



**KIIDC**



**KERALA IRRIGATION INFRASTRUCTURE DEVELOPMENT  
CORPORATION LTD.**

(A Govt. of Kerala undertaking)

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**REQUEST FOR PROPOSAL**

**FOR**

**APPOINTMENT OF THIRD PARTY  
QUALITY CONTROL ASSURANCE  
AGENCY FOR ENGINEERING WORKS**

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**Tender No : KIIDC / Tenders / 251 / 2019-20 Date : 20 /09/ 2019**

## DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), in the documentary form by or on behalf of KIIDC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by KIIDC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by KIIDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for KIIDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially in RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KIIDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

KIIDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Process. KIIDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

KIIDC may, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that KIIDC is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and KIIDC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KIIDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and KIIDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## CHAPTER-1 NOTICE INVITING TENDER

### FOR APPOINTMENT OF THIRD PARTY QUALITY ASSURANCE AGENCY FOR ENGINEERING WORKS IN KIIDC

TENDER NOTICE NO: **KIIDC / Tenders / 251 / 2019-20** Dated 20. 09.2019

#### 1. INTRODUCTION

1.1 The Kerala Irrigation Infrastructure Development Corporation Ltd (KIIDC) is a wholly owned company of Government of Kerala with a paid up capital of Rs. 10 crore, formed for the promotion and development of medium and large scale irrigation and water supply projects units in the State.

1.2 At present KIIDC is entrusted with works related to civil works, irrigation works, micro irrigation works, environmental support works etc by different departments of the Government viz. Water Resources Department, Tourism Department, Kerala Infrastructure Investment Fund Board (KIIFB) etc. The works includes:

- Improvement of canals.
- Improvements to parks and landscaping.
- Construction of sea shore protection works like groynes, seawalls etc.
- Water supply
- Storm water Drains/sewerage/Effluent treatment schemes & disposals.
- Providing power supply internal & external including street lights.
- Other Civil works as entrusted etc including interiors & exteriors developments.
- Construction of Regulator cum Bridges.

1.3 Detailed list of such projects in hand is given in Appendix B.

1.4 For ensuring good quality assurance and for improving efficiency for the Civil, Mechanical, Electrical and water supply system works undertaken by KIIDC it is proposed to have a third party quality assurance through an independent agency.

1.5 This Request for Proposal (RFP) is issued by KIIDC for selection and appointment of an independent **Third Party Quality Assurance Agency** for a term of **three years** to undertake quality assurance of all the engineering contracts implemented by KIIDC during the said tenure.

#### 2. INVITATION FOR BID

2.1 KIIDC is inviting sealed bids under two cover system from eligible and interested entities, who

fulfils eligibility criteria as stipulated in clauses below for “**Appointment of Third Party Quality Assurance Agency for Engineering Works in KIIDC**”.

2.2 The interested parties who may obtain the Request for Proposal documents from the office of the Managing Director, KIIDC, PARVATHY, T C 36 / 1, NH 66 Bypass Service Road, Enjackal Jn, Chakai P O, Thiruvananthapuram – 695024, Kerala or can be downloaded from website [www.kiidc.kerala.gov.in](http://www.kiidc.kerala.gov.in) on or before 4<sup>th</sup> October 2019.

2.3 The RFP contains information about the Project in hand, scope of work, bidding process, Bid submission, qualification and Financial Proposal requirements and includes the following;

- Chapter 1 : Notice Inviting Tender
- Chapter 2 : Instructions to Bidders
- Chapter 3 : Terms of Reference
- Chapter 4 : General Conditions of Contract
- APPENDICES.

### 3. MINIMUM ELIGIBILITY CRITERIA

3.1 The applicant entity shall apply individually in its own name. Any application received from a group of firms or from any joint venture or from any consortium will be summarily rejected.

3.2 The applicant shall possess the following minimum prequalification / eligibility criteria to participate in this RFP and shall furnish the document specified against each criteria as proof for meeting the said criteria.

#	Criteria	Qualification	Documentation
1	Constitution	The Applicant shall be a company incorporated under Companies Act, 2013 / 1956 or partnership firm registered under Partnership Act, 1932 or Limited Liability Partnership registered under Limited Liability Partnership Act, 2008, or Trust/Society/corporate entity registered under any state or central Act, in India.	Self attested copy of ; (i) registration certificate under relevant Act <b>and</b> (ii) the charter document.
2	Duration of Existence	The applicant shall be in continuous existence for minimum period of 5 years as on the 1 <sup>st</sup> September 2019.	No separate document needed. The registration certificate submitted for criteria 1 will be considered as evidence for this.
3	Experience	The applicant shall have minimum 3 years experience in handling quality control assessment of engineering	Copy of Completion certificate or Invoice as proof of handling and completing the assignments.

		<p>projects with civil, mechanical, electrical and water supply systems</p> <p style="text-align: center;"><b>and</b></p> <p>shall have successfully completed at least 2 such projects in the last 5 years.</p>	
4	Lab facility	The applicant shall own at least one mobile lab in good working condition.	Copy of registration certificate/ permit.
5	Human Resource	The applicant shall have at least 10 employees in its pay roll, with relevant qualification and experience for quality assurance for engineering works, as on 1 <sup>st</sup> September 2019.	Copy of latest PF/ESI returns or muster roll or any other relevant documentary evidence <b>along with</b> self certified list of such employees, clearly indication their qualification, experience, address, mobile number, email id and date of joining of the applicant.
6	QMS & Software	The Applicant shall have well defined Quality Management System and necessary software for quality control assurance.	Documentary evidence of QMS and details of software with its salient features.
7	GST Registration	The applicant shall be registered under Goods and Service Tax Law	Copy of GST registration certificate of Head office
8	Presence in Kerala	The applicant shall have at least one branch/ office in the state of Kerala.	Copy of GST registration certificate of Kerala branch/ office, if head office is not in Kerala.
9	Credibility	The applicant shall not be black listed by any state government or central government or any PSU in India during the past 5 years.	Self declaration to this effect in the letter head of the entity, signed by its top most executive.

#### 4. KEY DETAILS

1)	Tender inviting Authority Designation and Address	<p>The Managing Director Kerala Irrigation Infrastructure Development Corporation Ltd., PARVATHY, T C 36 / 1, NH 66 Bypass Service Road, Enjackal Jn, Chakai P O, Thiruvananthapuram – 695024, Kerala. <b>Mobile: 9495000870</b> email: iidctvm@gmail.com, kiidc.wrd@kerala.gov.in</p>
2)	Mode of Tender	Sealed tender under Two Cover System.

3)	Processing Fee (Non refundable)	Rs.5,000/- (Rupees Five Thousand Only) <b>plus 18% GST</b> (To be paid by way of banker's cheque or demand draft drawn in favour of 'Kerala Irrigation Infrastructure Development Corporation Ltd' payable at Trivandrum)
4)	Bid Security Amount (EMD)	Rs.2,00,000/- (Rupees Two Lakhs Only) (To be paid by way of banker's cheque or demand draft drawn in favour of 'Kerala Irrigation Infrastructure Development Corporation Ltd' payable at Trivandrum)
5)	Bid validity	Min. 180 days from the Bid Due Date, extendable for max. of another 180 days on mutual consent.
6)	Date of start of issue of Tender Document	21.09.2019 Can be obtained from KIIDC office or can be downloaded from website <a href="http://www.kiidc.kerala.gov.in">www.kiidc.kerala.gov.in</a>
7)	Last date of seeking clarification	07.10.2019 till IST 17:00 hrs
8)	Contact Person for seeking clarifications	Shri. Terrance Antony, Chief Engineer, Kerala Irrigation Infrastructure Development Corporation Ltd, PARVATHY, T C 36 / 1, NH 66 Bypass Service Road, Enjackal Jn, Chakai P O, Thiruvananthapuram – 695024, Kerala, INDIA. Mobile: 9447388351 Email : <a href="mailto:iidctvm@gmail.com">iidctvm@gmail.com</a> <a href="mailto:kiidc.wrd@kerala.gov.in">kiidc.wrd@kerala.gov.in</a>
9)	Submission of Bid in hard copy to	On or before 04.10.2019, IST [11.00] hrs At Kerala Irrigation Infrastructure Development Corporation Ltd, PARVATHY, T C 36 / 1, NH 66 Bypass Service Road, Enjackal Jn, Chakai P O, Thiruvananthapuram – 695024, Kerala INDIA
10)	<b>Last Date and Time of submission of Bid</b>	<b>11.10.2019, IST 14:00 hrs</b> At Kerala Irrigation Infrastructure Development Corporation Ltd, PARVATHY, T C 36 / 1, NH 66 Bypass Service Road, Enjackal Jn, Chakai P O, Thiruvananthapuram – 695024, Kerala INDIA.
11)	Date and Time of opening of Cover A ("Fee / Prequal / Technical proposal")	11.10.2019, IST16:00 hrs At Kerala Irrigation Infrastructure Development Corporation Ltd, PARVATHY, T C 36 / 1, NH 66 Bypass Service Road, Enjackal Jn, Chakai P O, Thiruvananthapuram – 695024, Kerala INDIA

12)	Date and Time of opening of Cover 2 (“Financial Proposal”)	Will be intimated.
13)	Issue of Letter Of Intent	Eight weeks from opening of financial proposal
14)	Acceptance by the successful bidder of the Letter of intent (LOI)	Within fifteen days from issuance of LOI
15)	Signing of agreement	Within 30 days of acceptance of LOI and giving performance guarantee.

- Note:** (a) If the date of submission of tenders happens to be a public holiday, Tenders will be received and opened on the next working day at the same venue and time. Bidders are requested to check the website for regular updates.
- (b) KIIDC will endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises. Such change, if any, would be uploaded at KIIDC’s website ([www.kiidc.kerala.gov.in](http://www.kiidc.kerala.gov.in)) from time to time.
- (c) The Managing Director, KIIDC has right to reject, cancel, postpone, advance, any or all bids without assigning any reasons thereof.



## CHAPTER-2

### INSTRUCTION TO BIDDERS

#### 5. INTRODUCTION

This Section aims to provide guidelines/instructions to Participants, to be used while submitting the Proposal. These are generic in nature, but Bidders are required to abide by them during the currency of the Bidding process.

#### 6. BRIEF DESCRIPTION OF BIDDING PROCESS

6.1 KIIDC has adopted a Single-Stage Two Cover bidding process for selection of the Bidder for selection and appointment of Third Party Quality Assurance Agency (the "Bidding Process") and invites proposals from eligible parties in accordance with the terms of this RFP. The first Cover (the "Fee/Prequalification/Technical Proposal") of the Bidding Process involves evidence of payment of processing fee & submission of bid security, pre-qualification of interested parties on the basis of minimum eligibility criteria specified herein and their Technical Plan. At the end of the Technical Stage, KIIDC shall short list Bidders whose "Financial" cover containing financial proposal are eligible for opening during the financial proposal evaluation stage. In the financial proposal the proposers are required to quote their fee as a percentage of the total value of work to be assessed.

6.2 After Technical Proposal Stage and subject to requirements of the RFP, the fee quoted shall constitute the sole criteria for evaluation of Proposals and the selection of the Successful Bidder. The Bidder quoting the lowest fee (L1) will be selected.

6.3 In case of tie in financial bid, then selection of bidder will be based on their credentials, past performance and experience in handling similar projects.

#### 7. CONDITIONS FOR BIDDING

7.1 A Bidder is eligible to submit only one Bid for the Project.

7.2 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, KIIDC shall forfeit 100% (one hundred percent) of the value of Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damage payable to KIIDC for, inter alia, the time, cost and effort of KIIDC, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to KIIDC hereunder or otherwise.

7.3 Notwithstanding anything contained in this RFP, KIIDC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

7.4 The bidder shall bear all the costs associated with the preparation of the bid.

## 8. DISQUALIFICATIONS

8.1 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be disqualified and rejected as non-responsive.

8.2 Bids received by KIIDC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

8.3 KIIDC reserves the right to disqualify and reject any Bid if:

8.3.1 at any time, a material misrepresentation is made or uncovered, or

8.3.2 the Bidder does not provide, within the time specified by KIIDC, the supplemental information sought by KIIDC for evaluation of the Bid or

8.3.3 the financial quote is included, directly or indirectly, in the Technical Proposal or any document accompanying the Technical Proposal.

8.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

8.5 Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then KIIDC reserves the right to annul the Bidding Process and to invite the fresh Bids.

8.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed either by issue of the LOI or entering into the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by KIIDC to the Bidder, without KIIDC being liable in any manner whatsoever to the Bidder. In such an event, KIIDC shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy which KIIDC may have under this RFP, the Bidding Documents, and the Agreement or under applicable law.

## 9. AMENDMENT OF RFP

9.1 At any time prior to the Bid Due Date, KIIDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

9.2 Any Addendum thus issued will be uploaded on the website. Bidders are advised to keep watch on [www.kiidc.kerala.gov.in](http://www.kiidc.kerala.gov.in) for any modification in RFP and other updates about the projects. The Bidders must submit their Bids in compliance of the latest updates, addendums, modifications or amendments issued by KIIDC. KIIDC does not assume any responsibility to bidders, who fails to submit their bids in accordance with latest updates, addendums, modifications or amendments issued by KIIDC

before Bid Due Date. In such case KIIDC may reject any bid for the non-compliance of hereunder.

9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, KIIDC may extend the Bid Due Date.

## 10. CLARIFICATIONS

10.1 Bidders requiring any clarification on the RFP may notify KIIDC through email. They should send in their queries before the date specified in Key Details. KIIDC shall endeavor to respond to the queries within the period specified therein. The responses will be sent by e-mail. KIIDC will forward all the queries and its responses thereto, to all purchasers of the RFP and upload on the website [www.kiidc.kerala.gov.in](http://www.kiidc.kerala.gov.in) without identifying the source of queries.

10.2 KIIDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, KIIDC reserves the right not to respond to any question or provide any clarification and nothing in this Clause shall be taken or read as compelling or requiring KIIDC to respond to any question or to provide any clarification.

10.3 KIIDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by KIIDC shall be deemed to be part of the RFP. Verbal clarifications and information given by KIIDC or its employees or representatives shall not in any way or manner be binding on KIIDC.

## 11. VALIDITY OF BIDS

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (the "**Bid Validity Date**"). The validity of Bids may be extended subject to a maximum period of 180 days by mutual consent of the respective Bidders and KIIDC.

## 12. BID SECURITY

12.1 The Bidder shall deposit an unconditional, unequivocal and irrevocable Bid Security of **INR.2,00,000/- (Indian Rupees Two Lakhs only)** in accordance with the provisions of this RFP, by way of electronic transfer to the account of Kerala Irrigation Infrastructure Development Corporation Limited or by way of banker's cheque or demand draft drawn in favour of 'Kerala Irrigation Infrastructure Development Corporation Ltd' payable at Trivandrum.

12.2 The Bid Security shall be returnable no later than 60 (sixty) days from the Bid Validity Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the provisions of Draft Agreement.

12.3 KIIDC shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that KIIDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on Bid Security shall be given to any Bidder.

12.4 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to KIIDC under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

12.4.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

12.4.2 In the case of Selected Bidder, if it fails to sign the agreement within the specified time limit:

12.4.3 to sign and return the duplicate copy of LOI;

12.4.4 to sign the Agreement; or

12.4.5 to furnish the Performance Security.

12.4.6 In case the Selected Bidder, commits any breach of any RFP condition prior to furnishing the Performance Security.

12.4.7 Under any clause for forfeiture of Bid Security contained elsewhere in this RFP.

## 13. PREPARATION AND SUBMISSION OF BID

### 13.1 Language :

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by true translations of it in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### 13.2 Format and signing of Bid :

13.2.1 **The bid shall be submitted in two covers Viz Cover 'A'-Technical Bid and cover 'B'-Financial Bid.**

13.2.2 Technical Proposal in Cover 'A' shall comprise of the following three Covers;

13.2.2.1 Cover 1 - Prequalification documents : All documents specified against minimum eligibility criteria shall be kept in a separate cover as prequalification documents.

13.2.2.2 Cover 2- Fee : (a) A Demand Draft in favour of Kerala Irrigation Infrastructure Development Corporation Ltd. payable at Trivandrum for Rs. 5,000/- plus 18% GST towards process fee, which is non-refundable and (b) A Demand Draft in favour of Kerala Irrigation Infrastructure Development Corporation Ltd. payable at Trivandrum for Rs. 2,00,000.00 towards Bid Security.

13.2.2.3 Cover 3 –Technical Proposal : The following documents shall be submitted as part of technical proposal;

- A. Company overview : A brief corporate profile is to be submitted along with details of description of major activity of the entity, experience in similar projects, lists of similar projects completed and in progress, description of the resources of the entity including human resources, infrastructure available to handle the work , if allotted and any other relevant credentials.
- B. Audited Financial Statements for last 3 financial years (for FY 2018-19, if audit is not yet completed, provisional financial statement shall be attached).
- C. Approach and methodology detailed description of each service/work being offer by the bidder as part of their scope.
- D. Photographs of similar work handled by the entity.
- E. Project teams staffing : Indicate the resources that are planned for this project (list of technical persons proposed to be employed on the work with their qualifications and experience), the scheme for project resourcing and identification of the key project participants.
- F. QMS & Software's : The bidder should submit in detail their quality management system and access to new technologies that would bring about value addition to this project in the disciplines of Quality control Assurance.
- G. List of equipments owned by the entity, including lab equipments, with regard to Quality control Assurance.

**13.2.3 Financial Bid in Cover 'B'** shall comprise of the Financial quote in the prescribed format given in **APPENDIX - A**. The proposer shall quote their fee as a percentage of the total value of work executed that will be assigned to for quality assurance. The 'value of work executed' for this purpose will be actual value of work executed excluding the Lump sum provisions and taxes. The Financial Bid shall strictly be in the format prescribed in this RFP and the proposer shall not make any amendment to the same. The quote shall be excluding GST. Applicable GST will be paid by KIIDC over the fee quoted.

## **14. BID OPENING**

**14.1** KIIDC will open the Technical Proposals at 1600 hours IST on the Bid Due Date, at the place specified in Key Details and in the presence of the Bidders who choose to attend.

**14.2** KIIDC will subsequently examine and evaluate Bids in accordance with the provisions set out under hereunder.

**14.3** Bidders are advised that qualification of Bidders will be entirely based on the provision contained in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

**14.4** Any information contained in the Bid shall not in any way be construed as binding on KIIDC, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it on the basis of such information.

14.5 KIIDC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

14.6 Where any information is found to be patently false or amounting to a material misrepresentation, KIIDC reserves the right to reject the Bid in accordance with the provisions contained herein.

#### **Clarifications on Technical Proposal :**

14.7 To facilitate evaluation of Bids, KIIDC may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by KIIDC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

14.8 If a Bidder does not provide clarifications sought by KIIDC within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, KIIDC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of KIIDC.

#### **Correspondence with the Bidder**

14.9 Save and except as provided in this RFP, KIIDC will not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

#### **Short-Listing and Notification**

14.10 After the evaluation of Bids for Technical Qualification, KIIDC would announce a list of short-listed Bidders who will be eligible for participation in the Financial Bid Stage.

14.11 KIIDC will not entertain any query or clarification from Bidders who fail to qualify.

### **15. TECHNICAL EVALUATION**

15.1 KIIDC will carry out evaluation of the Bids through a Bid Evaluation Committee constituted by it at its sole discretion. The Committee will proceed with evaluation process based on the Technical Proposal submitted by the Bidder.

15.2 The evaluation committee will shortlist the technically qualified bidders after the Technical evaluation.

### **16. FINANCIAL OPENING AND EVALUATION**

16.1 Financial Bid of Technically Qualified Bidders only will be opened for Financial Evaluation.

16.2 The Bidders who are shortlisted in Technical Evaluation shall be informed about the opening date of the Financial Proposal in writing and on the following website i.e. [www.kiidc.kerala.gov.in](http://www.kiidc.kerala.gov.in).

16.3 The Committee shall open the Financial Bid in the presence of the shortlisted Technically Qualified Bidders who choose to attend.

16.4 The quote of Technically Qualified Bidder who offers the lowest 'Fee' shall be the Lowest

Bidder, who will be ranked as the L1. The remaining Bidders will be ranked as L2 to LN based on the ascending order of Fee quoted by them.

## 17. SELECTION OF BIDDER

17.1 The L1 shall be declared as the Selected Bidder.

17.2 In the event that two or more of Technically Qualified Bidders quote the same amount of Fee (the “Tie Bidders”), KIIDC shall select the Bidder with higher Technical Score among them as Selected Bidder, based on their credentials, past performance and experience in handling similar projects.

17.3 The remaining Technically Qualified Bidders shall be kept in reserve list, made in the order of their ranking in Financial Evaluation.

17.4 In the event withdrawal of L1 or it is not selected for any reasons, KIIDC reserves the right to invite other bidders in reserve list in the order of their rank to match the Price Bid submitted by the L1. In the event that none of the other Bidders match the Bid of the L1, KIIDC may, in its discretion, either invite fresh Bids or annul the Bidding Process.

17.5 In the event of fresh bid, the L1 shall not be allowed to participate in the fresh bids invited by KIIDC for this RFP, in case the L1 is rejected due to;

- (a) non-acceptance of Letter of Intent issued by KIIDC or
- (b) misrepresentation made by it or
- (c) not providing Performance Security or
- (d) any other failure in complying with Bid conditions on reasons solely attributable to the L1

and the Bid Security will be forfeited and KIIDC reserves the right to claim any other damages from this bidder.

## 18. AWARD OF THE PROJECT

18.1 After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by KIIDC to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof.

18.2 The Selected Bidder shall furnish the Performance Security of Rs.5,00,000/- (Rupees Five Lakhs) before signing of the agreement.

18.3 In the event the duplicate copy of the LOI duly signed by the Selected Bidder or the Performance Security by SPV is not received by the stipulated date, KIIDC may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to accept the award.

18.4 After acknowledgement of the LOI and submission of Performance Security as aforesaid, KIIDC and the Selected Bidder shall execute the agreement drafted by including the general conditions



of contract contained herein and the special conditions mutually agreed on the basis of this RFP, within the time line specified in the Key Details.



## CHAPTER-3

### TERMS OF REFERENCE

#### 19. SCOPE OF ASSIGNMENT

19.1 KIIDC is executing works in the entire Kerala State and infrastructure being created for departments like Tourism, KIIFB etc.

19.2 The Quality Assurance Agency (QAA) is required to provide quality control services in respect of the works executed by KIIDC for ensuring quality by way of quality control checks and offering Quality Auditing services i.e third Party inspections for the following components;

- a. Formation & metalling and providing CC/BT with CD works
- b. Improvement of roads.
- c. Improvements to parks and landscaping.
- d. Traffic divides foot paths, traffic signals.
- e. Shopping complexes/corporate building/factory sheds/any other buildings.
- f. Water Supply including OHTs, distribution system etc.
- g. Storm water drains/sewerage/Effluent treatment schemes & Disposal.
- h. Providing power supply internal & external including street lights.
- i. Other Civil works are executed etc including interiors & exteriors developments
- j. Construction of common effluent treatment plants, sewerage treatment plants etc.
- k. Regulator cum Bridges, Regulators etc.
- l. Shore protection works like groynes, seawalls etc.
- m. Improvement of canals, canal cleaning works etc.
- n. Revetment works and if any works entrusted by KIIDC Ltd.
- o. Environment related works,
- p. Providing street lights, PIE works, laying of LT/Ht luminaries.
- q. Micro irrigation and related projects.
- r. Single storied and multistoried Buildings, Building projects etc.
- s. Water Resources and Irrigation projects.
- t. Solar power projects on building tops, canal tops etc.
- u. Any other work of civil nature taken by KIIDC.

19.3 The tasks of Quality Assurance Agency are;

19.3.1 Carry out required pre construction QA checks.

19.3.2 Carry out required QA checks during construction.

19.3.3 Carry out required QA checks post construction.

19.4 The role of QAA shall include conducting required checks of activities of construction from the starting stage to the finishing stage. This would involve collection of samples and arranging testing. The QAA would be reporting to the concerned level of officers through weekly report and suggesting, interaction with various authorities as and when required. All the tested and quality assurance inspections would be conducted at required stages and as per the laid down specifications.

19.5 The QAA shall deploy district wise team would be working in respective sites for conducting QC tests. Field staff with mobile testing equipment for onsite inspections shall also be deployed to conduct required checks of the works.

19.6 The QAA shall give weekly/stage wise report to concerned chief Engineer/Zonal Managers.

19.7 The Construction schedule of various works for which quality inspection is required will be given to the QAA by concerned CE/GM/DGM (QC)/DGM (E)/ KIIDC Ltd well in advance. The programme of critical activities to be executed for the consequent month will also be given 15 days in advance.

19.8 KIIDC will not provide the inputs such as labour, Machinery, Chemicals and power etc. All the cost of conducting quality assurance shall be borne by QAA.

19.9 The QAA is expected to commence the assignment on the date and at the location specified in the work order.

19.10 Any delay in carrying out necessary quality checks to process further progress on the work and damages to that effect will be on the part of the QAA.

## **20. PERIOD OF AGREEMENT:**

20.1 The tenure of the QAA shall be 3 years from the date of entering into the agreement. The tenure may be extended upto 5 years on mutual consent, at the option of KIIDC. However, in the event of non-satisfactory performance by the QAA, KIIDC shall have the right to terminate at any time during the tenure.

## **21. PERFORMANCE GUARANTEE**

21.1 The Selected Bidder shall furnish Performance Guarantee of Rs.5,00,000/- by way of deposit with KIIDC. The Bid Security of the selected bidder will be converted into Performance Guarantee deposit and the balance amount shall be deposited by the selected bidder before executing the agreement with KIIDC.

21.2 Defects liability period for an individual work is the date of completion of that particular work in all respects. KIIDC shall retain security deposit (performance guarantee) till the expiry of defects liability period of the last work that has been certified by the QAA during its term.

## 22. TERMS OF REFERENCE AND JOB REQUIREMENT

The Quality Assurance Agency is required to;

22.1 Take up the third party quality assurance of projects as and when assigned by KIIDC. The third party inspections include the following tests to be carried out for quality checks:- GSB tests, WBM tests, test for aggregates, sand, cement, steel, concert cube testing, non-destructive tests for CC Works, Test for basic piping materials, laying jointing and pipelines testing and all required tests with reference to the drawings and standard specifications.

22.2 All tests checks are to be carried out as per relevant IRC codes and IS Specification APSS and as per IE Rules, agreements and Drawings for quantities and detail analysis.

22.3 KIIDC will fix and intimate the percentage of random sample to be taken for each work and the 100% quality check shall be done in respect of all works based on such random sampling. Required checking for site measurement and reporting shall also be carried out.

22.4 The QAA reporting shall be of recommendatory nature informing KIIDC Ltd. about the quality of materials, based on test results and field observations.

22.5 In case of emergency QAA will have to submit specific report of the concerned work as indicated by KIIDC.

22.6 The QAA shall check all aspects of the work and issue certification for release of payments and final QC Clearance certificate.

22.7 Zone wise unit to be located for conducting QC tests with adequate engineers for KIIDC works.

22.8 There shall be field staff with mobile testing equipment for site inspection.

22.9 KIIDC shall be provided with up to date details of qualification technical staff available at zone wise units and field staff, the organisation structure of zone wise unit & detailed work plan at all times.

22.10 The list of minimum tests to be conducted and equipments that shall be available is given below.

### 22.10.1 GENERL TESTS ON MATERIALS

- i. Test on cement
  - a) Standard Consistency
  - b) Fineness
  - c) Initial and final setting times
  - d) Soundness
  - e) Compressive strength
  - f) Specific gravity
- ii. Tests on fine aggregate
- iii. Tests on coarse aggregate
- iv. Compressive strength of concrete (Cubes)

- v. Tension test on steel rods
- vi. Tests on Bricks
- vii. Concrete Mix design
- viii. Sieve Analysis of fine coarse aggregates
- ix. Test on Roads
  - A. Test on Bitumen
    - a) Penetration
    - b) Softening point
    - c) Flash & fire point
    - d) Ductility test
    - e) Solubility test
    - f) Loss on heating
    - g) Specific gravity
    - h) Bitumen extraction test
  - B. Tests on Coarse Aggregates
    - a) Impact value
    - b) Crushing value
    - c) Loss Angles abrasion
    - d) Flakiness/Elongation Index
    - e) Water absorption
    - f) Specific gravity
    - g) Stripping value
  - C. Tests on Fine aggregates
    - a) Specific gravity
    - b) Bulking
    - c) Density
    - d) Soundness tests 5 cycles
  - D. Mix design
    - a) Job mix formulae for anyone of MB. DMB,BC Mix seal etc.
    - b) Pavement Quality concrete (PQC), RCC, PCC.
    - c) Marshal stability testing on bituminous.
    - d) Mixes or hardness test for mastic asphalt on prepared sample
  - E. Field test
    - a) Pavement design of sub-grade by CBR method. GSB tests
    - b) WBM tests
    - c) Laying jointing and pipe line test
    - d) Other tests like electrical works as per IS specifications for cables and materials agreement, specifications of contractors.
- x. Building items

- a) Aluminum powder coating
  - b) Un plasticized poly vinyl chloride (UPVC) Doors, windows and ventilator
  - c) Wooden items relevant tests
  - d) Relevant tests on glass
  - e) Physical properties of necessary steel items
  - f) Relevant tests on tiles
  - g) Relevant test on painting
- xi. Water Supply & Sanitary items
- a) Relevant tests on water supply & sanitary items
- xii. The following Electrical tests to be included and the tests to be done at CIPET (Central Institute of Plastics Engineering Technology) or Vimta Labs or equivalent labs.
- A. On Wires/UG cables
- a) Resistance test
  - b) Insulation tests
  - c) High Voltage test
  - d) Short circuit test
  - e) Continuity Test
- B. On Equipment
- a) D.G set
    - Load test for 0%,25%,50%,75%,100% and 110%
  - b) A.C Equipment
    - Temperature Test
- xiii. Check the manufactures test certificates for the materials like pipes & Fittings, electrical items steel, cement, Bitumen (for Grade) etc. The contractor will have to provide these certificates, to the QAA at the time of inspection.
- xiv. Conduct tests/checks and sampling to ensure that the contractors has followed Kerala Standard specifications/IRC specifications/MORTH.
- xv. Shall assess about the process involved in the construction, like curing, pitting etc.
- xvi. The QAA will be fully responsible for the authenticity of the test results and submit test results in original to the Dy. General Manager (QC), QC wing without hindrance of work.
- xvii. The quality of materials and works are to be checked with respect to the corresponding IS code and APSS & MORTH Specifications and all amendments. The indicative Relevant Codes are given in **APPENDIX B**.

#### 22.10.2 INDICATIVE LIST OF EQUIPMENTS

1. Survey instruments including total station
2. Equipment for condition survey on road and bridges
3. Sieves of all sizes i/c sieve shaker and balances of requires capacity
4. Cube strength testing machine

5. Core cutting machine
6. Equipment for cement testing
7. USPV (ultra Sonic Pulse Velocity) Meter
8. Moisture Meter
9. Hammer of all sizes require to be used in building work
10. Rebound hammer
11. Leak Detection Equipments
12. Other miscellaneous equipments such as Screw Driver, Plumb-bob Ovens, Slump Cone, graduated measuring Cylinders of required capacity, gauge Tape Vernier Caliper, Magnifying Glass, Spirit Level, Vibration Table, Dial Gauge etc.
13. Project Specific instrument, if any required.

#### **22.11 Procedure of Inspection :**

- 22.11.1 The field quality assurance staff at the site, which will be headed by one senior Manager/Engineer, would inspect the construction and other activities. Field quality assurance team would consist of a number of Managers/Engineers from the discipline of civil engineering and one from the discipline of electrical engineering. The QAA would be provided schedule of works likely to be executed in the next week by concerned Zonal Manager so that QAA may plan weekly programme in advance besides this, there would be Junior Engineers/Supervisors having similar specialization as mentioned above, Lab technicians and field Assistant. However, the exact composition will depend upon the, scope of work and the work load based on number of contracts executed by KIIDC of respective Zones.
- 22.11.2 After obtaining the construction programme and the work schedule from CE / GM a joint visit of KIIDC to the sites for inspection and overall appraisal shall be undertaken.
- 22.11.3 All test, checks are to be carried out as per relevant IRC/MOST/MORTH codes and BIS specifications, APSS and as per rules, agreements and Drawings for qualitative and quantitative analysis.
- 22.11.4 The QAA shall make its own arrangements for transport including local travel and his office accommodations.
- 22.11.5 The QAA shall be supplied with all the latest construction drawing and contractors agreement along with technical specifications and interact directly with CE / GM / concerned work.

#### **22.12 Schedule of Inspection :**

The pre-fixed inspection schedule, fixed by KIIDC, shall be adhered by the QAA field quality Assurance team, Surprise checks every day or alternative day or depending upon the job requirements. The Manager / engineer will identify the items and the location on site, which will be inspected upon by the Assistant Managers/site engineers for the next working day. The concerned engineer of KIIDC would be responsible for regular supervision of construction work & workmanship of all the construction works. The Contractor would be advised not to carryout important activity of construction without prior information to concerned Chief Engineer / General Managers as well as third party assurance agency.

### 22.13 Reporting System :

22.13.1 The QAA shall submit the test reports to KIIDCs on weekly basis as per terms of reference.

22.13.2 The QAA shall collect the information from the work site through detailed formats by carrying out relevant tests and base information along with data will be submitted to concerned Chief Engineer and forward the copies to the zonal Manager and consolidated information to chief Engineer.

22.13.3 All the information, work wise, shall be documented in a register.

22.13.4 Documentation of the reports duly signed & authenticated on each work taken up in KIIDC with work wise photographs before commencing, during and after execution with final sets of report shall be submitted to the Chief Engineer of KIIDC, Trivandrum, with a copy to concerned Engineers. Further QAA has to submit summary of the report to Managing Director on weekly basis and final compliance report will be issued on work by quality control wing based on the report.

22.13.5 QAA shall establish a central reporting station at Trivandrum for all kinds of communications and for weekly/stage wise reporting to KIIDC and to concerned chief Engineer/Zonal Managers.

22.13.6 QAA shall Establish Regional reporting stations with laboratory facilities with adequate technical staff, wherever felt necessary, as KIIDC projects are spread across Kerala.

## CHAPTER 4

# GENERAL CONDITIONS OF CONTRACT

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#### **1. General Provisions**

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#### **2. Commencement, completion, Modification and Termination of Contract.**

1. Commencement of services
2. Modifications
3. Force majeure
4. Termination

#### **3. Obligations of the QAA**

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2. Conflict of Interest
3. Confidentiality
4. QAAs action requiring KIIDCs prior approval
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4. QAA's personal
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6. Price & Payment schedule
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## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings.

- a) “Applicable Law” means the laws of India and the state of Kerala.
- b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract.
- c) “GC” means these General Conditions of Contract;
- d) “Government” means the Government of India or Government of Kerala as appropriate to the context;
- e) “Local Currency” means Indian Rupees;
- f) “Party” means KIIDC or the Quality Assurance Agency, as the case may be, and Parties means both of them;
- g) “Personnel” means persons hired by the QAA or by any Sub QAA as employees and assigned to the performance of the Services or any part hereof;
- h) “QAA” means the Quality Assurance Agency appointed under this contract.
- i) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- j) “Services” means the work to be performed by the QAA pursuant to this Contract as described in the clauses of SC;

### 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### 1.3 Language-English

### 1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed as indicated in the agreement.

### 1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by KIIDC or the QAA shall be taken executed by the authorized representative of QAA.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

### 2.1 Commencement of services

The QAA shall begin carrying out the service immediately from the date of execution of this contract/ or (if required other criteria be specified)

### 2.2 Modifications

Modification of the terms and Conditions of this contract, including any modification of the scope of the service or of the contract price, may only be made by written agreement between KIIDC and QAA.

### 2.3 Force Majeure

2.3.1 The terms and conditions mutually agreed upon this CONTRACT shall be subject to force majeure.

2.3.2 Neither KIIDC nor the QAA shall be default in the performance of its obligations here under for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic accident, fire, wind, flood, earthquake or because of any law or order proclamation, regulation or ordinance by any Government or of any sub division there of or an order by court of Law, any act of god and state or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party effected.

2.3.3 Should one or both the PARTIES be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, the parties shall consult with each other regarding future implication of this CONTRACT.

2.3.4 In the event of Force Majeure both parties shall put in their best efforts towards resumption of the work at the earliest and shall put in their best efforts towards mitigating the costs incurred by the other works.

### 2.4 Termination

#### 2.4.1 BY KIIDC

KIIDC may terminate this contract, by not less than thirty (30) days written notice of termination to the QAA, to be given after occurrence of any of the events specified in paragraphs (a) through

- a. If the QAA do not remedy a failure in the performance of their obligations under the contract, within thirty (30) days of receipt after being notified or within such further period as KIIDC may have subsequently approved in writing.
- b. If the QAA become insolvent or bankrupt.
- c. If, as the result of Force majeure, the QAA are unable to perform a material of the

service for a period of not less than sixty (60) days.

- d. If the QAA, in the Judgment of KIIDC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- e. If the QAA fails to take up the quality assurance works with the agreement and breach any of the terms & conditions this contract.

For the purpose of this clause.

"Corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of fact in order to influence a selection process or the execution of a contract to detriment of KIIDC, and includes collusive practice among QAA (prior to or after submission of proposals) deigned to establish price at artificial non-competitive levels and to deprive KIIDC of the benefits of free and open competition.

#### 2.4.2 By the QAA

The QAA may terminate this contract, by not less than thirty (30) days written notice to KIIDC, such notice to be given after the occurrence of any of the events specified below if as the result of Force Majeure, the QAA are unable to perform a material portion of the service for a period of not less than thirty (30) days.

### 3. OBLIGATIONS OF THE QAA

#### 3.1 General

- 3.1.1 The QAA shall perform the Third Party Quality Assurance Service for the works of KIIDC. The QAA shall perform the service and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional technique and practices, and shall observe sound management practices, and employ appropriate method. The QAA shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to KIIDC. The QAA shall take all steps to take action in accordance with the technical sanction/agreement of works contract between KIIDC and work contractor.
- 3.1.2 The QAA can also submit recommendation for betterment of the work regarding quality, quantity, economy and progress of work in general to the ED. The QAA has to thoroughly check the quality and quantity in terms of prevailing IS codes and procedures and to satisfy the technical sanction accorded for the subject work and has to feel responsibility for the work with respect to quality, and quantity as referred in technical sanction and deviations there upon approved by the technical sanction authority.

#### 3.2 Conflict of Interests.

- 3.2.1 The fee of the QAA pursuant to clause [6] shall constitute the QAA's sole consultancy fee in connection with this contract of the Service and the QAA shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract. If any other contract engaged is related to the QAA in

any manner it shall forthwith inform the same to KIIDC and KIIDC shall be competent to take appropriate decision for such works.

### 3.3 Confidentiality.

3.3.1 The QAA, and the personnel of either of them shall not, either during the term or within Two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the services, this contract or KIIDC's business or operations without the prior written consent of KIIDC.

### 3.4 QAA's actions requiring KIIDC's Prior Approval

3.4.1 The QAA has to obtain prior written approval from KIIDC

I. For conducting special tests at any recognized laboratories at no extra cost as QAA has to do at its own labs and own the responsibility for the correctness of the report.

II. For engaging any retired / in service government / PSU engineers of Kerala.

### 3.5 Documents Prepared by the QAA shall be the Property of KIIDC.

3.5.1 All plans, drawings, specifications, designs, reports and other documents submitted by the QAA shall remain the property of KIIDC only.

## 4. QAA'S PERSONAL

4.1.1 As per the terms of reference adequate man power shall be deputed on the work site to carryout necessary tests and preparation of reports. The QAA shall depute adequate & properly trained/qualified manpower and other resources at respective locations based on workload and specific requirement. All the liabilities of man power working on the works shall be with QAA, and they shall not be treated as employee or engaged by KIIDC.

## 5. SETTLEMENT OF DISPUTES

5.1.1 Any dispute arising out of this contract, which amicably not settled between the parties, to solve it initially, same, shall be presented only to the department committee comprising MD and Chief Engineer and General Manager concerned and QAA.

## 6. PRICE & PAYMENT SCHEDULE

### 6.1 Consultancy fee:

6.1.1 In consideration of the Quality Assurance services rendered, the QAA shall be paid fee calculated at the rate of the percentage on value of work executed by the contractor in respect of the assigned work.

6.1.2 The value of work executed for this purpose shall be actual value of work executed excluding the Lump sum provisions and taxes.

## 6.2 Taxes

- 6.2.1 KIIDC shall pay GST or other similar taxes on consultancy fee, as applicable from time to time, to the QAA on each payment, over and above the fee specified herein above.
- 6.2.2 The payment of GST or other taxes shall be subject to deduction of tax at source under GST Law or similar law in force in India.

## 6.3 Payment of fee

- 6.3.1 The QAA may raise invoice at the end of each quarter for the value of work executed certified in that quarter. The value of work executed considered for billing purpose in a quarter shall be arrived at by deducting the value of work executed considered in billing by QAA up to the preceding quarter end from the cumulative value of work executed at the end of the current billing quarter. The bill shall be raised only for the work for which certificate of quality assurance has been issued.
- 6.3.2 KIIDC or the funding agency shall make the payment by way of Demand Draft payable in favour of QAA within 15 (fifteen) working days after submitting the invoice by the QAA or providing clarifications, if any sought for, whichever is later. QAA shall furnish any clarification on billing sought by KIIDC or any of its funding agencies.
- 6.3.3 The payment of fee shall be subject to deduction of tax at source under the Income Tax Law prevailing in India.

## 7. INDEMNITY

- 7.1 In case the quality of any work is found inferior to the specification given to Quality assurance QAA, during the Quality check by the State Vigilance department, KIIDC authority, or any other authority the QAA shall indemnify the Government to an extent of total consultancy fee payable for that work and in addition to the above forfeiture of the performance guarantee amount deposited with KIIDC.
- 7.2 Apart from the above the QAA shall also be black listed and shall be made ineligible for getting such tasks/assignments from Government Department for a minimum period of two years and maximum period of 7 years.

## 8. SPECIAL CONDITIONS OF CONTRACT

- 8.1 On the basis of the scope, terms of reference and other conditions contained in the RFP, the special conditions of contract will be included in the contract document on mutual consent.



# APPENDICES



**APPENDIX - A**

(In the letterhead of the bidder)

**FORMAT FOR FINANCIAL BID**

(To be submitted in a separate sealed cover marked ‘Cover B’)

To  
The Managing Director  
Kerala Irrigation Infrastructure Development Corporation Ltd,  
PARVATHY, T C 36 / 1, NH 66 Bypass Service Road,  
Enjackal Jn, Chakai P O, Thiruvananthapuram – 695024,  
Kerala, INDIA.

**BID OFFER**

We, M/s \_\_\_\_\_ hereby offer to render Third Party Quality Control Assurance Agency services for Engineering works of KIIDC as indicated in the Terms of Reference and as per the Terms & Conditions in the RFP document at a fee calculated as .....% (..... percentage *in words*), excluding GST or other applicable taxes, of value of the work executed of the assignment.

Yours faithfully,

Signature\_\_\_\_\_

Full name\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

(Authorized Representative)

(Seal of Bidder)

**Note:**

1. Percentage to be quoted in words and figures
2. Quoted percentage is exclusive of GST or other applicable taxes
3. Payment at quoted percentage will be made on actual value of work excluding LS provision, Taxes etc.,
4. The bidder shall carefully fill the bid offer both in figures and words in terms of percentage. Over writing or correction of errors shall not be permitted.
5. If any difference is found in the bid offer between the percentage given by the bidder in words and figures the lower of the two shall only be considered.
6. The bidder is not allowed to make any alterations to the terms & Conditions. For any such alteration the offer of the bidder is liable for rejection.
7. **If two or more bidders offer the same percentage then selection of bidder will be based on their credentials, performance experience in handling similar projects**
8. Conditional bid/offer will not be accepted.

**APPENDIX– B**
**LIST OF ON GOING KIIFB PROJECTS WITH KIIDC AS SPV.**

Sl. No.	Name of Work	Amount (in crores)	District
1	2	3	4
1	MODERNIZING WATER TRANSPORT IN ALAPPUZHA CANALS	88.937	Alappuzha
2	CONSTRUCTION OF GROYNES AT AMBALAPUZHA	53.358	Alappuzha
3	CONSTRUCTION OF GROYNE FIELD AT KATTOOR FROM CHAINAGE 168.465 TO 171.627 KM (OLD C99.535 KM ) AT ALAPPUZHA DISTRICT	49.859	Alappuzha
4	CONSTRUCTION OF 21nos GROYNE FIELD AT ARATTUPUZHA IN BETWEEN CHAINAGE. 56.600 to 57.800 KM AT ARATTUPUZHA GRAMA PANCHAYATH IN HARIPPAD CONSTITUENCY	28.519	Alappuzha
5	CONSTRUCTION OF 13 nos GROYNE FIELD AT PATHIANKARA IN BETWEEN CHAINAGE. 60.100 to 61.600 KM AT TRIKKUNNAPUZHA GRAMA PANCHAYATH IN HARIPPAD CONSTITUENCY IN ALAPPUZHA DISTRICT	21.635	Alappuzha
6	CONSTRUCTION OF 16 nos GROYNE FIELD AT VATTACHAL IN BETWEEN CHAINAGE. 53.400 to 55.200 KM AT ARATTUPUZHA GRAMA PANCHAYATH IN HARIPPAD CONSTITUENCY	30.67	Alappuzha
7	CHITTOOR - MOOLATHARA RBC - EXTENSION OF MOOLATHARA RIGHT BANK CANAL FROM KORAYAR TO VARATTAYAR	262.1	Palakkad
8	IMPROVEMENT WORKS TO ANTHAKARATHODU IN THRIPIUNITHURA MUNICIPALITY, ERNAKULAM DISTRICT	11.05	Ernakulam
9	CONSTRUCTION OF RCB ACROSS THOOTHARIVER AT KEEZHUMURIKKADAVU - MOTHIKKAYAM IN MOORKKANAD PANCHAYATH OF MALAPPURAM DIST IN MANKADA LAC	7000	Malappuram
10	CONSTRUCTION OF RCB AT KANKA KADAVU ACROSS BHARATHAPUZHA IN KUTTIPPURAM PANCHAYATH	10000	Malappuram
11	CONSTRUCTION OF REGULATOR AT PARAPRAM ACROSS ANJARAKKANDY RIVER IN PINARAYI GRAMA PANCHAYATH IN KANNUR DISTRICT	5000	Kannur



12	CONSTRUCTION OF REGULATOR ACROSS CHALIYAR RIVER AT KALATHUMKADAVU IN NILAMBUR MUNICIPALITY IN NILAMBUR LAC	5000	Malappuram
13	CONSTRUCTION OF RCB UPSTREAM OF PERINCHERI KADAVU ACROSS KUTTIADY RIVER (GULIKAPUZHA) IN KOZHIKODE DISTRICT.	5700	Kozhikode
14	CONSTRUCTION OF REGULATOR CUM BRIDGE ACROSS KUPPAM RIVER AT KOOVERI-KATTAMPALLY IN CHAPPARAPPADAVU PANCHAYATH	26.06	Kannur

## APPENDIX – C

### RELEVANT CODES

S.No.	Description	I.S. No.
<b>A)</b>	List of Indian Standards	
<b>I</b>	<b>CEMENT</b>	
	1. Ordinary and Low heat Portland Cement	269-1989
	2. Pozzolana Portland Cement	1489-1991
<b>II</b>	<b>AGGREGATES</b>	
	1. Aggregates, Coarse & Fine from Natural resource of concrete	383-1970
	2. Sand and Masonry Mortar	2116-1980
	3. Methods of tests for aggregates for concrete Part-I Particles size and shape Part-II Estimation of deleterious Material Organic impurities Part-III	2386-1963
	4. Specification for test sieves Part-I wire cloth test sieves	460-978 Part-I
<b>III</b>	<b>BRICKS</b>	
	1. Common burnt clay building bricks	1077-1992
<b>IV</b>	<b>STEEL</b>	
	1. Mild steel medium tensile steel bars and hard drawn steels wire, concrete reinforcement. Part-I Mild Steel & Medium tensile Steel Bars.	432-1982
	2. High strength deformed steel bars and wires for concrete reinforcement	1986-2008
	3. High Tensile Steel for PSC Pipes	1784-1998(Part-I)
	4. Hand Drawn Wire	432-1982
	5. Bending and Flexing bars for concrete reinforcement	2502-1963
	6. Recommendations for detailing of reinforcement in reinforced concrete works	5525-1960
<b>V</b>	<b>CONCRETE</b>	
	1. Plain and reinforced concrete, code of practice for	456-2000
	2. Laying of situ cement concrete flooring	2571-1970
	3. Sampling and analysis of concrete	1199-1959
<b>VI</b>	<b>MASONRY</b>	
	1. Brick Masonry	2212-1991
	2. Construction of Stone Masonry	1597-1992
<b>VII</b>	<b>PIES AND FITTINGS</b>	
	1. Asbestos Cement pressure pipes	1592-2003
	2. Concrete pipe with & without reinforcement	458-2003
	3. PSC Pipes (including fittings)	1343-1980
	4. Method of tests for concrete pipes	458-1988 3597-1998

S.No.	Description	I.S. No.
	5. Materials for MS Specials	226-1976 & 2062-1999
	6. Specification for MS Special for PSC Pipes	
	7. Specification for steel cylinders reinforced concrete pipes	1916-1989
	8. Methods of tests of concrete pipes	3597-1998
	9. Centrifugally cast (Spun) iron pressure pipes for water gas and sewage including fittings	1536-2001 784-2011
	10. Specifications for centrifugally cast (Spun) SI fitting for Water Gas and Sewage	8329-2000
	11. DI fitting for pipes for water, gas and sewage	9523-2000
	12. Dimensional Requirement of rubber gaskets for mechanical joints and push on joints for use with CIDI Pipes	12820-2004
	13. CI specials for mechanical and push on flexible joints for pressure pipes lines for water and gas sewage	13382-2004
	14. HDPE Pipes	IS 4984-1995
	15. BWSC Pipes	IS 15155-2002
	16. UPVC Pipes	IS 4985-2000
	17. GRP Pipes	IS 12709-1994
	18. Horizontally cast iron double flanged pipes for water, gas and sewage.	7181-1986
	19. Cast iron fittings for pressure pipes for water, gas and sewage	1538-1993
	20. Cast iron detachable joints for use with asbestos cement pressure pipes	8794-1988
	21. a) Rubber rings for jointing CI Pipes, RCC Pipes and AC Pipes b) Rubber rings for jointing PSC Pipes	5382-1969 5382-1985
	22. Rubber rings for jointing AC Pipes with AC Coupling	10292-1988
	23. Pig lead	782-1978
	24. Hemp Yarn	6587-1987
	25. Rubber insertion to be used jointing CIDF pipes	638-1979
	26. Bolts & Nuts to be used in jointing CIDF Pipes	1363-2002
<b>VIII</b>	<b>WATER SUPPLY FITTING</b>	
	1. Sluice valves for water works purposes (50 to 300mm dia size)	780-1984
	2. Sluice valves for water works purposes (300 to 1200mm dia size)	2906-1984
	3. Surface boxes for sluice valves	3950-1979
	4. Manhole covers and frames, cast iron	1726-1991
<b>IX</b>	<b>LAYING OF PIES</b>	
	1. Laying of Asbestos and Cement pressure pipes	6530-1972
	2. Laying of Concrete pipes-I	783-1985

S.No.	Description	I.S. No.
	3. Laying of Cast - Iron Pipes	3114-1994
	4. Laying of PSC Pipes	126of APSS & 783-1985
	5. Laying of PSC Pipes	126of APSS & 783-1985
X	<b>MACHINERY</b>	
	1. Batch type concrete mixer	1791-1985
	2. Sheep foot roller	4616-1968
XI	<b>SAFETY</b>	
	1. Safety for excavation works	3764-1996
	2. Safety code for scaffolds and ladders Part-I scaffolds Part-II- Ladders	3696-1987 (Part-I) 3696-1991(Part II)
XII	<b>Earthwork and formation of SS Tanks</b>	
	1. Method of test of soils for suitability of soil for embankment of SS Tanks	2720-1975 TO 1987 Part-II to XII, XV XVII, XX, XXIX and 1228-1988
	2. Code of practices for drainage system for earth and rock fill dams	9429-1999
	3. Filters materials requirement	9429-1980 & 10379-1982
	4. Earthwork and formation of embankment for SS tanks	Sec.3of APSS Sub. Sec.301-303
	5. Morrum (gravel) bracking to rough stone dry packing and gravelling to top and side slope of bunds 150mm thick	Sub Sec.621 of Sec.VII of APSS TO 307
	6. Rough stone dry packing aprons and revetments	Sub - Sec 621 of Sec.6 of APSS
XIII	<b>Filtration Plants with dual media and tube settlers</b>	
	1. Guide lines for flauculator devices	7208-1992
	2. Guide lines for rapid mixing devices	7090-1985
	3. Recommendations for handing and housing devices for chemicals for water treatment	9222-Part-I, 1990
	4. Requirement for chlorination equipment	10553-1983(Part-I)
	5. Recruitments for setting tank (clarified equipment for water treatment plant)	Part-IV 103131983
	6. Requirement of water filtration equipment	8419-77 Part-I, Part-II-1984

Sl.No.	Brief Description of Item	APSS/MOST.Nos.
1.	Providing gravel base at OMC to obtain 98% proctors	138,1503 to 1505 and 1516 of APSS
2	Providing, laying, spreading and compacting stone aggregates (Graded metal)	108,1506 of APSS
3.	Cleaning of existing WBM SURFACE	502,502.4 of mot
4.	Cleaning of existing BT Surface	502.4.2 of most
5.	Providing and applying black coat over prepared surface	503 of most
6.	Providing and laying Bituminous Macadam	504 of Most
7.	Providing and laying and consolidation of creased stone aggregate as per built up spray Grout.	1507
8.	Providing and laying single coat surface dressing	508
9.	Providing and laying single open graded premix carpet	509
10.	Providing and laying mix seal surfacing	510
11.	Providing laying, consolidation dense bituminous concrete	511
12.	Providing laying BT surface dressing/BT wearing coat	1510
13.	Providing laying bituminous seal coat with 6mm chips	1512
14.	VCC for abutments, piers and wing walls	402 of APSS
15.	VRCC for wearing coat	402,403 of APSS
16.	Providing HYSD Fe 415 grade Bars/Mild steel Fe 250 grade bars	126 of APSS
17.	CRS Masonry for abutment and piers	601,612 of APSS
18.	Flush pointing to CRS masonry	906 of APSS
19.	Collection of material road works	1506 of APSS
20.	CC roads	1515 of APSS

Note: This is only an indicative list of codes that are being followed. QAA shall adopt if required any codes not mentioned above, which is relevant to any subjective work referred to them.