

**INVITATION FOR EXPRESSION OF INTEREST
FOR PROVIDING ARCHITECTURAL-CUM-
STRUCTURAL CONSULTANCY SERVICES AT
KCMMF LTD (MILMA)**

Establishment of

at

KCMMF Units and Regional Milk Unions

No.KCMMF/KHO/PROJ (487)/2022

2022

BRIEF DESCRIPTION / PLAN AREA OF THE INFRASTRUCTURES FOR WHICH DRAWINGS & DESIGNS FROM CONSULTANT ARE REQUIRED:

SL	DESCRIPTION	QTY	UNIT
1	LAND DEVELOPMENT		
a	Land development for	1	LS
2	INDUSTRIAL and NON INDUSTRIAL BUILDINGS		
a	Service Equipment, other buildings.		SqM
3	ROAD AND PAVEMENTS		
a	Concrete roads /Hard Park	1	SqM
4	INTERNAL ELECTRIFICATION		
a	Internal electrification cum street lighting		LS
b	Lighting Fixtures and Fans		LS
5	WATER SUPPLY AND DRAINAGE		
a	UG sump		LS
b	External water supply lines		LS
c	Storm water drainage		LS
d	Rain water harvesting with recharge wells		LS
e	External sanitary line		LS
6	FIRE FIGHTING SYSTEM		
a	Fire hydrant/ Fire suppression system		LS

Note: Above are only brief scope of works. Actual requirements may vary as per project functional / process requirements.

C. SCOPE OF WORKS AND TERMS & CONDITIONS.

1.1 ARCHITECTURAL CUM STRUCTURAL CONSULTANT'S SERVICES -

Scope of works

The Consultant shall take's suggestions, prepare conceptual designs, master layout, project design brief , architectural plan, structural designs, plumbing and sanitation design & drawings. prepare working drawings, drawings for statutory Approval as per requirement of Statutory Authority, nominate and instruct Sub-Consultants (if any) subject to consent of the KCMMF, prepare for the Contractor, four copies of the execution drawings and other particulars and such further details as necessary for the proper execution of the works. The Consultant shall also submit Market rate analysis & specification for tender items or any new or deviated items without any additional cost.

DETAILS OF CONSULTANCY SERVICES:

(a) CONCEPTUAL DESIGN

- I. Furnish site evaluation and analysis report with basic circulation, ventilation & Natural lighting, activity distribution, Hygiene, interaction and external linkages.
- II. Analyze schedule of spaces in relation to activities and site potential.
- III. Prepare conceptual design with reference to requirements and prepare rough estimate of cost on area basis.

(b) PRELIMINARY DESIGN

- I. Modify the conceptual design incorporating required changes as per functional & process requirements; prepare the preliminary drawings and schedule of internal & external finishes, flooring, joinery, water supply , drainage , Internal electrification and other misc works for the Service Recipient's approval along with the preliminary estimate of costs .

(c) DRAWINGS FOR CLIENT/STATUTORY APPROVAL

- I. Prepare drawings for KCMMF /statutory approvals and ensure compliance with codes, standards and legislation, as applicable, along with help of liaison person appointed by Service Recipient.

(d) WORKING DRAWINGS AND TENDER DOCUMENTS

- I. Prepare working drawings, specifications, and schedule of quantities and preparation of estimate of cost based on market rate analysis and tender documents.

(e) CONSTRUCTION

- I. Prepare and issue working drawings and detail for execution of works during construction.
- II. Approve samples of various elements and components.
- III. Check and approve shop drawings submitted by contractors/vendors.
- IV. Visit site of works at periodical intervals as work proceeds and as agreed upon for necessary clarification any decision, offer interpretation of the drawings/specification, attend conferences and meetings

to ensure that the project proceeds generally in accordance with the conditions of the contract and keep the KCMMF informed and render advice on actions, if required with prior approval of KCMMF.

- V. Preparation of 'As built' drawings in two sets after submission of changes done on site by site engineer.

1.2 The Consultant shall analyze and design the reinforced concrete and steel structures and other buildings based on architectural design and those supplied by the equipment suppliers, using the latest technology and latest relevant IS codes. Consultant shall also validate the details of structural supports for equipment and services in Dairy plant , supplied by the equipment supplier with latest IS code and provide the stability certificate for all the civil works without any extra cost. The design of the structures shall be earthquake resistant pursuant to relevant zones and as per the provisions of IS code. A confirmation to this effect should be furnished by the Consultant on the drawings. The design calculations shall be provided by the Consultant to KCMMF at no extra cost, KCMMF reserves the right to get the design proof checked through IIT/NIT/Govt. Institute or any agency nominated by KCMMF for the purpose. The Consultant shall carry out any correction/modifications as suggested by the said agency. Fees paid to such agency shall be recovered from the Consultant If the design is found to be faulty (not able to meet the specified criteria or overdesigned). Further, KCMMF would initiate further action as deemed fit.

1.3 The Consultant shall prepare & submit the detailed estimate & the schedule of quantities based on rates derived through detailed item rate analysis considering the present/ prevailing market rates in consultation with KCMMF of all the items for arriving at the cost estimates to be incorporated in the tenders, for which no additional fee shall be paid. Once Good for Construction (GFC) / Execution drawings are finalized, Consultant shall also furnish the revised cost estimate as detailed above with justification for variation in quantities. To ascertain the basis of cost estimate, Consultant shall also provide detail item rate analysis as per standard engineering practice for each new/ deviated item of works with required supporting documents.

Consultant to appoint Project Manager (Senior Engineer/ Architect with minimum 10 Years' experience in similar projects) who will act as project coordinator from the start of the project to verify all the drawings, deliverables issued to KCMMF . The equipment and services details in 2 D/3 D provided by the Mechanical and Service agencies involved in the project, shall be incorporate in the Civil drawings if required, at no extra cost to the project.

- 1.4 The Consultant shall work out and inform the appropriate quantities of steel and cement required in the structural elements.
- 1.5 Provide supervision during periodical site visits, as and when called for, as defined in the conditions of engagement exclusive of the services enumerated in Clause 2.0. On completion of such supervision, the Consultant shall submit a report on the observations made and recommendations suggested along with their bill for travelling expenses.
- 1.6 The Consultant shall also be responsible for preparation and furnishing working drawings in respect of internal electrical design & drawings, external services, rain water harvesting system, preparation of specifications for demolition works, interior design drawings & detailing, ceiling & paneling interior work, acoustic works, air cooling system for the new and existing buildings, electrification, landscaping etc., if requested in writing by KCMMF as per project requirement, in which case all the terms of this agreement would apply thereto.
- 1.7 The Consultant shall prepare and supply the following as part of consultancy services rendered:
 - (a) Four sets (hard copy) of complete working / execution drawings prepared on AUTOCAD & a soft copy of the same (on CD) giving full details which are necessary for the proper execution of the works (Ammonia print is not accepted)
 - (b) Two sets of final completion (as executed) drawings (hard copy) prepared on AUTOCAD, incorporating changes effected in actual execution & a soft copy of the same (on CD). (Ammonia print is not accepted)
 - (c) Four sets (hard copy) of complete working/execution drawings prepared on AUTOCAD & soft copy of the same on CD as per the requirement and scale for submission to the local municipal /city planning authority.
- 1.8 The Consultant shall on completion of the works supply a set of drawings for preparation of record plans.
- 1.9 Assist and provide necessary help to the project authority in obtaining approval of building plan and all statutory approvals related to structures designed by the Consultant, from local authorities including completion certificate. The statutory fees in this regard shall be paid to consultant.
- 1.10 In the event of the Consultant, required to prepare extra drawing, design work, due to major changes ordered by the KCMMF, damage by fire or natural calamity or for any reasons whatsoever, without the fault of the

Consultant, they shall be paid additional cost incurred upon submission of such supporting documents to the satisfaction of KCMMF. However, minor corrections made by the Consultant at the request of KCMMF shall not attract any additional charges.

1.11 Consultant shall provide 3D drawings prepared by using REVIT/appropriate software for the Conceptual as well as for the Final As Executed building Plans & Elevations for the project. Also Consultant should provide walk through video after approval of conceptual plan with details as under:

- Walk-through video would cover outer view of all the buildings covered under the Master plan, Geography, landscape, Roads & Hard park, Entrance gate complex, Street lighting etc.
- Time Period of coverage of Video: about 90 seconds (1.5 minute).
- Walk through video to show bird eye view.
- Walk through video to cover day and night vision.

1.12 Consultant shall provide **One no. model at project site** against the project after approval of conceptual plans. Specifications of model are as under:

- All buildings should be distinctively visible. Elevation of all 4 sides of the building with colour as per the finishing drawing. This shall be made using imported acrylic plastic. Make- Marga Cipta / Alfablas / Micalite. Thickness minimum 1.5mm.
- Land profile holistically to be done showing all features such as ditch, quarry, hill etc.
- Model to be mounted on plywood sandwiched with 2"thick wooden reapers.
- Model should be viewable from all sides (360 degrees)
- Model should be shown with proper title and legend at a suitable place on the model.
- Dust proof imported 4mm thick transparent acrylic plastic cover should be provided for the model. Make- Marga Cipta / Alfablas / Micalite.
- SS stand to be provided for placing the Model.

1.13 Being typical nature of project, changes during the course of planning, design, detail engineering, execution are inevitable. The Consultant shall incorporate such changes and issue the revised drawing without any delay and within reasonable time period without any extra cost implication to the project.

2.0 SERVICES NOT INCLUDED IN CLAUSE NO. 1 "ARCHITECTURAL-CUM- STRUCTURAL CONSULTANT'S SERVICES - Scope of works"

2.1 Extra charges as may be agreed upon for services not included under Clause 1.0 `Architectural-Cum-Structural Consultant's Services - Scope of works' shall be payable in respect of the following additional services over and above the consultancy fee mentioned in Clause 3.0.

- (a) In advising as to the selection and suitability of sites, negotiation as to sites or buildings.
- (b) In preparing for the use of the KCMMF special drawings for negotiations with ground landlords, adjoining owners etc.
- (c) In amending working drawings or preparing new working drawings approved in writing to give effect to alterations as per the KCMMF's instructions or changes in design due to causes beyond the control of the Consultant, provided no extra charges shall be payable for amending working drawings or preparing new working drawings to give effect to alterations required by other specialists, factory rules and Municipal Authorities and such other Statutory Authorities.
- (d) In negotiations arising from applications in connection with wall, rights to light and other easements, reservations or restrictions.
- (e) Costs of borings or test pits, chemical, mechanical and other tests, required by the Consultant, in the interest of the work, to be carried out before the commencement of the said works.

3.0 FEES

3.1 For Original Works

KCMMF agrees to pay to the Consultant as remuneration for the professional services to be rendered by the Consultant in relation to the said works, in particular for the services herein above mentioned, a fee calculated at the rate as mentioned in section D (Bid Form and schedule of Consultancy Services) on the actual cost of building/ buildings including services for which the Consultant shall provide details, determined on the prevailing plinth area rate mutually agreed upon and subsequently adjusted to the tender cost and then to total cost of civil and structural works executed (for which Consultant has provided the services) for the project which shall be intimated by the KCMMF to Consultant as and when the same is known. The Goods and service tax (GST) shall be indicated separately in the invoices as applicable.

3.2 For Repetitive works with Minor modifications

The Consultant shall be paid @ 0.75% (three fourth percent) of the total cost of civil and structural works executed (for which Consultant has provided the services) which are repetitive, but with minor modifications to be incorporated in the design.

3.3 For Repetitive work

The Consultant shall be paid @ 0.5% (half percent) of the total cost of civil and structural works executed (for which Consultant has provided the services) which are totally repetitive. However, in case of Clauses 3.2 and 3.3, the Consultant shall provide the site plan at no extra charge.

3.4 When the work is executed wholly or in part with old materials, labour or carriage is provided by the KCMMF, the consultancy fee payable to the Consultant shall be calculated as if the works had been executed by supplying all new materials and labours.

3.5 No deduction shall be made from the Consultant's fees on account of penalty, liquidated damages, or other sums withheld from payment to Contractors. Also, no addition shall be made on the fees on account of bonus, if any paid to Contractors. However, escalation, if any paid to the Contractors shall be considered while calculating fees.

3.6 Progress Payments

The Service Recipient shall pay to the Consultant, the fee in the following manner:

- (a) On the completion of sketch designs and their approval by the KCMMF 25% of the total fees payable according to estimated cost of civil & structural works for which the Consultant has provided the services and submission of Walk through video as per clause 1.11.
- (b) On completion of tender drawings and other particulars required for preparing schedule of quantities and their approval by the KCMMF, further 25% of the total fees payable according to the estimated cost of civil & structural works for which the Consultant has provided the services.
- (c) On the completion of working / execution drawings further 25% of the total fees payable according to the estimated cost of civil & structural works/Civil works PO value, whichever is less for which the Consultant has provided the services.

- (d) The remaining 25% shall be paid in installments as building work progresses consistent with the value of the said works and the final payment shall be made in accordance with and on the basis of the cost of the executed works as provided in Clause 3.0.
- 3.7 The GST as applicable shall be paid along with their stage wise bills as per aforesaid Clause 3.6 on production of a copy of registration of the Consultant with GSTIN (Goods & Service Tax Identification Number).
- 3.8 The Consultant shall prepare and submit all the bills, in triplicate, in favor of;

4.0 TRAVELLING EXPENSES

- 4.1 The Consultants shall be paid for their travel outside their Headquarters as follows:
 - (a) For Partners, Associates, Senior Consultants - as per clause D (BID FORM AND SCHEDULE OF CONSULTANCY SERVICE FEE.
 - (b) For the other staff - as per clause D (BID FORM AND SCHEDULE OF CONSULTANCY SERVICE FEE.
- 4.2 Payments against the travelling expenses shall be reimbursed on submission of bill and visit report of the observations, as stated in clause 1.5.

5.0 DRAWINGS

- 5.1 Apart from the four copies of the execution drawings and two copy each of completion (as executed) drawings referred in Clause 1.0 above, the Consultant shall supply additional copies of all drawings without any extra cost to the KCMMF for submission to the various local authorities like Municipality, Factory Inspectorate etc., as per the requirement of Statutory Authorities.

6.0 TIME LIMIT FOR COMPLETION OF DRAWINGS & LIQUIDATED DAMAGES FOR DELAY IN ISSUANCE OF DRAWINGS:

- 6.1 On signing the agreement, the Consultant shall prepare a time schedule for completion of the drawings in consultation with the KCMMF. This time schedule shall be strictly adhered to by the Consultant. The Consultant will be responsible for the claims raised by the Constructing Agencies / KCMMF for delay in supply of required drawings.

If Consultant shall fail to provide the consultancy services within the time prescribed in the work order/ agreement, then the Consultant shall pay to the Service Recipient the sum at the rate of 0.5% (zero point five percent) of the amended up-to date total contract cost as liquidated damages for such default and not as a penalty for each completed week (week comprising of 7 days including holidays and any incomplete week shall be ignored for the calculation of liquidate damages) which shall elapse between the time prescribed in the work order/agreement and the date of certified completion of the particular works. The KCMMF may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the consultant. The payment or deduction of such damages shall not relieve the Consultant from his obligation to provide the consultancy services, or from any other of his obligations and liabilities under the contract.

The aggregate maximum of the liquidated damages payable to the KCMMF under this clause shall be subject to a maximum of 10% (ten percent) of the total order/contract cost (i.e. value indicated in letter of acceptance or any subsequent amendment, accepted by Consultant

7.0 CONDITIONS OF ENGAGEMENT

- 7.1 The Consultant shall visit the site for inspection at the instance of the KCMMF, to check that the works are being executed generally in accordance with the drawings and the specified quality of finish is being obtained, but constant supervision does not form part of the duties undertaken by them. The KCMMF will ensure that work is carried out strictly in accordance with the Consultants drawings and specifications once they have been approved and accepted.
- 7.2 The engagement of other Consultants shall be at the Architectural - cum - Structural Consultant's discretion in agreement with the KCMMF. The other Consultants so engaged by the Architectural-cum-Structural Consultant with the approval of the KCMMF shall be paid by the Consultants at his own cost.
- 7.3 The agreement entered into between the Consultant and the KCMMF may be terminated at any time by either party upon three months' prior written notice.
- 7.4 Copyright of all drawings originally developed by the Consultant for the purpose of this agreement will remain their intellectual property.

8.0 USE OF DRAWINGS AND DOCUMENTS

8.1 On occasion of death of the Consultant or his becoming incapacitated from acting as Consultants as aforesaid, the KCMMF may make full use of all or any drawings, estimate or other documents prepared by the Consultant, after payment for the same in full as provided herein.

9.0 SUBLETTING

9.1 That the KCMMF and the Consultant bind themselves, their partners, successors in interest, executors, administrators and assignees if any, to this agreement and to the partners, successors in interest, executors, administrators and assignees of such other party, in respect of all covenants of this agreement.

9.2 Except as above, neither the KCMMF nor the Consultant shall assign, sublet or transfer their interest in this agreement without the written consent of the other.

10.0 PARTIAL SERVICES

10.1 In case where the Consultant perform partial services for any reason, including the abandonment, deferment, substitution or omission of any project and / or works, or part thereof, or if the services of the Consultant are terminated, the consultancy fee in respect of the services performed shall be as per Clause 3.0.

11.0 PROFESSIONAL INDEMNITY/ LIABILITY INSURANCE

The Consultant shall obtain and submit to the KCMMF, a Professional Indemnity/ Liability Insurance within 30 days from the date of work order. The value of the same should be 110% of the consulting charges with ratio of incidence as 1:1 and the same should be valid till completion of the project including defect liability period for which services are to be provided by the consultant.

12.0 COMPLIANCES

Consultant shall take note of guidelines and relevant instructions of KCMMF as applicable to the subject matter of the advice/service to be rendered by the Consultant and required to be complied with.

Consultant shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of KCMMF, while rendering any advice or service. Consultant must act, at all times, in the interest of

KCMMF and render any advice/service with professional integrity. The Consultant is expected to undertake an assignment/project, only in areas of its expertise and where it has capability to deliver efficient and effective advice/services to the KCMMF.

Consultant shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/bidders, while rendering any advice/service to the KCMMF, in regard with matters related to selection of technology and determination of design and specifications of the subject matter.

Consultant shall comply with Tax laws, Labour laws, applicable cess and levies and all statutory provisions and law applicable to the present contract and shall comply with entire laws of the land without fail.

Consultant shall fully cooperate with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of contractual obligations by the Consultant.

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or operations without the prior written consent of the KCMMF. In case of 3rd party information gathered in execution of the project, similar confidentiality shall be maintained.

13.0 ARBITRATION

In the event of any question, dispute, differences arising what so ever between the parties to this Agreement out of or relating to the interpretation or operation or effect of this Agreement, the same shall be settled amicably by the parties. If the parties are unable to settle such dispute amicably, the same shall be referred to sole arbitrator to be appointed by KCMMF. The arbitral proceedings shall be governed under the provisions of The Arbitration and Conciliation Act, 1996 or any amendments thereof from time to time and the Award passed by the Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be at Thiruvananthapuram and the courts at Thiruvananthapuram shall have exclusive jurisdiction to entertain any disputes arising out of this Agreement. The arbitration proceedings shall be in English.

D: FORM AND SCHEDULE OF CONSULTANCY SERVICE FEE

Sr. No.	Brief description of the services	Fee in Rs.
1.	Fee for Architectural - cum - Structural design consultancy services as per the scope of works mentioned under clause 1.0 (Estimated value of Civil & Structural Works for which services of Consultant are required)	Fee in % of the estimated value of works i.e. ____ % of estimated value of Civil & Structural Works, amounting to Rs. _____ which is subject to subsequent adjustment as per Clause 3.0 (Fees) GST @ ____ % Total amount in Rs. _____ inclusive of GST.
2.	Traveling expenses (TA, DA, Lodging, incidental, accommodation) for project site visit of Partners, Associates and Senior Consultants.	Basic rate Rs. _____ per visit per person GST @ ____ % Total amount in Rs. _____ inclusive of GST, per visit per person.
3.	- do- as per sr. no. 2 but for other staff of the Consultant for Project Site visit.	Basic rate Rs. _____ per visit per person. GST @ ____ % Total amount in Rs. _____ inclusive of GST, per visit per person.
4.	Traveling expenses (TA, DA, Lodging, incidental, and accommodation) for KCMMF HO, Thiruvananthapuram visit of Partners, Associates and Senior Consultants.	Basic rate Rs. _____ per visit per person. GST @ ____ % Total amount in Rs. _____ inclusive of GST, per visit per person.

5.	- do- as per sr no. 4 but for other staff of the Consultant for Visit to KCMMF HO , Thiruvananthapuram.	Basic rate Rs. _____ per visit per person. GST @ ____ % Total amount in Rs. _____ inclusive of GST, per visit per person.
6.	Cost of providing model at project site as per Clause no. C-1.12 in Scale (1:200)	Basic rate Rs. _____ per model. GST @ ____ % Total amount in Rs. _____ inclusive of GST, per model.

Note:

1. The validity of the offer is **120 days** from the date of opening of bids.
2. KCMMF at its own discretion and without assigning any reason thereof reserves the right to accept or reject any or all bids. KCMMF also does not bind itself to accept the lowest bid.
3. The evaluation of bids shall be done based on the estimated value of civil and structural works for which services of consultant are envisaged. The number of site visit for comparison of bids shall be considered as follows.
 - a. For Partners, Associates, Senior Consultants for project site – 6 nos.
 - b. For other staff for project site – 10 nos.
 - c. For Partners, Associates, Senior Consultants for KCMMF HO Thiruvananthapuram – 3 nos.
 - d. For other staff for KCMMF HO Thiruvananthapuram – 3 nos.

However, the actual nos. of site visit may vary on either side as per site requirement. The quoted travelling expense (as per Clause no. D) shall remain fixed throughout the duration of contract period irrespective of change in number of visits.

4. The Consultant shall furnish the copy of their GST registration.

Tender shall be submitted in sealed covers super scribing the name of the tender as Tender No. KCMMF/KHO/PROJ (487)/2022 dated 07.05.2022" and shall contain the following.

- a. Complete set of EOI documents as issued by KCMMF Ltd, together with addenda/corrigenda if any, filled in and signed by the tenderer, with address stamps/seals wherever stipulated.
- b. Earnest money deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) and Cost of tender in the form of crossed demand draft drawn in favour of, "The Managing Director, Kerala Co-Operative Milk Marketing Federation Ltd payable at Thiruvananthapuram.
- c. Tender Fee Rs.2950/- (inclusive of GST)
- d. Performance security - 5% of the total tender value for a period of completion of work.

The offer shall be valid for a period of 30 days from the date of opening of the tender. Tender not accompanied by Demand Drafts for Cost of tender and E.M.D. shall be rejected as non-responsive.