# <u>The Kerala Industrial Corridor</u> <u>Development Corporation Limited</u> <u>KICDC</u>

Consultancy Services for Obtaining Wildlife NOC/Clearance from NBWL/MoEF & CC for Integrated Manufacturing Cluster (IMC), Kannambra, Palakkad

> Request for Proposal (RFP) KIN-IITP-CC/V-07/03/2023-24 July 2023

The Kerala Industrial Corridor Development Corporation Limited (KICDC) KINFRA HI Tech Park, HMT Colony P.O Kalamassery, Ernakulam Kerala -683503 0484-2559790

# The Kerala Industrial Corridor Development Corporation Limited KICDC

Consultancy Services for Obtaining Wildlife NOC/Clearance from NBWL/MoEF & CC for Integrated Manufacturing Cluster (IMC), Kannambra, Palakkad

The Government of India has envisaged the development of Kochi Bengaluru Industrial Corridor (KBIC) to achieve accelerated development and regional industry agglomeration in the state of Kerala. Kerala Industrial Corridor Development Corporation Limited (KICDC), a SPV of Govt. of India & Govt. of Kerala intends to appoint consultants for its projects.

Request for Proposal invited by Kerala Industrial Corridor Development Corporation Limited (KICDC) from interested bidders for Consultancy Services for Obtaining Wildlife NOC/Clearance from NBWL/MOEF & CC for Integrated Manufacturing Cluster (IMC), at Kannambra, Palakkad under Kochi Bengaluru Industrial Corridor (KBIC) Project. The salient features of the project, eligibility criteria and prescribed formats for submission of bids can be accessed from the website of KINFRA – www.kinfra.org

The Kerala Industrial Corridor Development Corporation Limited (KICDC) KINFRA HI Tech Park, HMT Colony P.O Kalamassery, Ernakulam Kerala - 683503 0484-2559790 CIN: U45203KL2021PLC068683 Email: tkicdcl@gmail.com

# Disclaimer

- a. This document is not an agreement and is neither an offer nor invitation by Client (KICDC) 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 KICDC 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. KICDC 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 KICDC 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. KICDC 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. KICDC 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. KICDC 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 KICDC 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.

# **Notice Inviting Request for Proposal**

Request for Proposal (RFP) is invited by the Managing Director, Kerala Industrial Corridor Development Corporation Limited (KICDC), Ernakulam for selection of **Consultancy Services for Obtaining Wildlife NOC/Clearance from NBWL/MoEF & CC for its Integrated Manufacturing Cluster (IMC)**, **at Kannambra, Palakkad.** 

# 1. Kerala Industrial Corridor Development Corporation Limited

# 1.1. Introduction/Background

Kerala Industrial Corridor Development Corporation Limited (KICDC) is special purpose vehicle formed for the implementation of Kochi Bangalore Industrial Corridor (KBIC). KICDC is 50:50 joint venture between Govt of India and Govt of Kerala. The land acquisition of the KBIC is in progress at two nodes at Palakkad and Kochi. In Palakkad three and parcel has been identified which is approximately 709.82 acres for the development of integrated manufacturing cluster (IMC) - Puthussery central, Puthusseri West and Kannambra.

# 2. Selection of Consultants

# 2.1. Objective

KICDC is planning to set up Industrial Manufacturing cluster under the Kochi Bangalore Industrial Corridor in Palakkad Node. KICDC is desires to invite Proposal from competitive bidders for the consultancy service for Obtaining Wildlife NOC/Clearance from NBWL/MoEF & CC for Integrated Manufacturing Cluster (IMC), Kannambra, Palakkad.

The applicant may be a firm registered in India and engaged in major industrial infrastructure Projects as consultants in India with experience in the field of Consultancy including obtaining Wildlife NOC/Clearance from NBWL/MoEF & CC for a minimum period of five years, ending March 31, 2023.

# 3. Project Details:

# 3.1. Integrated Manufacturing Cluster (IMC), Kannambra, Palakkad.

The land acquisition of the KBIC is in progress at two nodes - Palakkad and Kochi. In Palakkad three land parcel has been identified which is approximately 1709.82 acres for the development of integrated manufacturing cluster (IMC) at Puthussery central, Puthussery West and Kannambra. The parcel of Kannambra is around 313 acres which is located at Panthalampadam in Kannambra I Village

# 4. Scope of work

# 4.1. The broad scope of work for obtain clearance from NBWL:

- Preparation of the documents viz. KML file, Shape file of the site, Topo-Sheet Map in 1 :50000 scale with proper indexing and showing distance of the project from the PVWLS
- Meeting with NBWL Authorities
- Site Reconnaissance and stake holder consultation with concerned Forest and Wildlife Authorities
- Undertaking the requisite Field Surveys
- DGPS Survey (if required by Forest and Wildlife Authorities)
- Preparation of the biodiversity impact assessment report along with mitigation plan.
- Preparation of other undertakings are required for submission.
- Submit online application for Wildlife Clearance at the MoEF & CC PARIVESH portal.
- Submission of additional information as indicated by DFO in the portal. (if applicable).
- Submission of 15 Hard Copies of the Wildlife Proposal after acceptance of Proposal by DFO/Wildlife Warden

- Joint Verification/Visits of Site with concerned Forest and Wildlife Authorities of the State/NBWL as when and where required
- Presentation & assisting KICDC during meeting of Wildlife Clearance before Wildlife Warden / Chief Wildlife Warden / State Board of Wildlife (SBWL) meeting and National Board of Wildlife, and revise / incorporate suggestions / directions (if any) given during the meeting and resubmit the proposal to Chief Wildlife Warden incorporating requisites details.
- Presentation before the MoEF & CC/NBWL (Subject to recommendation of State Govt. & State Board for Wildlife)
- Attending the queries and revising the Wildlife application as per the comments of KICDC / NBWL authorities.
- To pursue with Wildlife Warden and expedite submission of Wildlife Proposal to the Chief Wildlife Warden for placing proposal before State Wildlife Board.
- Obtaining Wildlife Clearance from NBWL, MoEF & CC, Gol.
- Submission of 6- Month Compliance Report for 2 calendar Years after obtaining Clearance.

# 5. Eligibility Criteria:

- 5.1. The applicant must be a reputed & registered consulting firm with experience in Environment clearance /NBWL Clearance.
- 5.2. The Consultant should be in the field of aforesaid projects in India or abroad for a period of minimum **five years** ending March 31, 2023.
- 5.3. The applicant should have completed and obtained approval of wildlife clearance from NBL, MOEF & CC, GoI. within five years ending March 31, 2023.

The consultancy work for NBWL clearance either should be of state level or national in last seven years

- 5.4. The eligible Consultant shall be required to submit self-attested copies of the following along with the application.
  - i. Copy of registration certificate of the firm.
  - ii. Documents supporting the claim as per the above including the appointment letter / work order / contract agreement and letter of successful completion from the client.
  - iii. Details of Permanent Account Number (PAN).
  - iv. GST registration certificate.
  - v. Acknowledgement of IT filing (Last 5 years)

# 6. Instructions & Guidelines for Submission of Application for Selection of Consultants

- 6.1. The document can be downloaded from our website at www.kinfra.org
- 6.2. Any addendum/corrigendum relating to this RFP will be published in KINFRA website only & these will be part of the tender.
- 6.3. The applicant must submit a non- refundable processing fee (Tender fee) of Rs.5900/- (including GST) in the form of DD drawn in favour of MD TKICDCL, payable at Trivandrum.
  - 6.3.1. Applicant shall submit their offer in two cover system:
  - 6.3.2. Cover-1 to be addressed and super scribed 'PART-1 Prequalification Bid' and should contain application with annexures I to VI and all the necessary documents along with processing fee in the form of DD drawn in favour of Managing Director, KINFRA, payable at Thiruvananthapuram. The name of the work and the address of the applicant should be written on the cover.

- 6.3.3. Cover-2 to be addressed and super scribed 'PART-2 Price Part' and the name of the work, name and address of the applicant and to contain the priced schedule alone duly filled in, in the manner specified and signed on all pages.
- 6.3.4. Both covers No.1 & 2 shall be put together in cover No.3 and shall be duly sealed and indicate the name and address of the applicant.
- 6.4. Application with documents mentioned above (clause 5.4) shall be submitted in sealed envelope super scribing "Request for proposal for selection of Consultancy Services for Obtaining Wildlife NOC/Clearance from NBWL/MoEF&CC for Integrated Manufacturing Cluster (IMC), Kannambra, Palakkad.", on or before 29.07.2023 up to 5.00 pm in the office of the Managing Director, Kerala Industrial Corridor Development Corporation Limited (KICDC),KINFRA HI Tech Park, HMT Colony P.O Kalamassery, Ernakulam Kerala -683503.Demand draft number and date shall be written on cover 3 and shall be dropped in the tender box. Application without processing fee will not be considered for further process and will be rejected summarily. The opening date for price bid will be intimated only to the qualified bidders.
- 6.5. 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.
- 6.6. 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 KICDC, subsequently incomplete applications will be summarily rejected.
- 6.7. KICDC reserve the right to accept or reject any application or cancel this RFP process and any or all bids received without assigning any reason and any liability to KICDC.
- 6.8. Applicants should give an undertaking certifying that the firm has not been blacklisted by any Govt. /Local bodies/PSUs.

- 6.9. Applicants who have successfully fulfilled minimum criteria shall be eligible to apply. Certified copies of award letters or work order or contract agreement or completion certificate from the client should be enclosed.
- 6.10. RFP submitted by firms formed as joint ventures for the purpose of participating in this particular RFP is not eligible. However, JV firms who have previous experience will be considered if they are participating with the same JV partner.
- 6.11. KICDC shall not be responsible for any delay/ loss of documents or incorrect filling of application form and annexures I to IV of the application. Also, KICDC Shall not be responsible for delay/ non-receipt of filled-in application form along with documentary proofs sent by registered post.
- 6.12. KICDC reserves the right to modify the criteria and take its own decision if so required.
- 6.13. 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. No clarification/additional information in this regard will be sought from the applicants. 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, KICDC reserves the right to ask any clarification from the applicants for details submitted if it so desires during evaluation.
- 6.14. KICDC 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 i.e. last date of submission of bids. A conditional bid is liable to be rejected.
- 6.15. The consultant shall not sub contract the Services in part or as a whole.

# 7. Successful bidder

- 7.1. 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 KICDC within 15 days from the award of work.
- 7.2. 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 & cost.

# 8. Validity of RFP:

8.1. 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.

# 9. TIME SCHEDULE

The Consultant shall complete the works for receiving the NOC from Standing Committee of the National Board for Wildlife (SCNBWL) within 90 (Ninety) days from the date of acceptance of work order and shall commence the submission of 6- months Compliance report for 2 years to the Ministry of Environment, Forest and Climate Change from the date of receipt of NOC from Standing Committee of the National Board for Wildlife (SCNBWL).

# **10. SCHEDULE OF PAYMENT:**

- 10.1. The Consultant shall be paid the consultancy fees, based on the following payment schedule:
  - a) 20% payment on submission of Wildlife Proposal (for NBWL clearance) on MoEF&CC's online Parivesh portal and submission of Hard copy of the Wildlife Proposals (2 Nos.) to KICDC.
  - b) 20% payment after acceptance of online proposal by Wildlife Warden and submission of hard copy of proposal (15 Nos including all annexures / maps etc) to the Wildlife Warden.
  - c) 15% payment on joint verification with State Govt Wildlife officials & recommendation of Wildlife Proposal by Wildlife Warden, Peechi Vazhani and receipt of Wildlife Proposal at the office of Chief Wildlife Warden, Kerala.
  - d) 15% payment on receipt of minutes of meeting (MoM) of recommendation of Wildlife Clearance by Wildlife Division, MoEF & CC, GoI.
  - e) 15% payment on receipt of final Wildlife Clearance letter from Kerala Forest & Wildlife Department / MoEF&CC.
  - f) 15% as equal instalment on submission of 6-month Compliance report for 2 years.
    - Note: All payments shall be subject to deduction of income tax, other taxes and statutory levies at source. GST, if any, shall be paid extra.

# **11. Liquidated Damages:**

11.1. In the event of a delay in completion of project work as per the implementation schedule, for which consultant is solely responsible, consultant shall pay Liquidated Damages to KICDC 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.

# 12. Arbitration:

- 12.1. 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.
- 13. Termination of the contract:

In case of issuance of a judgement by Hon'ble Supreme Court or issuance of final ESZ notification by MoEF&CC which result in non-applicability of the Wildlife Clearance for IMC Kannambra project. The consultancy contract shall be terminated without any notice along with outstanding payment of any balance milestones of the consultancy. The payment due to the consultant for the work done prior to the date of issuance of MoEF&CC's notification or Hon'ble Supreme Court Order, shall be made according to the milestones achieved by the consultant.

# OTHER INSTRUCTIONS TO BIDDERS

All Statutory approvals both initial & final wherever necessary for the execution of work from concerned authorities shall be obtained by Contractor at his own expense. However statutory fees will be reimbursed on submission of receipts.

# **Important Dates**

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Last date of submission

**Bid opening** 

Place of Bid Submission and Opening

- 5.00 PM on 29/07/2023
- 11:00 am on 31/07/2023
  - TheKeralaIndustrialCorridorDevelopmentCorporationLimited(TKICDCL), KINFRA HI Tech Park,HMT Colony P.O Kalamassery,Ernakulam Kerala -683503.

# <u>Annexure</u>

## Annexure I

# ORGANISATIONAL DETAILS

SI.	Parameter	Details
No.		
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)	
	Name, Designation,	
5	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.

Place Date Signature of the Applicant Name and designation with seal

### Annexure II

## LIST OF CONSULTANCY ASSIGNMENTS COMPLETED IN LAST 5 YEARS ENDED ON 31.03.2023

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

NOTE: Work/Project means consultancy work. The list of works/project mentioned should be substantiated with documentary evidence suchas 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

SI. No.	Name of Work/Proj ect with	Short description of	Name and Address of owner/client	Cost of work/Project		e of start of Date of completion of ork/project work/ project		rk/	Bonus issued/Liqui dated	Any other relevant information
	address	Consultancy assignments			Stipulate d	Actual	Stipulated	Actual	damages if any imposed-on Consultant	

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

Place:

Date:

Signature of the applicant

Annexure IV

# **Declaration**

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

Signature

Annexure V

# **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 VI:

Sir,

I/We, the undersigned, offer to provide Consultancy Services to KICDC as per the RFP dated 14.07.2023 at the quoted rate.

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

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.)

# **PRICE PART**

Managing Director,

Kerala Industrial Corridor Development Corporation Limited (KICDC).

Sir,

We agreed to undertake Consultancy Services for Obtaining Wildlife NOC/Clearance from NBWL/MoEF & CC for Integrated Manufacturing Cluster (IMC), Kannambra, Palakkad as per NIT, at the lump sum rate quoted below:

SI.	Name of work	Lumpsum Quote, excluding GST			
No.		In figures	In words		
1	Consultancy Services for Obtaining Wildlife NOC/Clearance from NBWL/MOEF & CC for Integrated Manufacturing Cluster (IMC), Kannambra, Palakkad		Rupees		

**GST at applicable rates shall be paid extra.** \*Please write the amount quoted, both in figures and words

Date:

Signature

Name & Designation with seal

Place:

Address of Consultant:

Contact numbers: