

Defining the Future

#### Kerala Infrastructure Investment Fund Board (KIIFB)

RFP No. FA-4/20/2017/KIIFB

Thiruvananthapuram 10-03-2017

#### **E-Tender Invitation**

- 1. The Kerala Infrastructure Investment Fund Board (KIIFB) invites bids under two- cover bid system comprising of technical and financial bids for the selection of Consultant on behalf of Kerala State Film Development Corporation Ltd. for the preparation of 3 DPRs for the projects of Cultural Affairs Department, Government of Kerala. Interested and qualified agencies are requested to bid only through the etender portal of Government of Kerala (<a href="http://etenders.kerala.gov.in">http://etenders.kerala.gov.in</a>).
- 2. Details of the bid submission date and time are provided in the RFP which is available in the e-tender portal as well as the following websites. www.kiifb.kerala.gov.in, www.finance.kerala.gov.in, www.ksfdc.in.
- 3. For any queries/ clarifications regarding the project the bidders may contact the Managing Director, K.S.F.D.C. @ 9446463700 or ksfdcltd@gmail.com.

ANIE JULA THOMAS

Joint Fund Manager Kerala Infrastructure Investment Fund Board



Defining the Future

#### KERALA INFRASTRUCTURE INVESTMENT FUND BOARD

(A Statutory Body under Finance Department, Government of Kerala)

### TENDER NOTIFICATION REQUEST FOR PROPOSAL

#### **FOR**

Selection of Consultant for preparation of Detailed Project Reports for:

- a) Development and construction of Cultural Complexes in all Districts of Kerala under the Cultural Affairs Department.
- b) Development and expansion of Chithranjali Studio, Thiruvananthapuram into a film city under Kerala State Film Development Corporation Ltd.
- c) Development and construction of a Multipurpose Film Festival Complex at Chitranjali Studio, Thiruvananthapuram, for the Kerala State Chalachithra Academy.

Place: Thiruvananthapuram

Date: 10th March, 2017

#### PART I GENERAL INFORMATION

#### 1. Background

1.1 The Cultural Affairs Department, Government of Kerala is engaged in and primarily responsible for, various activities and projects preserving and promoting Kerala's unique culture. Cultural Kerala, worldwide popular as God's Own Country has a rich heritage with a lot of unique festivals, ethnic values and art forms. Geographically, though Kerala occupies a small part of South India, it is noted for its cultural heritage which includes art, literature and dance forms. Among other art forms, films also play a significant role in weaving the cultural fabric of the state. Kerala is the most film literate state in the country. The Malayalam film industry has registered robust growth in recent years, when the country as a whole is witnessing more than 14% annual growth in entertainment industry. This calls for massive investment in infrastructure for the culture and the film industry. Two major institutions functioning under Cultural Affairs Department and aimed at promotion of film industry and film culture in the state are Kerala State Film Development Corporation Limited (KSFDC) (www.ksfdc.in) and Kerala State Chalachithra Academy (KSCA) (www.keralafilm.com). It is in this context that Cultural Affairs Department along with the above two major institutions functioning under it are proposing the following projects:

# a) Project 1: Development and construction of Cultural Complexes in all Districts of Kerala under the Cultural Affairs Department.

Even though Kerala is rich in its art and culture heritage, opportunities with respect to its promotion, performance, dissipation and discussion are limited. A careful analysis has resulted in the formulation of a proposal to establish cultural complexes in every district. These complexes will provide an over view of cultural characteristics and disseminate information about specific cultural practices which will help to increase cultural knowledge. Therefore, it is proposed to establish Kerala renaissance cultural complexes in all the District Headquarters in 3.5 to 5 acres' of land. These cultural complexes will consist of Opera House, Cinema Theatre, Music Hall, Theatre stages, Art Gallery, Book Shops, Seminar Halls, Crafts and Craftsmen shops, Related facilities for cultural activities, Work Shops for Sculptures and artisans, Drama rehearsal facility and short term residential facilities for artists and writers etc. These centres have to be in accordance with the availability of space. The designed estimated cost of each cultural complex will be Rs. 50 crore. The total expenditure is expected as Rs 700 crore.

#### b) Project 2: Development and Expansion of Chithranjali Studio, Thiruvananthapuram into a film city under Kerala State Film Development Corporation Ltd

For the overall development of film industry, Chitranjali Studio, the first public sector film studio in the country, under the Kerala State Film Development Corporation Ltd (KSFDC) was commissioned in 1980. The studio was instrumental in bringing the Malayalam film productions into the soil of Kerala, partially achieving the biggest objective behind setting up this studio. But over the years it could not modernize its studio facilities in tune with the rapid changes in the technology for film production due to lack of funds for infrastructure development. A careful analysis of the state of the studio has helped to formulate a Film City Proposal to be implemented with Government funding.

The film city proposal envisages the setting up/ procuring of many new facilities essential for productions like high end digital cameras, state of the art outdoor units, ATMOS 3D mixing studio, multipurpose sets, entertainment cum theme parks, film museum, theaters, hotels etc. with an investment of nearly Rs.150 CRORES or more. Most importantly it envisages setting up of various sets for shooting which takes into account the locational advantage of the studio and the extent of land at its command. Setting up of these facilities and sets in the frame work of a film city will make Chitranjali Studio the most sought after film city for Malayalam films. This will place KSFDC on a trajectory of continuous profit and capacitate it to make its own investment for timely modernization for the benefit of film industry.

#### c) Project 3: development and construction of a Multipurpose Film Festival Complex at Chitranjali Studio, Thiruvananthapuram, for the Kerala State Chalachithra Academy.

In 1994 in a path breaking move the Kerala State Government organized the First International Film Festival at Calicut, Kerala. Today 20 years later, the International Film Festival of Kerala is a social phenomenon in the cultural landscape of Kerala. In December, delegates from all over Kerala, India and the world congregate in the capital city Trivandrum. This festival has transformed the film viewing public in Kerala. The Kerala State Chalachitra Academy conducts other festivals throughout the year including the International Short & Documentary Film Festival of Kerala, National Film Festival etc. So it was thought envisaged to have a world class multi-purpose film festival complex in 10 to 15 acres at Chitranjali Studio, Thiruvallam, Trivandrum with modern screening, convention centre, cultural performance facilities, and open air theatre auditoriums to accommodate about 12000 persons, a full-fledged office for the Kerala State Chalachitra Academy, film archive for the storage of films, library and research centre, preview rooms, media and seminar rooms, cafes, residential block etc. The total project cost is expected to be Rs 100 crore.

In this background, Cultural Affairs Department, Government of Kerala, KSFDC and KSCA has the following objectives in respect of the 3 projects:-

#### Project-1

- (i) To construct Kerala renaissance Cultural Complexes in 14 districts of Kerala.
- (ii) These cultural complexes will consist of Opera House, cinema Theatre, Music Hall, Theatre stages, Art Gallery, Book Shops, Seminar Halls, Crafts and Craftsmen shops, Related facilities for cultural activities, Workshops for sculptures and artisans, Drama rehearsal facility and short term residential facilities for artists and writers etc.
- (iii) To add infrastructure in the forms of stages, galleries, seminar halls, theatre museum, open air auditorium, stay facilities etc.
- (iv) To attract cultural and art forms to develop cultural Kerala into an entertainment hub with amenities' for public entertainment and opportunities for artists.
- (v) For Co-ordinating and fostering cultural fields such as music, drama, literature, fine arts etc.

#### Project 2

- (i) To make Chitranjali studio the most sought after film city by improvement of infrastructure not only for Malayalam films but for the whole world.
- (ii) To add infrastructure in the form of stay facilities, cottages, removable and re-adjustable sets, sound recording/mixing studios, digital intermediate suites, theatres, preview theatres, film museum and archives, shooting floors, computer graphic suites, animation studios, digital archives and online releasing facility, modern cameras, lights, cafeteria, children's park, open air auditoriums, light and sound show facilities, theme parks etc
- (iii) To attract other language film as well.
- (iv) To turn around KSFDC by overcoming accumulated loss and to place the company on a trajectory of continuous profit.
- (v) To develop Chitranjali into an entertainment hub with amenities for public entertainment.

#### Project-3

- 1. To construct World Class Multi-Purpose Film Festival Complex to attract Film Makers and Audiences from all over the World by conducting various National and International Film Festivals, Documentary and Short Film Festivals, etc.
- 2. Film Research Centre, Film Archive and Library.
- 3. Academic Infrastructure for the study of Malayalam Cinema by providing all amenities under International standard.

- 1.2 With a view to meet the above objectives, the Cultural Affairs Department, Kerala State Chalachithra Academy and Kerala State Film Development Corporation (herein after referred to singularly as "the Client" and collectively as "the Clients") have entrusted Kerala Infrastructure Investment Fund Board (herein after referred to as "KIIFB") as the agency for selection of Consultants for the Clients. The Clients have decided to appoint a Consultant or Consultancy Firm/Agency (hereinafter referred to as "Consultant") with experience in the field of providing consultancy service for the preparation of Detailed Project Reports for the above-mentioned projects through a competitive and transparent bidding process. The schedule of selection process is given in Table-1 of Annexure-I.
- 1.3, Kerala Infrastructure Investment Fund Board requests Proposals (hereinafter referred to as Request for Proposal or 'RFP') from qualified firms interested in providing professional consultancy and advisory services to the Kerala State Film Development Corporation Limited (KSFDC) (determined as the nodal agency/Special Purpose Vehicle for the Clients) for the preparation of separate Detailed Project Reports for the three projects mentioned above. The details of procuring entity & venue of bid opening are given in Table-2 of Annexure-I.
- 1.4 Accordingly, bids from Consultants satisfying the following criteria are invited to submit their bids through the e-procurement portal of Government of Kerala:
  - i. Should have a minimum of 10 years' experience in the field of providing consultancy service for Culture Complexes, Film Cities, Film Festival Complexes, Convention Centres Commercial Complexes and Entertainment Parks for or on behalf of the State or Central Government / other State Governments/ Government PSEs or PSUs / LSGIs/ non-government organizations or private organization of repute. Should have completed 3 such Eligible Assignments having an estimated capital cost (excluding land) of at least Rs.100 crore in the last 5 years.
  - ii. Should have an annual turnover of not less than Rs.1crore from consultancy fee for similar projects in each of the last 3 financial years 2013-14, 2014-15, 2015-16 or at least Rs.3crores in total for these years.

#### 2. Access to RFP documents

RFP documents can be downloaded from the E-procurement portal of Government of Kerala, the official websites of the Clients and KIIFB from 10-03-2017 onwards.

#### 3. Brief description of the selection process

KIIFB will adopt a two stage selection process (collectively the "selection process") in evaluating the proposal comprising technical and financial bids. The selection of the Consultant will be made on the basis of Quality-cum-Cost Based Selection (QCBS) method.

In the first stage, a preliminary technical evaluation will be carried out. Based on this evaluation, a list of short listed bidders shall be prepared. Accordingly the technically qualified bidders shall be called for a presentation and selection interview wherein all the members of the proposed team shall also be present. Performance in the presentation and selection interview will be reckoned in determining the final technical scores. A minimum of 60% (Sixty Percentage) of the total technical score of 1000 is required for getting shortlisted for opening the financial bid. The highest technical bid will be assigned a score of 100 (One Hundred) points and the scores of other bids will be proportionately assigned.

Each of the Project Key Personnel must score a minimum of 60% marks. A proposal shall be rejected if the Team Leader scores less than 60% or any 2 of the Project Key Personnel scores less than 60%. In case the selected applicant has one key person, other than the team leader, who scores less than 60% marks he should have to be replaced during negotiations, with a better candidate who in the opinion of the authority would score 60% or above

In the second stage, a financial evaluation will be carried out. The lowest financial bid will be assigned a score of 100 (One Hundred) points and the scores of other bids will be proportionally assigned. A weightage in the ratio 70:30 will be assigned for the technical and financial bids, respectively. Proposals will finally be ranked according to their combined technical and financial scores. The bidder with the highest combined score will be the first ranked bidder (hereinafter referred to as "the selected bidder") who shall be called for negotiation, if necessary, while the second ranked bidder will be kept in reserve.

#### 4. Amendment of RFP

If it becomes necessary to revise any part of this RFP or if additional data are deemed necessary for an exact interpretation of provisions of this RFP prior to the due date for receipt of proposals, notification will not be published through newspapers and further changes will be updated only on the designated websites only. If such issuance is necessary, KIIFB reserves the right to extend the due date for accepting Bids to accommodate such interpretations or additional data requirements.

#### 5 Cost of Proposal

The bidder shall be responsible for all the costs associated with the preparation and submission of their proposals and their participation in the selection process including subsequent negotiations, visits to the office of the Clients, KIIFB, project site, etc. KIIFB or the Clients will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the selection process.

#### 6. Discussion Format

KIIFB reserves the right to conduct discussions, either oral or written, with those bidders determined by the KIIFB to have submitted reasonably viable proposals for being selected for award. KIIFB also reserves the right to issue clarifications to resolve minor issues in the RFP and to call for additional information, if required at any stage, for evaluation purposes.

#### 7. Length of Contract

The initial term of the contract of engagement/appointment as Consultant is for a period of 4 months (Four)), extendable for a further period of 2 months on mutually agreed terms and shall commence from the date of signing of the agreement. The contract can be terminated by either party (i.e. the Client or the Consultant) with a notice period of 15 days (fifteen days). However, if the Clients are of the view that any act of fraudulence or malfeasance has been committed by the bidder selected as the Consultant and it is in public interest to abrogate the contract, then the Client has the right to reduce the above notice period to 10 (ten) days within which the Consultant has to wind up its operations and hand over all relevant documents, data, etc. to the Client.

( All the 3 DPRs need to be submitted within this specified time frame.)

#### PART II RESPONSIBILITY

#### 8. General Responsibility

#### 8.1 The Consultant shall

- 8.1.1 act in a fiduciary capacity for the Clients within the scope of the work undertaken by it and shall disclose all conflicts of interest as and when they arise;
- 8.1.2 not receive any consideration by way of remuneration or compensation or in any other form from any person or entity other than as designated under the Agreement, in respect of any activity done in relation to the projects and products for which service is provided;
- 8.1.3 maintain an arms-length relationship between its activities as a consultant and its other activities;
- 8.1.4 ensure that there is no conflict of interest in all its activities. If the Consultant, its holdings or subsidiary company secure any contract from the Clients/Government/Public Agencies for providing similar services as contracted for and in such instance shall ensure that in case of any conflict of interest of such activities with other activities of the Consultant, such conflict of interest shall be disclosed to the Client and a written "no objection" secured from the Client before engaging in the such other activity;
- 8.1.5 not divulge any confidential information which has come to its knowledge about the Client, Government or public or private agencies with which it has to interact pursuant to the Agreement, without taking prior permission except where such disclosures are required to be made in compliance with any law for the time being in force. The data or information generated as part of this assignment shall be the sole property of the Client and the Consultant shall not share, divulge or use it for any other purpose without obtaining the prior permission of the Client in writing;
- 8.1.6 not enter, on its own accord, into transactions which are advantageous to itself or which are offensive to the interests of the Client or any associates, agencies or subsidiaries of the Client in consequence to its advice given to the Client
- 8.1.7 follow Know Your Client (KYC) procedure as may be specified by Government from time to time;
- 8.1.8 abide by the code of conduct as may be specified;
- 8.1.9 provide independent advice and work under the scope of the Agreement, safeguarding the interests of the Government and the Client to the best of its ability;

- 8.1.10 disclose all material information about itself including its business, relevant disciplinary/regulatory history, the terms and conditions on which it offers advisory/consultancy services, affiliations with other intermediaries and such other information as is necessary to take an informed decision on whether or not to avail its services;
- 8.1.11 disclose any consideration by way of remuneration or compensation or in any other form whatsoever, received or receivable by it or any of its associates or subsidiaries for any distribution or execution of services or products in respect of which the advice is provided;
- 8.1.12 before recommending the services of any intermediary disclose any consideration by way of remuneration or compensation or in any other form whatsoever, received or receivable by the Consultant from such intermediary for any purpose pursuant to the implementation under the Agreement, if the Client desires to avail the services of such intermediary;
- 8.1.13 disclose to the Client its holdings or position, if any, in any intermediary for providing similar services or products which are subject matter of its advice;
- 8.1.14 disclose to the Client any actual or potential conflicts of interest arising from any connection to or association with any provider of similar services, including any material information or facts that might compromise its objectivity or independence in the carrying on of the advisory and consultancy services to the Client; and
- 8.1.15 maintain a Core Team of project key personnel comprising of a Team Leader, Principal Architect, Structural Engineer, Costing Expert, Financial Consultant, Film City/Film Studio Specialist, Cultural Complex or Theater Specialist. The core team shall be supported by technical team of Surveyor, Quantity Surveyor, Acoustic Consultant, Electrical Consultant, Air Conditioning Consultant, Fire-Fighting consultant, Electronics Consultant, IT consultant, Sound Engineering Consultant, Landscape Architect, Green Consultant and others required for successful completion of the assignment.

### PART III SCOPE OF SERVICES & DELIVERABLES

#### 9. Responsibility as Consultant

The Consultant will prepare and submit a Detailed Project Report for each of the three projects detailed above. The activities shall include, but not limited to the following:

- i. Demand Assessment for the project
- ii. Stakeholder Consultation (Cultural Affairs Department, KSFDC, KSCA and others)
- iii. Topographical Survey, Soil Investigation and other surveys, investigation and tests required. In respect of Cultural Centres at district headquarters, the Consultant shall also assist the Client in identifying suitable land parcels for development.
- iv. Preparation of Master-plan and finalisation of various components
- v. Layout planning and Architectural Design
- vi. Structural Design
- vii. Choice of technology in respect of equipment and other installation in studio, theatre and other components.
- viii. Preparation of drawings and Schedules
- ix. Preparation of Bill of Quantities.
- x. Cost Estimates based on standard Schedule of Rates. For items for which such standard Schedule of Rates are not available, estimates shall be prepared based on market rates.
- xi. Construction Methodology.
- xii. Development Plan and Implementation model detailing different options of development and chosen model of development.
- xiii. Capital Investment Plan, Financial Analysis, Revenue Generation Model and return on Investment
- xiv. Social Cost Benefit Analysis/EIRR study. In addition, the Consultant shall prepare a cost benefit analysis for submission to Kerala Infrastructure Investment Fund Board as per the format available in the website <a href="www.kiifb.kerala.gov.in">www.kiifb.kerala.gov.in</a>
- xv. Social Impact Assessment and prepare entitlement matrix if necessary.
- xvi. Environment Impact Assessment, Environment Management Plan and also assist during EIA process in getting environmental clearance from competent authority if necessary.
- xvii. Followed by preparation of DPR, the consultant shall prepare the tender documents suiting the requirement of the chosen development model.

#### 10. Project Key Personnel

10.1 The specification of project key personnel to be deployed by the Consultant for the assignment/services to the Client is provided in Table-3 of Annexure-I.

(All the 3 DPRs are to be submitted in the time period prescribed in 7 above)

- 10.2 The specification of required minimum qualification & experience of the project key personnel is provided in Table-4 of Annexure-I.
- 10.3 Assignment specific qualifications and experience
- 10.3.1 Qualification and Experience of Project Key Personnel:

Curriculum Vitae (CV) of the Project Key Personnel shall be submitted in Form No. 3 given in Annexure-II. For the evaluation of the Curriculum Vita (CV) of each individual, it is the responsibility of the bidder to produce sufficient documentary evidence of qualification, relevance of experience, pass attempts, specialization etc. as may be required for proper evaluation thereof and assignment of relevant scores. In case of any missing documents, corresponding marks will be awarded based on the best judgement of the Evaluation Committee. Therefore, it is recommended that the bidders shall make themselves fully aware of the evaluation criteria and ensure availability of proper and sufficient supporting documents for evaluation.

#### 10.3.2 Consultant's Technical Competence:

Project References to demonstrate Consultant's technical qualification and experience in similar eligible assignments shall be furnished in Form No.4 given in Annexure-II.

- 10.3.3 Management Competence (Please answer each of the following questions in one paragraph of 3-5 sentences)
  - i. Describe standard policies, procedures, and practices adopted by your firm to ensure the quality of interaction with clients and outputs.
  - ii. How will your firm handle complaints concerning the performance of experts or quality of the reports submitted for this assignment? What internal controls are in place to address and resolve complaints?
  - iii. How will you ensure the quality of your firm's performance over the life of this assignment?
  - iv.Describe standard policies, procedures and practices that your firm has put in place to avoid changes/replacements of personnel during the assignment and to ensure the continuity of professional services once contracted.
  - v. Describe the disclosure policy of your firm.
  - vi. Describe the social protection practices you have in place to safeguard the well-being of your proposed experts. Specifically describe arrangements you have in place for medical, accident, and life insurance coverage during the assignment.

- 10.3.4 Descriptive assessment of the Consultant's competence in rendering the proposed service (Narrative Statement of not more than 3000 words)
- 10.3.5 Other Information (maximum of 500 words)

#### 10.3.6 Financial Competence:

Average Turnover of the Consultant from Consultancy for similar/related assignments as proposed for in this RFP on the basis of the last 3 (three) years shall be furnished in Form No. 5

#### 11. Payment Schedule

11.1 The payment to the Consultant shall be assessed in the form of fixed retainer fee. The Consultant shall be required to quote a fixed lumpsum retainer fee, which shall be payable on the following milestone basis:

Milestone	Description of	We	Payme
No	Deliverables	ek	nt in %
		No	
1	Inception Report	2	0
2	Completion of	6	15
	Stakeholder		
	Consultation,		
	surveys and field		
	investigation		
3	Submission of Draft	12	45
	DPR		
4	Final DPR	14	20
5	Tender Documents	16	20

- 11.2 The Client's financial responsibility shall be limited to paying the Retainer Fee as finally agreed upon. Any other expenditure including travelling, staying, communication, boarding and lodging etc. for the consulting team stationed at the place of assignment shall be borne by the Consultant itself.
- 11.3 The payment of Retainer Fees will be preceded by a performance evaluation by a Sub Committee consisting of designated officers of the Client. The Consultant shall prepare weekly work plan indicating milestones, deliverables and outcomes in consultation with the Client. The performance evaluation will be based on a set of criteria mutually agreed upon at the time of executing the agreement. In case of noncompliance of contract clauses and poor performance of the team as determined by the Sub Committee, a penalty of upto **50%** (fifty percent) of the Retainer Fee shall be levied on the Consultant. Generally, timelines would be fixed for different assignment and non completion within time limit will be considered as poor performance.

<sup>\*</sup> Periodicity to be given in accordance with that specified in the Bill of Quantities (BoQ) (Form No.6, Annexure-II)

#### PART IV

### SELECTION CRITERIA GENERAL TERMS & CONDITIONS OF SUBMITTING PROPOSALS

#### 12. EMD and Tender processing fee / Transaction fee

- 12.1 A non refundable tender processing fee / transaction fee as determined by E-Procurement Portal shall be payable online by the Bidders at the time of submission of Bid.
- 12.2 The Bidder shall furnish non-interest bearing EMD (Earnest Money Deposit) of ₹40,000/- (Rupees Forty Thousand Only) which shall be paid in a single transaction using the on-line modes specified in the E-Procurement Portal. The EMD prescribed shall be submitted by each of the bidders. Bids not accompanied by the prescribed EMD shall be disqualified and rejected.

#### 13. Technical Proposal

In order to be eligible for Technical qualification, the Proposals should include the following items with sufficient documentary support for the claims made therein:-

- 1. a write-up detailing the profile of the Consultant with details of ongoing and completed projects of similar nature with cost, contact details of the clients for the assignments undertaken;
- 2. the curriculum vitae of the Project Key Personnel proposed to be assigned for the project; and
- 3. a write up on the manner in which the Consultant proposes to carry out the assignment.

#### **14.** Instructions for submitting Proposals:

- 14.1 For Technical Proposals upload scanned copies of all the documents as specified in pre-para.
- 14.2 The financial bid should be directly entered in E-procurement portal.
- 14.3 The bidder shall submit the financial proposal in the format given in Form No. 6. or in any modified form as appearing in the Etender portal. The fees quoted in Financial Bid /Bill of Quantities should be in Indian National Rupee. Tax will be deducted at source as per the provisions of Income-Tax Act prevailing at the time of payment.

#### **15.** Evaluation of Bids:

- 15.1 The Technical Evaluation will be done on the basis of the Criteria given in Annexure III.
- 15.2 The decision of the Evaluation Committee shall be final with respect to any subjective factor in the assessment of quality of the Bid.

#### **16.** Other terms and conditions:

- 16.1 Conditional Tenders are not acceptable.
- 16.2 The Client reserves the right to negotiate the bid price with the first ranked bidder.
- 16.3 Mere issue of RFP Document does not qualify the bidder for appointment. The tenders from the bidders who do not comply with the Eligibility Criteria specified in the RFP document will be rejected.
- 16.4 The submission of tender implies that Bidder has read the contents of RFP Document and the Letter of Proposal. Submission of a tender shall imply that the Bidder has accepted all the terms and conditions mentioned in this RFP document and the terms and conditions of the appointment.
- 16.5 Proposals of any Bidder who does not accept the conditions contained in the RFP Documents is liable to be rejected.
- 16.6 KIIFB reserves the right to accept / reject any or all of the tenders and cancel the selection process at any stage without assigning any reason.
- 16.7 KIIFB at its sole discretion can reject Partial Tenders, Conditional Tenders and other procedurally defective Tenders.
- 16.8 If required and at its sole discretion, the Client reserves the right to appoint more than one Consultant.

#### 17. E-Tendering:

- 17.1 All proposals are accepted only through online E-Procurement mode via the E-Procurement portal of Government of Kerala, for which the Bidders should obtain Digital Signature Certificate from any of the Empanelled Certifying Authorities as mentioned in the E-Procurement portal.
- 17.2 After registering with E-Procurement Portal, in case of any difficulties in downloading RFP document, bidders may contact the persons whose contact details are given in the e-Procurement Portal or the RFP document. For technical assistance regarding E-Tender visit the website <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> for further guidance.
- 17.3 Bidders may consider the time involved in payment of Earnest Money Deposit (EMD) and submission of proposals through E-Procurement Portal. The E-Procurement portal screen is unavailable immediately after the last date and time mentioned in

the RFP document for submission of proposals. Government / KIIFB/Clients shall not be responsible for any delay or technical problems in submission of proposals.

17.4 Bidders may consider the banking transaction time for online transfer of Earnest Money Deposit. Government/Clients/KIIFB shall not be held responsible for non-payment/non transfer of Transaction Fee / Earnest Money Deposit on time or for any technical difficulties, bank holiday etc., that may occur during the entire transaction.

#### **18.** Performance Security:

The successful / selected bidder shall furnish Performance Security equivalent to **5%** (Five percentage) of the total value of the contract rounded to the nearest rupee in the form of Bank Guarantee from any nationalized/scheduled banks in India within **7 (Seven)** days of signing the contract. The Performance Security should remain valid for a period of **60 (Sixty)** days beyond the date of completion of all contractual obligations.

#### 19. Liquidated Damages:

The Client reserves the right to sue and recover from the Consultant for liquidated damages to the extent of losses and expenses, if any, incurred by the Clients/Government, apart from forfeiture of Performance Security, on account of any wrong / illegal / malafide advice given by the Consultant.

#### **20.** Dispute Settlement:

Agreement on this assignment shall be governed by, construed and interpreted in accordance with the Laws of India. Any disputes, difference or claim arising out of or in connection with or in relation with this Agreement which is not resolved amicably shall be decided finally by the Government. The venue of such settlement shall be at Thiruvananthapuram. The decision of the Government shall be final and binding on the parties. Civil Courts will have no jurisdiction over the subject matter of this agreement.

#### ANNEXURE-I

Table-1. Schedule of Selection Process

Sl.No.	Important Dates	Date
1	Issue Date	10.03.2017
2	Pre-Bid conference	18.03.2017, 11 a.m at KIIFB
3	Enquiry Due Date	22.03.2017
4	Written Response to questions	28.03.2017
5	Proposal Due Date	10.04.2017, 5 p.m
6	Opening of Technical Bids	17.04.2017, 11 a.m at KIIFB
7	Presentation & Selection Interview	25.04.2017 (Time schedule will be intimated through email)
8	Opening of Financial Bids	02.06.2017,4 p.m at KIIFB
9	Letter of Award	Within 15 days of selection
10	Signing of Agreement	Within 15 days of LoA

Table-2. Details of procuring entity & Venue of bid opening

Sl.No.	Item	Particulars
1	Name and Address of the Procuring Entity	Managing Director, Kerala State Film Development Corporation Ltd, Chalachitra Kalabhavan, Vazhuthacaud, Thiruvananthapuram - 695014 Phone: (0471)-2351586, 2325325 E-mail: ksfdc@asianetindia.com
2	Designation and Address of the Tender Inviting Authority	Chief Executive Officer, Kerala Infrastructure Investment Fund Board (KIIFB)  IV Floor, India Heights, Women's College Road, Vazhuthcaud, Thycaud P.O. Thiruvananthapuram-695014.  Ph: 0471-2780902, 2780903, 9446898137 E-mail: kiifboard@kerala.gov.in

3	Place of opening Bids	Office of Kerala Infrastructure Investment Fund Board (KIIFB)

#### Table-3Requirement of **Project Key Personnel** (See Clause 10.1)

Sl. No.	Position / List of Project Key Personnel	No. of positions
1.	Team Leader	1
2.	Principal Architect	1
3.	Structural Engineer	1
4.	Costing Expert	1
5.	Financial Consultant	1
6.	Film Technology/Film Studio Specialist	1
7	Cultural Complex/Theater Specialist	1

**Table-4.** Requirement of Qualification & Experience of Project Key Personnel (See Clause 10.2)

Sl. No.	Position of Project Personnel	Minimum Educational Qualification	Minimum Length of Professional Experience	Experience on Assignment
1	Team Leader	Degree in Civil Engineering / Architecture	15	Should have led multidisciplinary team as team leader or similar capacity in at least 3 Eligible Assignments
2	Principal Architect	Post Graduate Degree in Architecture	12	Should have worked in similar capacity in at least 2 Eligible Assignments
3	Structural Engineer	Post Graduate Degree in Structural Engineering and Graduate Degree in Civil Engineering	12	Should have worked in similar capacity in at least 2 Eligible Assignments
4	Costing Expert	Graduate Degree in Civil Engineering	10	Should have worked in similar capacity in at least 2 Eligible Assignments
5	Financial Consultant	Post Graduate Degree or Equivalent in Finance or Management	8	Should have worked in similar capacity in at least 2 Eligible Assignments
6	Film City/Film Studio Specialist	Graduate in any discipline. Additional weightage will be given to candidates with graduation/diploma in film technology from an institution of repute	12	Demonstrable Experience in Development and Management of Film City or Film Studio of repute.
7	Cultural Complex/ Theaterspec ialist	Graduate in any discipline. Additional weightage will be given to candidates with graduation/diploma in performing arts/theater/folk arts/fine arts/visual arts from an institution of repute	12	Demonstrable experience in Development and Management of Cultural Complex/Theater of repute.

Eligible Assignment: Preparation of DPRs for Culture Complexes, Film Cities, Film Festival Complexes, Convention Centres and Commercial Complexes having an estimated capital cost (excluding cost of land) of at least Rs.100 crore

#### ANNEXURE-II (Bidding Forms)

### Form No.1: Letter of Proposal (To be submitted in the letter head of the bidder)

To

The Chief Executive Officer,
Kerala Infrastructure Investment Fund Board (KIIFB)
IV Floor, India Heights,
Women's College Road,
Vazhuthcaud, Thycaud P.O.
Thiruvananthapuram-695014.

- 1. We hereby submit our response to your RFP notification dated 10/03/2017 for selection of Consultant for the Kerala State Film Development Corporation Ltd. (hereinafter referred to as the 'Client'), in conformity with the guidelines provided in the said RFP document.
- 2. We have read the provisions of the RFP document and confirm that these are acceptable to us.
- 3. We fully understand that additional conditions, variations, deviations, if any, found in our response to RFP shall not be given effect to.
- 4. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all other attachments, for a Period of six months from the closing date fixed for submission of proposal stipulated in the RFP document.
- 5. We hereby declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent Practices.
- 6. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 7. We fully understand that KIIFB reserves the right to reject any or all of the proposals received in response to the RFP / Tenders and to cancel the selection process at any stage without assigning any reason thereof.
- 8. We understand that mere submission of bid does not guarantee that any of the applicants shall be awarded the project/assignment.
- 9. We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Yours	faithfully,

Signature:

Name: (Applicant's name)

Title/Designation: (Office seal)

Date:

#### Form No.2 : Technical Proposal – Details of Bidder's Operations

Sl.No	Information sought by KIIFB	Details to be given by bidder
1	Contact details of the bidder	
1.1	Name of the bidder	
1.2	Address	
1.3	Telephone No.	
1.4	Mobile No.	
1.5	Email	
1.6	Fax No.	
1.7	Website details.	
2	Business information	
2.1	Registration Information	
2.2	Registration Status of the	
	Organisation	
	(Public/Private Ltd Company/Society	
2.3	/ Trust/JV) Year of establishment	
2.4	Details of Registration (attach the	
2, 1	photocopy of the registration) along	
	with memorandum of association, by	
	law etc.	
2.5	Whether your company is ISO	
	certified. Please furnish details	
2.6	thereof.  Details of Board of Directors /	
2.0	Governing Body of firm etc.	
2.7	Details of staff and consultants	
	working with firm	
2.8	Annual Turnover: As revealed in	
	annual financial statement.	
3	Financial Year:	
3.1	<indicate financial="" year=""></indicate>	
3.2	<indicate financial="" year=""></indicate>	
3.3	<indicate financial="" year=""></indicate>	
3.4	<indicate financial="" year=""></indicate>	
	y was your	

### Form No. 3 : Technical Proposal - Curriculum Vitae of **Project Key Personnel** (Use separate form for each person)

Name:

Proposed position:

Date of birth:

Nationality:

Educational qualification:

(Indicate details of specialization and institutions studied.)

Total experience:

Number of eligible and similar assignments:

Total years of experience in eligible and similar assignments:

Employment record:

(Starting with present position, list in reverse order every employment held)

List of eligible and similar assignments in which the Project Key Personnel worked:

S1.	Name of	Client	Designation	Role and	Period (	Firm	Brief
No.	Eligible/Similar		in the	Respons	Start date		Description
	Assignments		Assignment	ibility	& end		of the
					date)		Project

#### Declaration

I,	,the undersigned, hereby declare that
	f, my qualifications and experience to the
best of my knowledge and belief.	I also solemnly affirm that I shall be
available in person for the assignment	nt as required of me.

Place: Signature of the Project Key Personnel Date:

Name, Designation & Signature of the Authorized Signatory of the Firm

(Office Seal)

#### Form No.4: Technical Proposal - Project references of Consultant

Name of the Consultant:....

Sl. No.	Name of Projects	Location	Client	Input in person months	(Start &End	tttnatnar	Source	Role of the Project Key Personnel	Description
1									
2									
3									
4									
5									
6									
7									
8									
9								-	
10									

- **1.** Consultant's Total Years of Experience in Providing Eligible and Similar Assignments :.....
- **2.** No. of similar projects undertaken in Central/State Governments or Agencies there under:.....

<u>Note:</u> For project references, attach mandate copies of the assignment/award of contract/ completion certificate from client for verification / evaluation.

Form No. 5 : Technical Proposal - Financial Competence

**Turnover of the		Year		A
organisation from consultancy assignments.	2013-14	2014-15	2015-16	Average Turnover
(component-wise)				(Rs.)
< <indicate 1="" component="">&gt;</indicate>				
<< Indicate Component 2>>				
<< Indicate Component 3>>				
<< Indicate Component 4>>				

Note: For the purpose of reckoning Turnover, if the bidder is a parent firm with subsidiary firms, then it may include the Turnover for similar/related assignments as proposed for in this RFP, rendered by the subsidiaries of the Parent firm.

<sup>\*\*</sup>Attach Financial Statement, Annual Reports and signed affidavit for verification.

#### Form No. 6: Financial Proposal

Tender Inviting Authority:

Name of Work: Contract No:

Bidder	Name:					
		Pric	e Schedule	/Bill of Quantities (BoQ	)	
Sl. No	Position	Quantity ( number     of     persons     required     in each     category)	Units	Rate per Month without taxes (To be entered by Bidder) Rs P	Total Cost per Month without taxes	Total amount in words
a	ъ	С	d	h	i (c x h)	
1			persons			
2			,,			
3			,,			
4			,,			
5			,,			
Α	Total Remuneration					

Note: The BOQ shall be submitted in the template appearing in the E-Tender portal and shall not be modified/ replaced by the bidder. The same should be submitted after filling the relevant columns, failing which, the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.

## ANNEXURE III TECHNICAL EVALUATION

APPLICATION IDENTIFICATION No. RFP Ref.
NAME OF THE APPLICANT
ADDRESS OF THE APPLICANT

		TECHNICAL SC	ORE			
	CRITERIA 1: PERSONNEL COMPETENCE					
I	Team Leader					
S1. No.	COMPONENT	CRITERIA	MIN MARK	MAX MARK	MARKS OBTAINED	REMARKS
1	Number of Eligible Assignments	50% marks for 3 Eligible Assignments. 10% marks each for every additional Eligible Assignments subject to a maximum of 50%	40	80		
2	Number of <b>Similar Assignments</b> * undertaken	50% marks for 3 similar Assignments. 10% marks each for every additional similar assignments subject to a maximum of 50%	20	40		
3	Total Service Experience	70% marks for 15 years of experience5% marks each for every additional years of experience	14	20		
4	Quality of Eligible Assignments ( Quality assessment- relevance shall be based on assignments falling in category of Cultural Complex, Film City and Film Festival Complex and appropriate completion certificate)	Maximum marks for 3 Eligible Assignments falling in category of Cultural Complex, Film City and Film Festival Complex. Proportionate marks for less than 3 Eligible Assignment in such category	6.66	20		
	SUB-TOTAL			160		

II	Principal Architect					
Sl. No.	COMPONENT	CRITERIA	MIN MARK	MAX MARK	MARKS OBTAINED	REMARK S
1	Number of Eligible Assignments	50% marks for 2 Eligible Assignments. 10% marks each for every additional Eligible Assignments subject to a maximum of 50%	25	50		
2	Number of <b>Similar Assignments</b> *undertaken	50% marks for 2 similar Assignments. 10% marks each for every additional similar assignments subject to a maximum of 50%	12.5	25		
3	Total Service Experience	70% marks for 12 years of experience 5% marks each for every additional years of experience	8.75	12.5		
4	Quality of Eligible Assignments ( Quality assessment- relevance shall be based on assignments falling in category of Cultural Complex, Film City and Film Festival Complex and appropriate completion certificate)	Maximum marks for 2 Eligible Assignments falling in category of Cultural Complex, Film City and Film Festival Complex. Proportionate marks for less than 2 Eligible Assignment in such category	6.25	12.5		
	SUB-TOTAL			100		
III	Structural Engineer		,			
Sl. No.	COMPONENT	CRITERIA	MIN MARK	MAX MARK	MARKS OBTAINED	REMARK S
1	Number of Eligible Assignments	50% marks for 2 Eligible Assignments. 10% marks each for every additional Eligible Assignments subject	25	50		

		27				
		to a maximum of 50%				
2	Number Similar Assignments * undertaken	50% marks for 2 similar Assignments. 10% marks each for every additional similar assignments subject to a maximum of 50%	12.5	25		
3	Total Service Experience	70% marks for 12 years of experience 5% marks each for every additional years of experience	8.75	12.5		
4	Quality of Eligible Assignments ( Quality assessment- relevance shall be based on assignments falling in category of Cultural Complex, Film City and Film Festival Complex and appropriate completion certificate)	Maximum marks for 2 Eligible Assignments falling in category of Cultural Complex, Film City and Film Festival Complex. Proportionate marks for less than 2 Eligible Assignment in such category	6.25	12.5		
	SUB-TOTAL			100		
IV	Costing Expert					
Sl. No.	COMPONENT	CRITERIA	MIN MARK	MAX MARK	MARKS OBTAINED	REMARK S
1	Number of Eligible Assignments	50% marks for 2 Eligible Assignments. 10% marks each for every additional Eligible Assignments subject to a maximum of 50%	20	40		
2	Number of <b>Similar Assignments</b> *undertaken	50% marks for 2 similar Assignments. 10% marks each for every additional similar assignments subject to a	10	20		

		28				
-		, ,	1	ı		
		maximum of 50%				
3	Total Service Experience	70% marks for 10 years of experience 5% marks each for	7	10		
		every additional years of experience				
4	Quality of Eligible Assignments ( Quality assessment- relevance shall be based on assignments falling in category of Cultural Complex, Film City and Film Festival Complex and appropriate completion certificate)	Maximum marks for 2 Eligible Assignments falling in category of Cultural Complex, Film City and Film Festival Complex. Proportionate marks for less than 2 Eligible Assignment in such category	5	10		
		and successions				
	SUB-TOTAL			80		
V	Financial Consultant					
Sl. No.	COMPONENT	CRITERIA	MIN MARK	MAX MARK	MARKS OBTAINED	REMARK S
1	Number of Eligible Assignments	50% marks for 2 Eligible Assignments. 10% marks each for every additional Eligible Assignments subject to a maximum of 50%	12.5	25		
2	Number of <b>similar assignments</b> * undertaken	50% marks for 2 similar Assignments. 10% marks each for every additional similar assignments subject to a maximum of 50%	6.25	12.5		
3	Total Service Experience	70% marks for 8 years of experience 5% marks each for every additional years of experience	4.375	6.25		
4	Quality of Eligible Assignments ( Quality assessment-	Maximum marks for 2 Eligible Assignments falling	3.125	6.25		

		29				
	relevance shall be based on assignments falling in category of Cultural Complex, Film City and Film Festival Complex and appropriate completion certificate)	in category of Cultural Complex, Film City and Film Festival Complex. Proportionate marks for less than 2 Eligible Assignment in such category				
	SUB-TOTAL			50		
VI	Film City/Film Studio S	Specialist				
Sl. No.	COMPONENT	CRITERIA	MIN MARK	MAX MARK	MARKS OBTAINED	REMARK S
1	Educational/Academic Qualification	Graduation in Film Technology – 30 Marks  Diploma in film technology – 22.5 Marks  Other degrees-15 marks	15	30		
2	Experience in Development and Management of Film City or Film Studio of repute	80% marks each for every12 completed year in development and management of Film Studio of repute /film city and 5% additional marks each for every additional year subject to a maximum of 20%	40	50		
	SUB-TOTAL			80		
VII	Cultural Complex/Thea	ter specialist				
Sl.	COMPONENT	CRITERIA	MIN	MAX	MARKS	REMARK
No. 1	Educational/Academic Qualification	Graduation/diploma in performing arts/ theater/folk arts/fine arts/ visual arts from an	MARK 15	MARK 30	OBTAINED	S

		( 30 )			
		institution of repute– 30 Marks			
		Other degrees-15 marks			
2	Experience in Development and Management of Cultural Complex/Theater of Repute	80% marks each for every12 completed year in development and management of cultural complexes and 5% additional marks each for every additional year subject to a maximum of 20%	40	50	
	SUB-TOTAL		55	80	
	GROUP TOTAL	PERSONNEL COMPE	TENCE	E	650

		TEC	TECHNICAL SCORE				
		CRITERIA 2: MA					
Sl. No.	COMPONENT	CRITERIA	MIN MARK	MAX MARK	MARKS OBTAINED	REMARKS	
	Firm's years of experience in providing	Minimum 10years 50% marks					
1	similar assignments* (documented proof and references will be relied on)	Above 10 years (10%marks will be added for each additional year of experience)	35	70			

2	Number of Eligible Assignment	50% marks for 3 Eligible Assignments. 10% marks each for every additional Eligible Assignments subject to a maximum of 50%	20	40	
3	Quality of Eligible Assignment ( Quality assessment- relevance shall be based on assignments falling in category of Cultural Complex, Film City and Film Festival Complex and appropriate completion certificate)	Maximum marks for 3 or more Eligible Assignments falling in category of Cultural Complex, Film City and Film Festival Complex. Proportionate marks for less than 2 Eligible Assignment in such category	20	40	
4	Descriptive assessment of the Firm's competence in rendering the proposed service (Approach and Methodology Statement not more than 5000 words)	Average (20 marks)  Good (30 marks)  Very Good (40marks)  Excellent (50marks)	20	50	
5	A power point presentation on the Firm's competence in rendering the proposed service (Approach and Methodology)	Average (20 marks)  Good ( 30 marks)  Very Good (40marks)	20	50	

		{ 32 }		
	Excellent (50marks)			
TOTAL	MANAGEMENT (	СОМРЕТ	ENCE	250

	TECHNICAL SCORE						
		CRITTERIA 3	: FINANC	CIAL CO	MPETENCE		
Sl. No.	COMPONENT	CRITERION	MIN MARK	MAX MARK	MARKS OBTAINED	REMARKS	
	Turnover of the organisation from <i>Enter components given in Form No.5&gt;</i> (Proof from financial statements, annual reports and signed affidavits)	Minimum: Rs. one crore as Average annual turnover from Consulting Assignments on the basis of last 3 years reported figure. (44 marks)  Above Rs. 3 toRs.10 cr (8 marks will be added for each additional Rs.1 cr.)	44	100			
	TOTAL FINANCIAL COMPETENCE						

SUMMARY OF TECHNICAL SCORES					
CRITERIA	Total Marks	Marks Obtained			
CRITERIA – 1: PERSONNEL COMPETENCE	650				
CRITERIA – 2: MANAGEMENT COMPETENCE	250				
CRITERIA – 3: FINANCIAL COMPETENCE	100				
GRAND TOTAL	1000				

<sup>\*</sup>Similar Assignments--"Assignments involving preparation of Detailed Project Report or Detailed Engineering in other sectors of infrastructure shall only be reckoned for the purpose of 'Similar Assignments'. Assignments such as preparation of prefeasibility report, concept notes etc shall not be evaluated as Similar Assignments"