



KERALA KERAKARSHAKA SAHAKARANA FEDERATION Ltd
KERA TOWER, WATER WORKS COMPOUND, VELLAYAMBALAM
THIRUVANANTHAPURAM-695033
Tel: 0471-2321046, 2326736, 2320504

TENDER FOR PROJECT MANAGEMENT CONSULTANCY

**FOR THE DESIGN,ERECTION, COMMISSIONING OF A 150 TPD
COPRAPROCESSING PLANTAT THE EXISTING BUILDING OF KERAFED OIL
COMPLEX,KARUNAGAPPALLY, KOLLAM,DISTRICT, KERALA**



KERALA KERAKARSHAKA SAHAKARANA FEDERATION Ltd
KERA TOWER, WATER WORKS COMPOUND, VELLAYAMBALAM
THIRUVANANTHAPURAM-695033
Tel: 0471-2321046, 2326736, 2320504

Tender No:KFD/PROJ/150TPD/02/2019-20

Date:16.10.2019

Managing Director KERAFED, invites competitive offers from Registered, experienced(min 3 years experience in similar field) and competent consultancy firms, for providing project management consultancy for the following work.

Name of work: Project management Consultancy service for the design, erection and commissioning of a 150 TPD COPRA PROCESSING PLANT at the existing building of **Kerafed Oil Complex,Karunagappally, Kollam District, Kerala.**

1. <i>Estimated Cost of Consultancy service</i>	<i>Rs.15 Lakhs</i>
2. <i>Time of Completion</i>	<i>8 Months</i>
3. <i>Cost of Tender forms</i>	<i>Rs.2500/-+12 %GST</i>
4. <i>Earnest money deposit</i>	<i>Rs. 50,000/-</i>
5. <i>Date of commencement of sale of tender forms</i>	<i>16/10/2019, 2 PM</i>
6. <i>Closure of sale of tender forms</i>	<i>06/11/2019, 1 PM</i>
7. <i>Last date for submission of tender</i>	<i>06/11/2019, 3 PM</i>
8. <i>Date of opening of Tech bid.</i>	<i>07/11/2019, 11 AM</i>

The tender documents containing the Technical Bid, Notice inviting Tender, General Conditions of contract, Special conditions of contract, Bill of quantities can be purchased from the office of The Managing Director or can be downloaded from our website www.kerafed.com

If downloaded from the site, tender form cost of Rs 2500/ +12% GST has to be paid by DD drawn in favour of Managing Director, KERAFED payable at Trivandrum. The EMD of Rs. 50000/- shall be submitted by DD drawn in favour of Managing Director, KERAFED payable at Trivandrum.

The bid shall be submitted in two cover system in a common Cover. The Technical Bid in cover 1 should include the following: Competency Certificate, Experience Certificate in the similar field, list of Technical Manpower and other Resources. The Financial Bid shall be submitted in Cover 2. Both Covers should be sealed and submitted to KERAFED in a Common Sealed Cover. The Common sealed cover should be super scribed "Tender for Consultancy Service for setting up of a 150 TPD Copra Processing Plant at Karunagapally." All existing conditions related to the tenders of Government of Kerala will be applicable to this tender also. Tenders will be accepted only through registered post. Kerafed will not be responsible for any errors like missing of schedules or any data while downloading the documents by the bidder/delay in receipt or non-receipt of documents due to postal delay etc. Kerafed has right to accept or reject any bid without assigning any reason.

Every Tender should be accompanied with a preliminary agreement in the format appended executed in Kerala Govt. Stamp paper worth Rs.200/- and EMD of Rs.50000/- in cover 1. Tenders without EMD, Preliminary agreement and other prescribed documents will not be considered for further processing. Further details and clarifications if any can be had from the office of the Managing Director, KERAFED during working hours.

MANAGING DIRECTOR

1. SCOPE OF WORK

The work essentially consists of the following.

1. Design of the Plant & Machinery including the design of the different machines/equipment/electrical motors/pumps/conveyors etc .of the proposed 150 TPD copra processing plant. The design shall include designs of all mechanical and electrical Plant & Equipments and essential services and signage's in compliance with relevant rules standards and statutory requirements.
2. Obtaining of all statutory clearances from local bodies/ authorities.
3. Preparation of estimate for the installation of 150TPD Proposed Plant, Plant layout, Flow chart, Drawings & Diagrams etc . List of latest machines/equipments having ISI specification and brand name.
4. Preparation of E- tender document & assisting KERAFED for publishing tender in the E tender site to trace out a manufacturer/contractor for the supply, delivery, installation and commissioning of 150TPD Copra processing plant.
5. Assisting the KERAFED management in the tender process.
6. Examination of bids received from Contractors /Suppliers, preparation of evaluation reports and recommendations for the selection of lowest quoted bid in consultation with the purchaser.
7. Expediting and follow up for supplies as per schedule
8. Financial monitoring of the project.
9. Inspection of equipment before dispatch of all equipment and machinery or at site-as per the specific requirements and issuance of certificates thereof.
10. Day to day supervision and inspection of erection, commissioning and trial run at site.
11. Preparation of detailed terms & conditions of the contract/agreement/orders with suppliers/contractors for the goods and services & time schedule for the completion of the project.
12. Issuance of recommendation for release of advance, interim or progressive payment and issuance of completion certificates to the suppliers/contractors.
13. Issuance of certificates/ recommendations for the demonstration of performance warranties.

14. Providing necessary supervisory service during the supply, erection, commission and handing over of the plant and machineries for the 150TPD plant.
15. Preparation and submission of the as built drawings on completion of the project.
16. Obtaining necessary occupancy certificate from local administration/statutory bodies for commencement of operations.
17. All the invoices raised by the contractor should be verified and recommended by the consultant before submitting to KERAFED

The scope of work further includes presentation of the design before the KERAFED management/ equipment suppliers etc, providing clarifications to the management, and tenderers, incorporating suggestions of the Kerafed etc. Authority for finalizing the functional design will be Managing Director, KERAFED.

2.GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

- a. The Consultant should have executed consultancy work for a minimum amount of Rs.10 Lakhs or above for a single work and should have an experience of minimum 3 Years in the design and project management of similar process industries proof of which should be enclosed in **cover 1**.
- b. Employer means KERAFED or its Managing Director.
- c. MD means the Managing director of KERAFED
- d. "The Consultants" means Company with whom this Contract is placed.
- e. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) are attached.
- f. "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them.
- g. "Nominee of the Employer" means the person (Engineer In-charge) authorized by the Client to fulfil the Client's obligations in respect of the work who will deal with the Consultants.
- h. "GCC" means General Conditions of the Contract.
- i. "SCC" means the Special Conditions of Contract.
- j. "Services" means the work to be performed by the Consultant pursuant to this Contract.
- k. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- l. "Contract Price" means the price payable to the Consultant as specified in the Contract Agreement.
- m. "Applicable Law" means the laws and any other instruments having force of the law in this country, as they may be issued and in force from time to time;
- n. "Third party" means any person or entity other than the Client and the Consultants

3.OBLIGATIONS

3.1. Obligations of the Consultants

- a. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts. The consultant should engage sufficient number of experienced engineers in the site for the effective supervision.
- b. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

3.2. Obligations of the Client

In order to enable the Consultant to carry out his functions, the Client shall authorize him in writing such powers of the Client as deemed necessary from time to time and afford him such facilities for discharge of duties. Necessary letters of authority, notice to other concerned parties etc., shall be issued by the MD wherever necessary under advice from the Consultant.

4. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THE CONTRACT

4.1. Effectiveness of the Contract

The Contract shall come into effect on the date of signing the Contract between the selected bidder and the Client.

4.2. Commencement of the Services

The Consultants shall begin carrying out the Services after receiving the letter of intent /selection notice from the client.

4.3. Phasing of the Contract: the contract shall have two phases as noted below and the price shall be quoted accordingly.

Ph.1. All services for Design, estimation, tender document preparation etc. up to tendering of the works including providing plant lay out, flow chart, drawings for different equipments in the process line. Maximum period for this phase will be limited to 2 months.

Ph.2. All services including providing assistance to tender evaluation, obtaining of statutory clearances, supervision of works, verifying contractors bills etc. till the closure of works and successful handing over of the Project.

4.4. Expiration of the Contract:

Unless terminated, this Contract shall terminate at the end of such time period after the effective date mentioned in the agreement or on total testing and commissioning of the new facility – whichever ever is later.

4.5. Modification

Modification of the terms and conditions of this Contract, including any modification of the Scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Competent authority, as the case may be, has been obtained.

5.FORCE MAJEURE

5.1. Definition

For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

5.2. No Breach of Contract

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

5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or

task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or such other circumstances.

6.DISCLOSURE OF INFORMATION

The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

7.INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the property of the Client and are hereby assigned by the Consultants to the Client.

8.CONFIDENTIALITY

Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a. Information that is already known to third parties without breach of this Contract; and
- b. Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

9.CORRUPTION, COMMISSION AND DISCOUNTS

9.1. The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:

- a. has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favor or disfavor to any person or entity in relation to any contractor
- b. has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

9.2. Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

10.CONFLICT OF INTEREST

10.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

10.2. The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

11.AMICABLE SETTLEMENT

11.1. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences/ disputes concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both

Parties and any controversy/ claim or dispute otherwise arising in connection with this Contract or breach thereof shall be settled in accordance with the Arbitration Proceedings as laid down in the Kerala Co-operative Societies Act 1969 and Bye-laws of KERAFED

11.2. The decision of the arbitration proceedings shall be final and binding on both parties.

12.SPECIAL CONTRACT CONDITIONS (SCC)

12.1. Design of the proposed plant and machineries shall be finalized after getting concurrence from MD,KERAFED.

12.2 Three sets of hard copy of finalized design drawings (size: A2) shall be submitted to the employer. The soft copies of all drawings and estimate shall be also submitted.

12.4. The time specified for the completion of the whole work is 08 **months and the time for ph.1 will be 60 days. The period of contract will commence 10 days from the date of work order/ selection notice/ letter of intent. Penalty at the rate of 1.5%** of contract amount per month shall be levied if the design work is not completed within 60 days.

12.5. Consultant shall submit a phasing of the payment releases (in percentage) along with his Programme for completion of the project. However, the weightage of phase1 works shall not be more than50 %.

12.6. The rate quoted shall include all taxes, duties or any other statutory charges levied by the State/ Central Government or its authorized agencies, all contingent expenditure, insurance taken by contractor for his workers, third party liability, and other facilities required for execution of the work.

After awarding the Contract, the Bidder shall execute an agreement with KERAFED and the following documents shall form part of the agreement.

1. Original Tender, and all accompaniments there of
2. Acceptance letter from the authority awarding the contract together with copies of correspondence, if any referred therein.
3. Accepted schedule with conditions of contract
4. Agreement in stamp paper as per the prescribed value
5. Phased program chart regarding the completion of Phase I and Phase II of the works

FORM 1
TIME SCHEDULE

NAME OF BIDDER: _____

Bidders shall submit, a project schedule covering all activities detailed in the **scope of work**. The Bidder shall include in the proposal the techniques to be used to control the work schedule and measures to assure progress of work as per the schedule.

Activity No:	ACTIVITY DESCRIPTION	Duration (Days)	Start Date	End Date
1				
2				
3				
4				
5				

Note :Bidder to furnish the schedule detailing linkages and time required for completion of all activities given in the **scope of work**.

Signature :

Date :

Seal :

FORM 1.(a)

TIME SCHEDULE

(Bidder to explain the mechanism for timely completion of the project activities in this format)

NAME OF BIDDER: _____

Techniques / Mechanism for monitoring the progress of works adhering to the time schedule.

1.

2. .

3.

Signature :

Date :

Seal :

FORM 2
FORM OF BID

Note: Bidders are required to furnish this form in their letter head filling all the blank space

To

Date:16/10/2019

The Managing Director,
KERAFED, Vellayambalam,
Thiruvananthapuram,
Kerala.

Dear Sir,

Sub: Name of Work:-**Consultancy Service for supply,the design installation and commissioning of 150T copra processing plant at Karunagappally.**

Ref: Tender No. _____

Having examined the Terms and Conditions included in or referred to in the Tender Documents, the receipt of which is hereby duly acknowledged, I/We, the undersigned, hereby offer to provide **Consultancy Service for supply,the design installation and commissioning of 150T copra processing plant at Karunagappally** as detailed in the work schedule, the terms and conditions as mentioned in or referred to in the said tender documents for the sum as quoted in the Price bid and such others ums as may be ascertained in accordance with the work schedule attached here with and made part of this bid and the said conditions.

My/Our acceptance to all the conditions of the tender document in this bid form shall persist over any other terms and conditions, deviations, if any, given in my/our bid. I/We undertake, if my/our bid is accepted, to commence and complete delivery of all the services as specified in the tender document, from the date of receipt of your Work Order/Letter of Intent.

If my/our bid is accepted, I/We will obtain and submit the security deposit as per the terms and conditions for the due performance of the contract.

I/We agree to abide by this bid for a period of 90 days from the date fixed for bid opening and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Letter of Intent shall constitute a binding contract between me/us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this

(Signature)

For and on behalf of (Consultant)_____

FORM -3
LETTER OF APPLICATION

Place:

Date:

To

The Managing Director
KERAFED, Vellayambalam
Thiruvananthapuram

Sir,

Having examined specifications, schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender.

I/We(consultant)hereby offer to execute the works specified in the said memorandum within the time specified at the rate mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, Articles of agreement, schedule of quantities, General Instructions to tenderers, Special Conditions of Contract, and with such other terms and conditions as may be prescribed from time to time.

MEMORANDUM

- a. **Description of works:** Consultancy service for the supply , design, erection commissioning and handing over new 150TPD copra processing plant at Karunagapally.

- b. **Earnest Money Deposit** : Rs.50,000/-
- c. **Security deposit** : 10% of the contract value
- d. **Time allowed for completion of works** : 60days for Phase1 and total 08months

Should this tender be accepted, I/We _____, hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract so far as they may be applicable or in default thereof to forfeit and pay to the Employer the amount mentioned in the said conditions.

Should I/We fail to execute the agreement when called upon to do so, I/We do hereby agree that EMD shall be forfeited by me/us to the Employer in addition to other liabilities prescribed by virtue of other terms of contract and under law.

The list showing the particulars of large consultancy works carried out by you and the name of the clients for which the consultancy works were done is to be enclosed.

Our Bankers are:

(i) _____

The names of partners (if any) of our firm are

i)

ii)

iii)

iv)

Name of the partner of the firm authorized to sign

OR

Name of person having power of attorney to sign the contract (certified true copy of the Power of Attorney should also be attached):

_____.

Yours faithfully,

(Consultant/ Contractor)

Signature and addresses of Witnesses:

FORM -3
LETTER OF APPLICATION (CONTINUED)

List showing the particulars of large works carried out

Large works carried out by _____ -

- 1.
- 2.
- 3.

Signature :

Date :

FORM 4
DECLARATION FORM

Note: Bidders are required to furnish this form in their letter head filling all the blank spaces.

To

The Managing Director,
KERAFED, Vellayambalam
Thiruvananthapuram, Kerala.

DECLARATION

I/We (Consultant) hereby declare that I/We read and understood that Terms & Conditions of Contract, Specifications, Drawings, Schedule of Requirements, etc., and hereby agree to abide by them. In token of I/We also understand that otherwise this tender is liable to be rejected.

I/We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I/We also confirm that in the event of any entry in this tender document, other than the relevant entry, shall make this tender invalid.

I/We hereby confirm that I/We am/are authorized to sign on behalf of the bidder.

Date:

Seal & Signature Of The Bidder

FORM 5

PRELIMINARY AGREEMENT (Rs.200/- Stamp PAPER)

Articles of agreement executed on this _____ day of _____ Two Thousand and nineteen between the MD, KERAFED Thiruvananthapuram (hereinafter referred to as "KERAFED") acting through (here enter the designation of the officer who have invited _____ this _____ tender).....
..... on the one part and _____ for and on behalf of _____ (here enter name and address of the tenderer hereinafter referred to as "The bounden" on the other part).

WHEREAS in response to the invitation for tenders contained in Notification No. _____ dated _____ inviting tenders, the bounden has submitted to KERAFED a tender for the **"Consultancy Service for supply,Design,erection commissioning and handing over of plant & machinery for the setting up of the new 150 TPDcopra processing plant at Karunagappally,"** subject to the terms and conditions contained in the said tenders:

WHEREAS the bounden has also deposited with KERAFED a sum of Rs 50,000/- (Rupees fifty Thousand Only) as earnest money of execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by KERAFED.

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by KERAFED and the contract for the Consultancy Service is awarded to the bounden, the bounden shall within 14 days of acceptance of this tender execute an agreement with KERAFED incorporating all the terms and conditions under which KERAFED accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, KERAFED shall have power and authority to recover from the bounden any loss or damages caused to KERAFED by such breach as may be determined by KERAFED, appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate, the deficit amount may be recovered from the bounden and his properties, movable and immovable, also in the manner hereinafter contained.

3. All sums found due to KERAFED under by virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are areas of land revenue and also in such other manner as KERAFED may deem fit. In witness where of

Sri.....(here enter name and designation) for and on behalf of KERAFED and _____

_____ (consultant), the bounden have hereunto set their hands the day and year
shown against their respective signatures.

Signed by

Sri.

(Date)

In the presence of witness.

1.

2.

Signed by



FORM No 6: SCHEDULE OF WORKS

To be submitted in cover 1

Name of the work: Project management consultancy service for the supply Design, Erection and Commissioning of 150TPD copra processing plant at **Kerafed Oil Complex, Karunagappally, Kollam, Kerala- 690544** after detailed discussion with the client and fully understanding the requirement of the proposed plant.

Sl No	Description	Compliance (Yes/No)
1	Design the capacity and the specification of individual machines/equipment/motor/pumps/conveyors and other connected system, preparation of plant layout, flow chart, drawings & diagrams, and essential services and signages in compliance with relevant codes, standards and statutory requirements, obtaining statutory clearance from the concerned authorities, total electrical load calculation, preparation of estimate for the proposed project	YES
2	Preparation of E- tender documents and lay out drawings to appoint the manufacturer /contractor for the Supply, Erection, Commissioning and handing over of 150 TPD copra processing plant at Kerafed Oil Complex, Karunagappally, on turn key basis	YES
	The scope of work under item "1" include presentation of design before Kerafed management /equipment supplier, design of equipment foundation etc and providing clarifications to the management as and when called for etc for the successful completion of project.	

Place:

Signature:

Date: Name & Address;



FORM 7 : FINANCIAL BID

(To be submitted in cover 2)

Name of the work: Project management consultancy service for the supply , design, erection and commissioning of 150TPD copra processing plant at **Kerafed Oil Complex, Karunagappally, Kollam**, after detailed discussion with the client and fully understanding the requirement of the proposed plant.

Sl No	Description	Quoted amount
1	Design the capacity and the specification of individual machines/equipment/motor/pumps/conveyors and other connected system, preparation of plant layout, flow chart, drawings & diagrams, and essential services and signages in compliance with relevant codes, standards and statutory requirements, obtaining statutory clearance from the concerned authorities, total electrical load calculation, preparation of estimate for the proposed project	
2	Preparation of E - tender documents and lay out drawings to appoint the manufacturer /contractor for the Supply, Erection, Commissioning and handing over of 150 TPD copra processing plant at Kerafed Oil Complex, Karunagappally, on turn key basis	
	The scope of work under item “1” include presentation of design before Kerafed management /equipment supplier, design of equipment foundation etc and providing clarifications to the management as and when called for etc for the successful completion of project.	

DECLARATION

Ihereby
agree to undertake the above work as per specification and as per the instruction of KERAFED
for an amount of Rs (in figure)
..... (in words)

Note: the rate may be quoted in Rupees and not as the percentage of estimated cost

Place:

Signature:

Date:Name & Address;