

## **EXPRESSION OF INTEREST (Eoi)**

**EXPRESSION OF INTEREST (EOI) FOR ENGAGING CONSULTANT  
FOR GETTING OCCUPANCY CERTIFICATE FOR THE 'KERALA  
BHAVAN' FROM NAVI MUMBAI MUNICIPAL CORPORATION**

**SPECIAL BUILDINGS DIVISION  
KERALA PUBLIC WORKS DEPARTMENT  
PUBLIC OFFICE BUILDINGS  
THIRUVANANTHAPURAM- 695 033**

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## 1. NOTICE INVITING EXPRESSION OF INTEREST (EOI)

For and on behalf of Government of Kerala, Executive Engineer, Special Buildings Division, PWD, Thiruvananthapuram invites sealed Expression of Interest (Eol)s for the engagement of Consultants for documentation and liaison works for getting occupancy certificate for the 'Kerala Bhavan', Vashi, Mumbai :

**Name of item** Consultancy for documentation and liaison works for getting occupancy certificate for the Kerala Bhavan

**Cost of EOI Document** : Rs. 500.00

**Acceptance of EOIs** : 15<sup>th</sup> October 2015 at 14.30 hrs.

**Opening of EOIs** : 15<sup>th</sup> October 2015 at 15.00 hrs.

The bidders who wish to participate in the Eol shall download the document from the website [www.keralapwd.gov.in](http://www.keralapwd.gov.in) or can directly collect from the office of the undersigned during working hours. Cost of EOI document shall be paid as Demand Draft payable at Thiruvananthapuram in favour of Executive Engineer, Special Buildings Division, Thiruvananthapuram and shall be attached alongwith the EOI application. Each page of the EOI document should be duly signed by the Authorised Signatory of the bidder company in token of acceptance of terms & conditions of the EOI document along with prescribed fee of Rs. 500/- (Rupees Five Hundred only) (nonrefundable) in the form of an Account Payee Demand Draft drawn on any Scheduled bank in Thiruvananthapuram. The failure of submission of the same shall result in rejection of the Eol. In case of any discrepancy found between the content of the Eol document downloaded by the bidder from the website and the printed Eol document issued by PWD, the content as given in the printed document shall be considered as final and the bidder shall accept the same. Kerala PWD reserves the right to cancel the Eol as a whole or in part without assigning any reasons.

## 2. INSTRUCTION TO BIDDERS

### SCHEDULE OF IMPORTANT EVENTS

(Unless otherwise notified separately)

1. Last date for submission of Eol is up to 15<sup>th</sup> October 2015, 14.30 hrs.

2. Opening of Eols 15<sup>th</sup> October 2015 at 15.00 hrs.

**NOTE:** The dates of events may be changed at the discretion of Executive Engineer without assigning any reason. Such change of dates, if any, will be suitably notified only to those who purchased the Eol document, by registered post. The notification may also be sent by fax, and/ or by email, and/ or announced through the website [www.keralapwd.gov.in](http://www.keralapwd.gov.in).

### 3. DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Eol have the following meanings:

- a) "**Applicable Law**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- b) "**Proposals**" means proposal submitted by respondents in response to the Eol issued by KPWD.
- c) "**Contract**" means the Contract signed by the parties for empanelment along with the entire documentation specified in the EOI.
- d) "**Day**" means Calendar day
- e) "**PWD**" means authorized officer of Kerala Public Works Department (KPWD)
- f) "**Services**" means the work to be performed by the consultant pursuant to

the contract to be signed by the parties in pursuance of any specific assignment awarded to them by the Government Organizations'.

- g) **"The Bidder"** Means the entity which participates in the EOI and submits its EOI/EOIs.
- h) **"The Purchaser"** means authorized officer of Public Works Department
- i) **"NMMC"** means Navi Mumbai Municipal Corporation
- j) **"CIDCO"** means City and Industrial Development Corporation of Maharashtra Limited

#### **4. Objectives of Eoi**

The Kerala Bhavan, Mumbai is situated in Plot No. 8, Sector- 30A, Vashi, Navi Mumbai. The site of the Bhavan was taken over by Director, Tourism, Government of Kerala after executing a lease agreement with CIDCO on 03/10/1997. Thereafter, the architectural plans for constructing a State guest House was prepared by the Chief Architect, Kerala PWD and development approval for the construction of the building was obtained from Navi Mumbai Municipal Corporation (NMMC) vide No. NMMC/TPO/DP/4010 dated 09/09/98. The construction work was commenced thereafter and the structure of the building was completed in October 2007. In the original agreement with CIDCO, it was stipulated that the guest house building should be completed within 5 years. However, due to financial constraints, the completion of the building was delayed. Later, the balance works of the building was completed and the Kerala Bhavan was inaugurated on 10/12/2006.

Based on applications for completion plan made earlier, CIDCO had condoned the delay in completion of the work upto 02/10/2007 after remitting necessary penalty amount. However the completion certificate and occupancy certificate have not been issued by the Navi Mumbai Municipal Corporation/CIDCO till date.

The building was constructed with the Engineering supervision of Kerala Public Works Department for which the drawings were prepared by the Chief Architect, PWD. The completion plans of the building have been prepared and duly signed by the licensed Architect of PWD. Fire Fighting equipments has also been installed and approval from Fire Service Department was obtained, which needs revalidation.

#### **5. Scope of Work**

For procuring occupancy certificate from the NMMC, certain documents/ certificates need to be obtained from various local Government agencies as per the rules and procedures laid down by the NMMC/ CIDCO. These include:

1. Structural stability certificate from a licensed Engineer
2. Final NOC of the fire installations from Fire Dept of CIDCO
3. License of the lift installation from Electrical Inspectorate
4. Drainage connection certificate (application has to be made for drainage connection)
5. Debris NOC obtained in the year 2006 need to be validated
6. Tree plantation certificate
7. Cess NOC- The NOC obtained during 2006 need to be revalidated after remitting the required fees.
8. Health NOC- has to be obtained from the Health Department
9. Property Tax NOC (Upto date tax has to be remitted by the Director, Tourism)
10. No dues certificate has to be obtained from CIDCO
11. Necessary NOC from Maharashtra State Electricity Board (MSEB) and Water Supply authorities
12. Any other statutory documents required for occupancy certificate.

The service includes all fee payable to various departments, documentation charges, certification costs, sundry expenses, overheads etc. The Tourism Department will arrange to make payments towards penalties/ fines if any directly to the concerned departments on request.

## 6. Timeline for the assignment

The entire service has to be completed within period of 3 months from the date of agreement.

## 7. Eligibility

The applicant has to be a registered Architect having experience in similar projects within the jurisdiction of Navi Mumbai Municipal Corporation and has to be conversant with the rules and procedures followed in Navi Mumbai Municipal Corporation and CIDCO. Proof of experience and qualification need to be attached.

## 8. Commercial Conditions

The bidders who wish to participate in the EOI shall purchase the EOI document from the office of the Executive Engineer or from the website [www.keralapwd.gov.in](http://www.keralapwd.gov.in) and submit the EOI document, each page duly signed by the Authorised Signatory of the bidder in token of acceptance of terms & conditions of the EOI document along with EOI document fee of Rs. 500/- (Rupees Five Hundred only) (non-refundable) in the form of an Account Payee Demand Draft, drawn on any Scheduled bank in Thiruvananthapuram, in favour of **Executive Engineer**.

## 9. Period of Validity of EOI

EOI shall remain valid for 180 days from the date of opening of EOI prescribed by the Purchaser. An EOI VALID FOR A SHORTER PERIOD SHALL BE REJECTD BY THEPURCHASER AS NON-RESPONSIVE BID. In exceptional circumstances, the Purchaser may request the Bidders consent for an extension to the period of EOI validity. The requests and the responses thereto shall be made in writing.

## 10. Format and signing of Eol

The bidder shall submit one complete set of original EOI and all the pages of EOI shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the EOI. The EOI shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be authenticated by the person or persons signing the EOI.

## 11. Submission of EOI

### **RIGHT TO ACCEPT ANY EOI AND TO REJECT ANY OR ALL Eols:**

The Executive Engineer, Special Buildings, Thiruvananthapuram reserves the right to accept or reject any EOI, and to annul the bidding process and reject all EOIs, at any time without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

### **CLARIFICATION OF EOIs:**

To assist in the examination, evaluation and comparison of Eols, the PWD may, at its discretion, ask the bidder for the clarification of its Eol. The request for the clarification and the response shall be in writing. **However, no post Eol clarification at the initiative of the bidder shall be entertained.** Purchaser shall evaluate the EOIs in detail as per the conditions of the EOI document.

### **SEALING AND SUBMISSION:**

Duly signed Eol document alongwith necessary documents in support of the qualification alongwith proposal form shall be enclosed in an envelope, sealed and delivered to the address as below on or before the last date and time of submission.

Executive Engineer  
Special Buildings Division  
Public Works Department  
Public Office Building, Museum P O  
Thiruvananthapuram, Kerala 695 033

Documents without signature, unsealed will be summarily rejected.

## **12.0 Selection and declaration of successful bidder**

Selection will be made purely on the basis of lowest quote subject to the condition that the qualification and experience of the applicant is satisfactory. The bidder has to quote the total cost of services in Indian Rupees in the Proposal Form attached to the EoI. The cost shall include all Taxes as per prevailing rules and statutory recoveries will be made as per prevailing rates. The service includes all fee payable to various departments, documentation charges, certification costs, sundry expenses, overheads etc.

## **13.0 Payment conditions**

Payment will be made as per the schedule below:

1. On submission of necessary applications, documents and drawings to the concerned authorities - 10% of the fee
2. On getting Non Liability Certificate from CIDCO - 30% of the fee
3. On getting Occupancy Certificate from NMMC - 60% of the fee

## **14. General Conditions of Contract**

### **14.1 APPLICATION:**

The General Conditions shall apply to the extent those provisions in other parts of the contract do not supersede them. For the interpretation of any clause in the Expression of Interest (EOI) or contract Agreement, the interpretation of the PWD shall be final and binding on the applicant/ consultant.

### **14.2 STANDARDS OF PERFORMANCE:**

The Consultant shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with the generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the Government of Kerala and they shall always support and safeguard the legitimate interest of Government of Kerala in dealing with the third party. The Consultant shall abide by the provisions/acts/rules etc. of information Technology prevalent in the country.

### **14.3 APPLICABLE LAW:**

Applicable Law means the laws and any other instrument having the force of law in India as they may be issued and in force from time to time. The contract shall be interpreted in accordance with the laws of the Union of India.

### **14.4 TERMINATION OF ASSOCIATION WITH THE PWD:**

PWD will terminate the contract in the following ways:

- i. The terms of contract expires.
- ii. Termination of contract by PWD due to non-performance during the engagement period.
- iii. Non adherence to the timelines of the assignment.

## 15.0 ANNEXURE

### PROPOSAL FORM

The bidders are required to submit the covering letter in the Form I. This form should be in the letter head of the bidders, who are submitting the proposal.

**Date ----- Proposal reference**

**To**

The Executive Engineer  
Special Buildings Division  
Public Office Compound, Museum P O  
Thiruvananthapuram, Kerala- 695033

Dear Sir,

Sub: Expression of Interest (EOI) for engaging consultant for getting necessary occupancy certificate for the Kerala Bhavan- Mumbai

Having examined the EOI, we, the undersigned in full conformity with the said EOI, we have read the provisions of EOI and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to. We agree to abide this Proposal, consisting of this letter, the EOIs Technical, commercial and other general conditions etc, duly notified written power of attorney, and all attachments as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We shall undertake the consultancy services as per the EOI for a **total cost of Rs.....(Rupees .....only).**

We hereby declare that all the information and statement made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification until the formal final contract is prepared and executed between us, this proposal, together with your written acceptance of the proposal and your notification of award, shall constitute a binding contract between us. We understand you are not bound to accept any proposal you receive.

Signature-----

In Capacity of -----

Duly authorized to sign proposal for And on behalf of -----

Date-----

Place-----

Postal Address:----- Telephone Number-----

Email Id:----- Mobile Number -----