



# Jharkhand Industrial Infrastructure Development Corporation (JIIDCO)

(A Govt. of Jharkhand Undertaking)

5<sup>th</sup> Floor, Udyog Bhawan, Ratu road, Ranchi – 834001 (Jharkhand)

e-mail- [jiidcoltd@gmail.com](mailto:jiidcoltd@gmail.com)

[www.jiidco.co.in](http://www.jiidco.co.in)

Phone no. 0651-3512851

CIN U45208JH2004GOI011078

## RFP DOCUMENT

### INTERDUCTION

1. JIIDCO invites proposals from eligible consultants of BCD Jharkhand of national & International repute for preparation of Feasibility Report & Detailed Project Report (DPR) and Comprehensive design services for Development of (i) Construction of Logistic Park at Village-Tetla, Block-Potka, Dist-East Singhbhum, State-Jharkhand (ii) Construction of Logistic Park at Village-Gopalganj, Block- Nirsha, Dist- Dhanbad, State-Jharkhand (iii) Remaining works of existing industrial area, Kulhi.

i	RFP Availability start date	04.10.2022 at 11:00 A.M.
ii	Cost of RFP (Demand draft, non-refundable)	DD of Rs. 5000.00 (Rs. Five thousand) in favour of JIIDCO payable at Ranchi from any Nationalized bank.
iii	Earnst Money Deposit (EMD)	Rs. 1,00,000.00 (Rs. One lakh) as DD/BG of Nationalize bank or TDR/NSC of Post office and pledged in favour of M.D.JIIDCO.
iv	Contact Details	Executive Engineer, Jharkhand Industrial Infrastructure Development Corporation (JIIDCO) Limited. (5 <sup>th</sup> floor, Udyog Bhawan, Ratu road, Ranchi-834001) Email: <a href="mailto:jiidcoltd@gmail.com">jiidcoltd@gmail.com</a> , Website: <a href="http://www.jiidco.co.in">www.jiidco.co.in</a>
v	Last date of submission of RFP (Bid)	11.10.2022 at 11:00 A.M.
vi	Opening of RFP (Bid)	11.10.2022 at 11:30 A.M.
vii	Power Point Presentation date	11.10.2022 at 3:00 PM. in the office of M.D. JIIDCO-cum-Director of Industries, 5 <sup>th</sup> floor, Udyog Bhawan, Ratu road, Ranchi-834001

### 2. BRIEF SCOPE OF WORK

- (i) The consultant will be required to analyze the feasibility of (i) Construction of Logistic Park at Village-Tetla, Block-Potka, Dist-East Singhbhum, State-Jharkhand (ii) Construction of Logistic Park at Village-Gopalganj, Block- Nirsha, Dist- Dhanbad, State-Jharkhand (iii) Remaining works of existing industrial area, Kulhi and prepare the Detailed Project Report after visiting the site.
- (ii) Consultancy charges will be paid after approval of DPR and as per BCD Govt. of Jharkhand approved rate.

### 3. ELIGIBILITY CRITERIA (MINIMUM QUALIFICATION CRITERIA)

#### 3.1 Work Experience / Technical Eligibility

The Bidders eligible for participating in the Assignment should have undertaken and completed Architectural and allied Engineering Consultancy Services with in-house facilities and should have capabilities for architectural, structural and MEP design works, for preparation of Detailed Project Report and submission of detailed design drawings. The bidder should have satisfactorily completed Architectural and allied Engineering Consultancy services in INDIA during the last seven years as per the following requirements:

Architectural and allied Engineering Consultancy services for at least one similar work costing of INR 50 Crore.

or

Architectural and allied Engineering Consultancy services for two similar works of INR 35 Crore each.

or

Architectural and allied Engineering Consultancy services for three similar works of INR 20 Crore each.

‘Similar Work’ shall mean Architectural and allied Engineering consultancy services for a project comprising of building works with all necessary MEP services, landscaping works, roadwork, electrical substations, and other services.

The work undertaken for building construction and allied works can be under any Government Organization/ Public Sector Units/ Autonomous bodies of Central or State Governments/ Universities.

**Note:**

I Bidder shall submit of copies of Work order/ Agreement and completion certificate issued by the client. In absence of these certificates the assignment will not be considered.

II Ongoing works will be considered for evaluation based on the certificate from the client stating clearly that the value of work completed exceeds the limits specified at 1.1 above. Such client certificate shall include the value of work completed with description of the project.

a. SPECIAL CLAUSE

- i. The bidder should have successfully completed at least 1 No. (One) Industrial Complex having a minimum land area of 15 Acre in the last 10 years and having Pre-engineered Building/RCC buildings for Government Organization/ Public Sector Units/ Autonomous bodies of Central or State Governments/ Universities and Reputed Private organizations.

1.3 FINANCIAL TURNOVER

- i. Should have an average annual turnover of at least INR 1.00 Crores in the last three financial years (2019-2020, 2020-2021 and 2021-22) from Consultancy Services.
- ii. The firm should not have posted losses during last three financial years- Profit & Loss account during last three years.
- iii. Latest Bank Solvency certificate from a scheduled bank (to be submitted bid INR- 40 lakhs

**4. SUBMISSION OF RFP**

**4.1. The consultant shall submit the tenders in following manner:**

4.1.1. Envelope A:

4.1.1.1. Document cost Rs. 5,000/- (Rs. Five thousand) in form of Demand Draft (DD) in favour of JIIDCO payable at Ranchi.

4.1.1.2. Firm registration details, GST registration and PAN details.

4.1.1.3. Certificate for registration with Council of Architecture.

4.1.1.4. Details of offices and set ups along with equipments and software.

4.1.1.5. Details of completed similar projects.

4.1.1.6. Details of ongoing similar projects.

4.1.1.7. List of key personnel in the firm.

4.1.1.8. Details of financial turnover as per eligibility conditions.

**4.2.** The RFP should reach before the last time and date of submission as mentioned in the document. Late proposals will be summarily rejected.

**SELECTION PROCESS:** The selection of consultant firm/company will be made by selection committee headed by the chief Engineer, JIIDCO, Ranchi on the following ground: registered architect/consultancy firm having.

- a. Turnover of consultancy charges of executed project.
- b. Experience of executed project.
- c. Man power of consultancy/architect firm etc.
- d. Powder point presentation of the project.
- e. JIIDCO will have the right to distribute the work among successful bidders.

**5. PAYMENT TERMS & CONDITIONS**

Consultancy charges will be paid as per present approved rate of BCD Govt. of Jharkhand prevalent notification.

**6. CONFIDENTIALITY**

- i. As used herein, the term “confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the bidder in rendering the services hereunder are the confidential information of the bidder.
- ii. The bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.
- iii. At all time of the performance of the services, the bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The bidder should note that before any of its employees or assignees is given access to the confidential information, each such employee and assigness shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- iv. The bidder should not disclose to any other party and keep confidential the terms and conditions of this contract agreement any amendment hereof and any attachment or annexure hereof.
- v. The obligations of confidentiality under this section shall survive rejection of the contract.

**7. PUBLICITY**

Any publicity by the bidder containing the name of JIIDCO should be done only with the explicit written permission from JIIDCO.

**8. EXECUTION OF THE AGREEMENT**

Agreement should made in F2 agreement form with T&C along with S.D. of Rs. 1,00,000.00 within 07 days of issue of LOA. After agreement DPR will be submitted within one week.

**9. DURATION OF CONTRACT**

The contract shall initially be valid for a period of three years till the completion of project bearing from the signing of the agreement/contract.

## **10. TERMS AND CONDITIONS: APPLICABLE POST AWARD OF CONTRACT**

### **10.1. Termination Clause**

- a. JIIDCO may, without prejudice to any other remedy for breach of contract by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 60 days is given to the selected bidder to rectify the breach):
  - i. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract or any extension thereof granted by JIIDCO or
  - ii. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof or
  - iii. If the selected bidder in the judgment of JIIDCO, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - iv. If the selected bidder commits breach of any condition of the contract.
  - v. If JIIDCO terminates the contract in whole or in part amount of performance guarantee shall be forfeited.

### **10.2. Termination for Default**

- a. JIIDCO may without prejudice to any other remedy for breach of contract by a written notice of default of at least 60 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 90 days is given to the selected bidder to rectify the breach).
- b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract or any extension thereof granted by JIIDCO or
- c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof of
- d. If the selected bidder in the judgment of JIIDCO is found to be engaged in corrupt fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e. If the selected bidder commits breach of any condition of the contract.
- f. If JIIDCO terminates the contact in whole or in part amount of performance guarantee shall be forfeited.

### **10.3. Termination for Insolvency**

JIIDCO may at any time terminate the contract by giving a written notice of a least 60 days to the selected bidder if the selected bidder becomes bankrupt or otherwise insolvent. In such event termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JIIDCO.

### **10.4. Termination for Convenience**

- a. JIIDCO by a written notice of at least 60 days sent to the selected bidder may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for JIIDCO'S convenience, the extent to which performance of the selected bidder under the contract is terminated, and the date upon which such termination becomes effective.
- b. In such case JIIDCO will pay for all the pending invoices as well as the work done till that date by the consultant.

- c. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- d. Limitation of liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this agreement.

#### **10.5. Termination by JIIDCO**

- a. JIIDCO may by not less than 60 days written notice of termination to the technical bidder, such notice to be given after the occurrence of any of the events, terminate this agreement if:
  - i. The selected bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as JIIDCO may have subsequently granted in writing.
  - ii. The selected bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
  - iii. The selected bidder fails to comply with any final decision reached as a result of the dispute resolution mechanism/proceedings.
  - iv. The selected bidder submits to JIIDCO a statement which has a material effect on the rights, obligations or interests of JIIDCO and which the selected bidder knows to be false.
- b. Any document, information, data or statement submitted by the in its proposals, based on which the selected bidder was considered eligible or successful, is found to be false, incorrect or misleading or as the result of force majeure, the selected bidder is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- c. If JIIDCO would like to terminate the contract for reasons not attributable to the selected bidders performance they will need to clear all invoices for the services up to the date of their notice along with 01 month fee pro-rata fee out of the total fee.
- d. If JIIDCO would like to terminate the contract for reasons attributable related to the selected bidder's performance, the government will give a rectification notice for 03 months to the consultant/advisor in writing with specific observations and instructions.

#### **10.6. Termination by the selected bidder**

- a. The selected bidder may by not less than 60 days written notice to JIIDCO, such notice to be given after the occurrence of any of the events, terminate this agreement if:
  - i. JIIDCO is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty-five (45) days (or such longer

period as the technical consultant may have subsequently agreed in writing) following the receipt by JIIDCO of the selected bidder's notice specifying such breach.

- ii. If there are more than 02 unpaid invoices and JIIDCO fails to remedy the same within 45 days of the submission of the last unpaid invoice.
- iii. As the result of force majeure, the selected bidder is unable to perform a material portion of the services for a period of not less than sixty (60) days or
- iv. JIIDCO fails to comply with any final decision reached as a result of the dispute resolution mechanism/proceedings.
- v. Upon termination of this agreement all pending payments due till the date of the termination of the contract will be made by JIIDCO to the selected bidder within 30 days of the contract termination.

#### **10.7. Consequences of termination**

- a. In the event of termination of the contract due to any cause whatsoever, [whether consequent to the stipulated term of the contract or otherwise], JIIDCO shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services(s) which the vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor vendor to take over the obligations of the erstwhile vendor in relation to the execution/continued execution of the scope of the contract.
- b. Nothing herein shall restrict the right of JIIDCO to invoke JIIDCO guarantee and other guarantees, securities furnished, enforce the deed of indemnity and pursue such other rights and/or remedies that may be available JIIDCO under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **10.8. Liquidated damages**

- a. Notwithstanding JIIDCO'S right to cancel the order, liquidated damages (LD) for late delivery at 1% (one percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No damage will be charged in case of force measure beyond control of the bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. JIIDCO reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by JIIDCO to the bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the monthly professional fee. The aggregate liability of the consultant/advisor shall in no event exceed the total value of the fee received under this contract.

Sd/-  
Executive Engineer  
JIIDCO, Ranchi