide utilization of cement and steel as and when required
22. The PMC shall ensure that no extra items are suggested that will add to the cost of project unless such changes are inevitable and are approved by KINFRA in writing. PMC shall issue formal letter of approval for such variation in cost on getting approval from KINFRA.
23. The PMC shall prepare the rate analysis of extra items based on CPWD schedule of rates under which estimate of works was prepared and submit the same with Change Records.

24. The PMC shall keep all the necessary registers including daily log register, hindrance register, rain log, change record register, site order register, document issue register, materials register, material test register, Test register, log books, daily diary (which shall also show serious interruptions in the work due to natural hindrances and site modifications) etc at site and submit weekly reports based on them.
25. The PMC shall ensure quality and usage of cement, steel etc as per approved specification and shall ensure that the same are supplied from the manufacturers specified in the agreement with the contractor.
26. In case of fabrication works, the PMC shall inspect the fabrication shops of the contractor.
27. The PMC shall exercise total and complete supervision as per conditions of contract agreement entered into with the contractor. Arrangements for taking initial levels for all works involving excavation of earth of various classifications and forward the same to KINFRA for onward transmission to Government of Kerala in case if required.
28. The PMC shall intimate to KINFRA if any deviation with BOQ is observed during execution. Prior approval from KINFRA needs to be obtained for the same. Necessary Change record has to be initiated for the same.
29. The PMC is responsible for joint measurements with contractor and check measurement and record in the Measurement books as mentioned in the Contract document of the work and submit to KINFRA for verification and approval. PMC shall prepare Abstract of the bill and deviation statement in line with BOQ and recommend to KINFRA for payment. The PMC shall certify that the work is executed in accordance with the specifications as per contract.
30. PMC shall arrange to prepare revised estimate if required during execution with proper reasons for deviations and necessary approval shall be obtained from KINFRA.
31. PMC shall ensure timely clearance of part/running bills without affecting the progress of the work at site. All bills shall be certified by the PMC before forwarding to KINFRA
32. PMC shall do necessary follow up of all statutory approvals related to the project and update KINFRA about the same.
33. PMC shall also furnish such information to KINFRA and advice regarding fulfilment of contractor's obligation in respect of the contract such as reports, progress charts etc. PMC shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it.

## 2.3 Project Completion

**Period of completion of the project: 36 months after issuance of Work Order to Firm / Consultant**

PMC shall supervise and certify the completion work performed by contractors. Upon successful completion of the work, PMC shall review and recommend Pre-commissioning audit/ report and its compliance of completing all pending/corrective jobs.

Consequent upon the successful completion and commissioning of the project the PMC shall be responsible for the following:

- a. Submission of all project related documents to KINFRA for future reference and records as per standard practice.
- b. PMC shall submit detailed measurement and authorization of payment to the Contractor including final payment with certificate that the work has been carried out as per the specification along with the measurement books after obtaining the written acceptance of the Contractor regarding measurements made. While submitting part bills, if there are wide variations in the quantity of any item, the reason for the same shall be reported by PMC along with the Change Record and Covering letter. PMC shall prepare and forward final deviation statement to KINFRA for approval before passing of the final bill.
- c. The PMC shall deposit all Measurement Books, level field books, Site order Books and other relevant records with KINFRA as permanent records along with the final bill.
- d. Follow up with contractor for as-built drawings, guarantee documents, copy of purchase bills of brought out items, operation manuals, list of spares of electrical and mechanical documents in required software and hardcopy format, review/approve the same and forward to KINFRA. PMC shall verify and certify the documents and submit to KINFRA for records.
- e. Hard & Soft Copies of Project Closeout Report incorporating the following:
  - i. Project brief
  - ii. Chronology of Approvals
  - iii. PMC Head Office & Site Office Organogram
  - iv. Names of PMC Personnel working for the project along with all contact details.
  - v. Names of Standards referred and used in design and Engineering for various items, Construction
  - vi. WBS element wise S-Curve and Overall physical progress curve
  - vii. List of key milestones and date of actual achievement.
  - viii. List of POs/ WOs including vendor name and contact detail.

- ix. Construction Photographs – Stage wise/month-wise/Completion
- f. Time limit may be extended for another one years, if required, based on mutual consent.

## 2.4 Consultant Manpower

The PMC shall deploy required number of manpower (on full-time basis), qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors and other specialists of appropriate levels to ensure:

- i. Quality in all stages and aspects as per requirement of codes, standards, specifications and best international practices
- ii. Timely & expeditious completion of the project
- iii. Economize project expenses.

The PMC will be required to depute qualified, experienced manpower for the execution of the project. The Consultant will ensure that the complete manpower whose names have been proposed to be deployed for the project execution at the time of submission of the bids are not changed as far as possible during the project execution. In case of change in proposed personnel, the PMC will have to submit bio data/CV of the substitute manpower proposed and obtain prior approval from KINFRA.

**However, KINFRA reserve the right to restrict the number of staffs at site depending on the number of contracts awarded for the project.**

## 2.5 Deliverables

The PMC is required to submit all deliverables within the schedule in line with the requirement mentioned in the various sections of this document. The deliverables includes all documents, drawings, Plan, Best Practices etc mentioned under various disciplines of the WBS elements. The deliverables are summarized as under but not limited to:

- i. All Periodic Reports, Daily Progress Reports during construction, Customized Reports, presentations, best practices/ international practices required for submission to Management /External Agencies
- ii. All documents related to construction, inspection and commissioning
- iii. Stage wise recommendations
- iv. Performance Evaluation Reports of vendors / contractors
- v. Various types of Plan, Manuals including Disaster Management Plan
- vi. Performance Evaluation Reports of vendors / contractors
- vii. Statutory documents

- viii. Any other deliverable not mentioned here but required elsewhere in tender.
- ix. Both hard and editable soft copies to be provided.
- x. Certified as Built drawings.

### 3. Eligibility Criteria

1. The Bidder should be a Legal Entity i.e. Sole Proprietorship, Private Limited/ Public Limited/ Partnership firm/ LLP operational for the last 15 Years. **Consortium/JV formed for this purpose are not allowed.**

2. The bidder should have successfully completed Project Management Consultancy services in India in the last 7 years to be reckoned from the bid due date, as per the below mentioned criteria.

The bidder should have completed PMC services for work:

a. One similar\* work of value not less than Rs.160 Cr

*Or*

b. Two similar\* works each of value not less than Rs. 120 Cr

*Or*

c. Three similar\* works each of value not less than Rs. 80 Cr

*The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the bid due date. In case of ongoing works, the bidder shall provide certificate from the client confirming the value of the work completed at the project site till date.*

\*Similar work means Infrastructure works which include Road works, power distribution systems, Water distribution systems, ETP , buildings etc.

- 3. Average annual turnover of Rs. 10 Cr from PMC services certified by Chartered accountant in the last three financial years
- 4. The Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice.
- 5. The bidder is required to submit self-attested copies of the following along with the proposal:
  - a. Brief write up about the company
  - b. Copy of registration certificate of the firm.

- c. Documents supporting eligibility criteria and evaluation criteria, including appointment letter / work order or contract agreement and letter of successful completion from the client.
- d. The biodata of the list of personnel (Refer Section 2.2: Construction Supervision and Project Management, point 18) establishing the qualification and work experience.
- e. Copy of MOA and AOA/ Partnership deed and certificate of incorporation/ registration in case of firms,
- f. Copy of latest GST return,
- g. Details of Permanent Account Number (PAN),
- h. Balance sheets and Profit & Loss statement for the previous three financial years.
- i. Self-Certification stating that the Company/ LLP/Firm or its Subsidiaries / Individual/ Associates are not Debarred / Blacklisted by any Central / State Governments, Government Departments, Government Bodies or PSUs.
- j. Any other detail which the Applicant Company/ Firms feels relevant in establishing the eligibility of the bidder.

## 4. Directives to the bidders

### 4.1 Enquiries concerning the bidding

All enquiries should be submitted by email to [mail@kinfra.org](mailto:mail@kinfra.org) or [ambilitb@kinfra.org](mailto:ambilitb@kinfra.org). All the communication from KINFRA will be through email only. Any Corrigendum /Addendum /Clarification will be published in KINFRA website only ([www.kinfra.org](http://www.kinfra.org))

### 4.2 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	02-01-2021
2	Posting of reply to email queries on KINFRA website	14-01-2021
3	Submission of bid	20-01-2021,4.00 P.M .
4	Technical bid opening	21-01-2021

### **4.3 Processing fee**

The bidder must submit a non-refundable processing fee of Rs. 5,950/- (Rupees Five Thousand Nine hundred and fifty) to be remitted through a Demand Draft in favour of Managing Director, KINFRA payable at Trivandrum along with the proposal in a separate cover super scribed “Processing fee”. The bids not accompanied by processing fee will be summarily rejected.

### **4.4 Format and signing of bids**

- The Proposal is to be submitted as per the prescribed formats in Annexure. The proposal shall be typed and printed in legible ink and shall be signed by the Bidder or a person duly authorized to bind the applicant organization to the contract. All pages of the proposal including all copies shall be attested by the person signing the proposal. Any interlineations, erasures or overwriting shall be valid only if it is attested by the person signing the proposal.
- The intending firms shall also submit the list of such projects, where, due to any disputes litigation/arbitration was invoked and/or the consultancy services were abandoned/suspended by the Consultants. Suppression of any information in this regard may lead to disqualification of the Applicants concerned, if such information comes to the notice of KINFRA. Incomplete applications will be summarily rejected. Applicants should give an undertaking certifying that the firm or its Associates / Subsidiaries has not been blacklisted or debarred by any Central/State Governments/Govt Departments/Govt Bodies/PSU’s.
- The cost of preparation of bids and related expenses has to be borne by the Bidder.
- KINFRA assumes no responsibility for the misplacement or premature opening of the bids submitted, if the Sealing and Marking is not as per the requirement. KINFRA will not be responsible for any postal/courier delays or delay in transit for submitting the Bids.

### **4.5 Right to accept any bid and to reject any or all bids**

KINFRA reserves the right to accept or reject any bid/ all Bids and to annul the bidding process and reject all bids, at any time prior to the signing of the agreement without assigning any reason and without incurring any liability to the rejected Bidder/ Bidders or any obligation to inform the affected Bidder/ Bidders of the grounds for rejection. The bid shall be valid for a period of not less than 180 days from the bid due date ie last date of submission of bids. A conditional bid is liable to be rejected.

## 4.6 Submission of bid

The bidder would provide all the information as per this document 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 in separate envelopes. In the envelope super scribed ‘Technical Bid’ should contain documents supporting the eligibility of the bidder (Refer Section 3: Eligibility Criteria) and the Bidder should also enclose the envelope containing the DD of processing fee in this envelope. Both these envelopes (envelope super scribed ‘Technical Bid’ and envelope super scribed ‘Financial Bid’) should be enclosed in another sealed envelope super scribed “Selection of Project Management Consultant (PMC) for Petrochemical Park, Kochi, Kerala”.

The proposal shall be submitted by the bidders, along with supporting documents, processing fee to Managing Director, KINFRA on or before due date, at the address provided below. Bids submitted through E-Mail will not be accepted.

**Address: The Managing Director,  
KINFRA, KINFRA House, 31/2312  
Sasthamangalam,  
Thiruvananthapuram-695010  
Kerala, India.  
Tel No: 0471 2726585**

KINFRA assumes no responsibility for the misplacement or premature opening of the bids submitted, if the Sealing and Marking is not as per the requirement. KINFRA will not be responsible for any postal delays or delay in transit for submitting the Bids.

## 4.7 Payment terms

The total consultancy fee will be a percentage of the estimated project cost or work order value or actual cost of the project implemented whichever is lower (plus applicable taxes). The amount quoted shall be inclusive of salary of staff deployed at the PMC offices at Kochi/ site office during the implementation stage to carry out the scope of work of PMC services as per the Terms of reference indicated in this RFP.

Stage	Description	Fees
1	On Pro rata basis based on the value of bills of the Contractor certified and submitted by the PMC	90%
2	After Defect Liability Period	10%



Note: All payments shall be subject to deduction of tax at source

The agreement shall remain in force up to the completion period of 36 months (including settlement of final bill) or up to the date of taking over of the site from the contractor whichever is later. However necessary services will have to be rendered without any fees if the work is delayed for a period of 3 months due to any unavoidable circumstances. During the Defect liability period also PMC has to render necessary services.

#### **4.8 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.

'No Show Penalty' will also be applicable as Rs. 25,000/- per personnel per month on prorated basis with respect to the number of absent working days .

#### **4.9 Conflict of Interest**

KINFRA requires that consultants should provide professional, objective and impartial advice and at all times hold the client's interest paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work. The consultant and any of their affiliates shall be considered to have a conflict of interest and shall not be hired under any of the circumstances given below:

- (a) Conflicting activities or assignment i.e. providing goods or works or assignment other than consulting assignment,
- (b) Conflicting relationship i.e. business/relationship with a member of the client's staff involved in the job.
- (c) The consultants shall be required to observe the highest standard of ethics during rendering of professional services.

#### **4.10 Fraud and Corruption**

- KINFRA requires that the bidders against this document shall observe the highest standard of ethics and shall not indulge in corrupt, fraudulent and collusive practices which would result in rejection of bids and cancellation of award of contract. In pursuit of this policy, the following are defined:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the bidding process or in contract execution.
- Fraudulent practice means a misrepresentation or omission of facts in order to influence the bidding process or the execution of the contract.
- Collusive practice means a scheme or arrangement between two or more bidders, with or without the knowledge of the client/KINFRA, designed to establish bid prices at artificial, non-competitive levels and Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the contract.
- Subsidiary firm or employee of the bidder shall not participate in the tender for supply of any material or service related to the project

#### **4.11 Successful bidder**

The financial bid of the bidder qualifying the technical criteria will be opened. The bidder who quote the lowest amount will be considered as successful bidder. The selected bidder will be required to execute an agreement with KINFRA within 15 days from the award of work.

#### **4.12 Site office**

Immediately after getting Work Order, the firm / consultant shall establish an office near the site in Kochi.

#### **4.13 Validity of Tender**

The proposal shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of proposal (“Proposal Due Date”). The proposal validity period may be further extended based on mutual consent.

#### **4.14 Sub-contracting**

The consultant shall not sub contract the Services in part or as a whole

#### **4.15 Negotiation**

The selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally be related to the scope of Work and Terms of Reference

## 4.16 Implementation Schedule

The PMC should complete the assignment within time of completion of each package of contracts. However, service of PMC shall be provided for preparation of Final bill of last package and during defect liability period. The PMC is required to provide detailed implementation schedule (including implementation of various project components in MS project format) before signing of the agreement.

## 4.17 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 by Managing Director, KINFRA. Further disputes if any, shall be subject to Thiruvananthapuram jurisdiction only.

## 4.18 Submission of the bid

The Technical and financial bid envelopes for the project should be enclosed in a sealed envelope superscribed

**“Selection of Project Management Consultant (PMC) for Petrochemical Park, Kochi, Kerala”** and should reach in the address given below on or before 20/01/2021., 4 p.m. Submission of the bid through email will not be accepted.

**“Address: The Managing Director,  
KINFRA, KINFRA House, 31/2312  
Sasthamangalam, Thiruvananthapuram-695010 Kerala, India.  
Tel No: 0471 2726585”**

Date:  
Place:

Signature  
Name & Designation with seal

*Address of PMC:*

*Contact numbers:*

## ANNEXURE

Annexure 1: Details of work undertaken by the bidder

(Refer Section 3. Eligibility Criteria)

<b>Name of the Project for which PMC service was rendered</b>	<b>Brief about the project</b>	<b>Total Project Value (Rs.)</b>	<b>Period during which project was executed</b>	<b>Name and address of the client</b>	<b>Details of work completion certificate</b>

## [Annexure 2](#)

### Declaration

I/we hereby declare that I/we have not been Blacklisted/Debarred by any Central/State Govt Depts/Central/State Govt PSUs, Autonomous and statutory bodies under State/Central Governments.

Signature

### Annexure 3

#### Declaration

I/We hereby declare that the details furnished are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for the same.

Signature

Annexure 4

Sir,

I/We, the undersigned, offer to provide Project Management Consultancy Services to KINFRA as per the RFP dated 02/01/2021 at the quoted rate.

I/We agree that the work will be completed within the specified timeline meeting all the requirements of KINFRA.

I/we have remitted the required amount of Rs...../- vide DD No..... as Processing fee.

Yours faithfully,

(Signature)

Address:

Date:

(Note: This undertaking to be submitted on the letter head of the bidder along with requisite documents.)



## Annexure 5

### Key schedule of the Implementation of Project

<b>Schedules</b>	<b>Start Date</b>	<b>End Date</b>	<b>Days</b>
Package 1- Land development, Boundary wall, Storm water drainage, Gate houses & R1 Road	15-02-2021	30-12-2022	683
Package II - Power Distribution - Phase 1	15-07-2021	15-07-2022	365
Package II - Power Distribution - Phase 2	03-03-2022	15-08-2023	530
Package III- Water treatment and Distribution,	15-07-2021	15-02-2023	580
Package IV- Effluent Collection System and ETP, Contaminated Storm Water system	01-08-2021	30-05-2022	730
Package IV- Effluent Collection System and ETP, Contaminated Storm Water system	01-09-2021	15-09-2023	547
Package- V Admin Building, Warehouse, R&D	15-05-2021	15-02-2023	641
Package - VI - Fire Fighting System	15-07-2021	30-12-2022	580