

**RFP for the selection of consultant for Asset monetization strategy development and implementation by leveraging the land owned by Kerala State Co-operative Marketing Federation Ltd.**

**REQUEST FOR PROPOSAL**

**RFP No.KSCMF/RFP-PPP/2025**

**Date ; 05.07.2025**

**Kerala State Co-operative Marketing Federation Ltd.  
(Marketfed), Government of Kerala,  
X7GV+77V, Maveli Rd, Gandhi Nagar, Kadavanthra,  
Kochi, Ernakulam, Kerala 682020**

## **Disclaimer**

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1. This RFP document is neither an agreement nor an offer by Kerala State Co-operative Marketing Federation Ltd. (Marketfed) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. Marketfed does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP document and it is not possible for Marketfed to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by Marketfed in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. Marketfed will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that Marketfed is bound to select an Applicant or to appoint the selected Applicant, as the case may be, for the consultancy and Marketfed reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Marketfed also reserves the right to withhold or withdraw the process at any stage with or without intimation to all who submitted proposals in response to this RFP.
4. The information contained is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Marketfed accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. Marketfed reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the Government of Kerala E tender portal.



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## SECTION – 1: LETTER OF INVITATION (LOI)

No. KSCMF/RFP-PPP/2025

Ernakulam, Dated 5.07.2025

1. The Kerala State Co-operative Marketing Federation Ltd (hereinafter referred to as "the Marketfed") invites online Request for Proposal in two cover bid system for the following work in the prescribed form, from competent and eligible agencies/firms who fulfill the eligibility criteria prescribed.

Sl No	RFP No.	Name of work	Duration	Last date for submission of proposal and other documents as specified	Time & date of opening of Technical bid
1.	<b>KSCMF/RFP-PPP/2025</b>	RFP for the selection of consultant for Asset monetization strategy development and implementation by leveraging the land owned by Kerala State Co-operative Marketing Federation Ltd.	7 months	21/07/2025, 3:00 PM	23/07/2025, 4:00 PM

2. Bidders who fulfil the following requirements shall be eligible to apply;

- (i) The Applicant / consultant / agency must be registered in India under the relevant act, such as the Companies Act 1956 or Act 2013, or a partnership registered under the Indian Partnership Act 1932, or an LLP registered under the Limited Liability Partnership Act 2008, with its registered office in India for the last five years.
- (ii) The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by the State Government / Central Government/PSU any other Central Government institutions in India for any reason as on the last date of submission of the Bid or convicted of economic offence in India for any reason as on the last date of submission of the Bid.
- (iii) The Applicant entity should have a minimum average annual turnover of Rs.3(Three) Crore (from consultancy segment alone) in the last three financial years.
- (iv) The Bidder must have positive Net Worth as of 31/03/2024.
- (v) The bidder should have at least one registered office in Kerala.
- (vi) Consortium is not allowed to bid for this engagement.

3. The tender document(s) may be downloaded free of cost from the e-Government Procurement (e-

GP) website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)). No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned below in this document, is required to be remitted through online payment mechanism for e-procurement system of Government of Kerala. Only those bidders fulfilling eligibility criteria, on the date of bid submission, shall submit bids online on the e-GP website.

4. A Non-refundable tender fee of **Rs.3,500/- (Rupees Three Thousand Five Hundred Only), inclusive of all applicable taxes**, shall be remitted through the online payment mechanism for e-procurement system of Government of Kerala. An Earnest Money Deposit (EMD) of **Rs.50,000/- (Rupees Fifty Thousand Only)**, shall also be remitted through the online payment mechanism for e-procurement system of Government of Kerala. The EMD of all unsuccessful bidders would be refunded within 30 days of finalization of the selection process (bidder selection).
5. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances. The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, Marketfed shall not be responsible for any kind of such issues faced by bidder.
6. The bidders, who submit their bids for this RFP/tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form/ Annexures of this RFP document. Mention of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.
7. Bids duly signed using bidder's valid Digital Signature Certificate shall be submitted online on e-GP website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).
8. The bid document consisting of the Technical proposal and Financial proposal are to be submitted separately.
9. Certificate of Financial Turnover: At the time of submission of bid, bidder may upload Affidavit/ Certificate from Chartered Accountant (CA) mentioning Financial Turnover of last 3 financial years or for the period as specified in the bid document and further details if required may be asked from the bidder after opening of technical bids. There is no need to upload entire voluminous balance sheet.
10. The Technical bid shall be opened first on due date and time as mentioned in this RFP document. The time and date of opening of financial bid of bidders qualifying the technical bid shall be communicated to them at a later date.
11. The competent authority on behalf of Managing Director, Marketfed does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
12. Each agency shall submit only one proposal. If an Agency submits more than one proposal, such

proposals shall be disqualified. Bids received after the closing date and time mentioned below will be rejected without any further communication on the matter.

13. The competent authority on behalf of Managing Director, Marketfed reserves the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
14. The bid submitted shall become invalid if;
  - The bidder is found ineligible.
  - The bidder does not upload all the documents as stipulated in the bid document.
  - Any discrepancy is noticed, regarding the documents/ credentials/ proofs submitted.

The bid for the works shall remain open for acceptance for a period of One Hundred & Twenty (120) days from the last date of submission of bid.

15. After detailed evaluation of the Technical bid, final shortlisting will be done based on Technical score. Agencies who achieve a minimum technical score will be finally shortlisted and their financial bid opened at a specified date and time after intimating them individually.
16. The final selection will be based on the principles of Quality and cost based section (QCBS)
17. If any bidder withdraws bid before the said period or date of issue of work order, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to Marketfed, then Marketfed shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money (if applicable) as aforesaid. Further the bidder(s) shall not be allowed to participate further in the bidding process of the work.
18. This notice inviting Bid shall form a part of the contract document. The successful bidder, on acceptance of bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

SI No.	Information	Details
1.	Date of Issue of RFP Document	05/07/2025, 5:00 PM
2.	Prebid meeting	14/07/2025, 12:00 PM
3.	Last date of submission of queries	12/07/2025, 12:00PM
4.	Last date of submission of Bid online	21/07/2025, 3:00 PM
5.	Technical Bid Opening	23/07/2025, 4:00 PM
6.	Financial Bid opening	Will be Informed Later
7.	Finalization of selection process (Tentative date)	Aug -Sept 2025
8.	Commencement of work	Sept-Oct 2025
9.	Bid Submission Fee (Non-refundable)	Rs. 3,500/-
10.	EMD	Rs.50,000/-

**Managing Director**  
**The Kerala State Co-operative Marketing Federation Ltd.**

## **SECTION – 2: TERMS OF REFERENCE**

### **1. Background**

The Kerala State Co-operative Marketing Federation Ltd. ('Marketfed') was established in 1972 with the primary objective of promoting the interests of farmers and agricultural producers in Kerala. It operates under the cooperative model and is mandated to support farmers in marketing their produce effectively. Marketfed functions as a cooperative model, involving the active participation of farmers and stakeholders in the agricultural supply chain. The cooperative structure is designed to empower farmers and ensure their fair representation in the marketing process.

Recognizing the need for a approach for the development of agriculture and allied sectors in Kerala, the Kerala State Co-operative Marketing Federation Ltd. ('Marketfed') is initiating a ambitious project to come up with a detailed plan for development of assets and land owned by Marketfed in the broad areas of logistics, infrastructure, commercial establishment and tourism, industry. In collaboration with a qualified consultant, this endeavour aims to lay the foundation for sustainable development that prioritize enhanced asset utilisation, community engagement, and revenue generation for Government through private participation. This initiative reflects Marketfed's commitment to promote a market ecosystem that can help in creating state of the art infrastructure utilising private sector investment for public good. This will ensure private sector efficiency in developing and operating the project and ensuring the objectives are met as defined by Government. This will also ensure that Government will have higher income and tax revenues from the project without incurring significant capital investment.

### **2. Introduction**

Marketfed, a prominent cooperative institution in Kerala, has been at the forefront of promoting agricultural and market-driven initiatives that contribute to the state's economy. As part of its strategic vision to enhance profitability, diversify its portfolio, and create sustainable income streams for the state, Marketfed aims to leverage its underutilized assets for high-value commercial and infrastructure development. In line with this, the organization has identified two strategically located land parcels that hold significant potential for development through private sector investment. By capitalizing on Kerala's robust economic growth, evolving consumer market, and investor-friendly policies, Marketfed envisions transforming these properties into commercially viable projects that will generate long-term revenue while supporting the state's broader economic objectives.

### **3. Purpose of the Study**

The primary purpose of this engagement is to leverage the assets and land owned by the Marketfed. This initiative aims to utilize private sector investment to drive infrastructure development, employment generation, and inclusive economic growth. Utilizing the services of the Consulting agency, Marketfed seeks to conduct rigorous market analysis, assess financial feasibility, and engage credible private investors to ensure optimal utilization of these assets. The projects envisaged will not only create new business opportunities but also stimulate local employment, contributing to Kerala's socio-economic development. By embracing private sector participation, Marketfed aims to establish a sustainable model that balances profitability with public welfare, reinforcing its role as a key player in Kerala's economic landscape.

Marketfed invites proposals from consultancy firms for Asset monetization strategy development and implementation by leveraging the land owned by Kerala State Co-operative Marketing

Federation Ltd.-Marketfed.

#### 4. Schedule of Assets

The two sites to be developed for asset monetization are provided in the table below.

Asset No:	Asset Name:	Area of the land	Site Description
MF/ A01	Development of vacant land at Beach Road, Calicut	39 cents	Survey No:89/3. Near Sea Queen hotel, Beach Road, Calicut Town
MF/ A02	Development of vacant land at Chengamanad	2 Acres 46.75 cents	Survey No.221/1A &B, National Highway 66,Chengamanad village, Near Cochin International Airport, Nedumbassery, Ernakulam, Angamaly

#### 5. Scope of Work

The consultant will be responsible for evaluating project feasibility, structuring investment models, bid process management and investor engagement to get suitable investors. The selected consultant will provide consultancy services as follows:

##### 5.1 Project Identification and Initial Assessment

- Evaluate potential projects for asset monetization through private sector engagement in two sites within Kerala.
- Assess technical, financial, and environmental feasibility.
- Identify key challenges and opportunities for private investment.
- Prepare an inception report summarizing preliminary findings.

##### 5.2 Market Analysis and Demand Assessment

- Conduct a detailed sectoral and market study.
- Assess demand, competitive landscape, and economic viability.
- Identify strategic positioning and potential revenue models.
- Recommend suitable investment models based on market trends.

##### 5.3 Pre – Feasibility Analysis

- Develop financial models, revenue projections, and investment viability analysis.
- Identify potential risks (financial, operational, regulatory) and propose mitigation strategies.

##### 5.4 Project Structuring and Investment Strategy

- Define project scope, implementation options, and risk-sharing mechanisms.
- Recommend optimal structuring models for private participation (e.g., lease agreements, revenue-sharing, joint ventures, etc.).
- Develop bid evaluation criteria and transaction roadmap.
- Assess financing options, including government grants, viability gap funding, and private investment.

### 5.5 Bid Structuring and Investor Engagement

- Draft bid documents including Request for Qualification (RFQ), Request for Proposal (RFP), and Investment Agreements.
- Assist in pre-bid meetings, investor roadshows, and stakeholder consultations.
- Provide technical assistance in bid evaluation and selection.

### 6. Deliverables and Timeline

The duration of the assignment shall be 7 months, and the deliverables associated are indicated below:

S. No.	Milestone	Timeline
1	Inception Report (2 Hardcopies)- Report detailing Approach, methodology, timeline & initial assessment	T + 4 Weeks
2	Interim Report (2 Hardcopies and Softcopy) Report with Market / Demand Assessment -Site assessment & market evaluation and preparation up to 3 alternative project profiles for each site.	T +8 Weeks
3.	Pre-feasibility Report (2 Hardcopies and Softcopy) Evaluation of selected project profiles for feasibility based on the rough cost estimates, market dynamics etc.	T+16 Weeks
4.	Submission of Bid Documents/Investment Proposals. Evaluation of business models, investment requirements, strategy and finalization of monetization plans and bid documents.	T+ 22 Weeks
5	Bid Process Management and Selection of Bidder/Investor. Preparation of bid documents /investment profiles, supporting selection of successful investor /bidder.	T+ 28 Weeks

### 7. Services and Facilities to be provided by the Client

The client shall furnish all relevant information and data readily available with the Marketfed and other Government and Quasi-Government departments/ institutions to the consultants within a reasonable time (keeping in view the time frame for the completion of the assignment).

The client shall arrange to grant any license, permit or clearances for enabling the Consultants and their authorized representatives to gain entry/multiple entries into the project site/area and locations for carrying out the services required under this Assignment. The necessary Government / statutory clearances required shall be obtained by the client, however, consultant shall support the client for documentation. etc. in this regard.

The client shall make available survey sketch, reports relevant to the sites under consideration required for this Assignment.

The client shall facilitate / arrange meetings / workshops / venues for conducting stakeholder meetings / workshops etc. if required.

The client shall arrange to review the various reports and recommendations submitted by the consultants without delay and communicate the remarks/ suggestions on such reports in writing to the consultants to enable the consultants to proceed further with the assigned tasks.

## **8. Payment Terms**

The payment will be released for each site in the schedule of project site based on the milestones below.

<b>Sl. No.</b>	<b>Milestone</b>	<b>Payment</b>
1	Submission of Inception Report	15 % of the consultancy fee
2	Submission of Interim Report	15 % of the consultancy fee
3.	Submission of Pre-feasibility Report	30 % of the consultancy fee
4.	Submission of Bid Documents	25 % of the consultancy fee
5.	Issue of Letter to Intent (LOI)to the successful bidder	15 % of the consultancy fee

## **9. Other Terms & Conditions**

- 9.1. The ownership of all documents, reports, projects, etc. being created as part of the assignment will vest with Marketfed.
- 9.2. Marketfed reserves the right to call for any further information from the Bidders, if needed.
- 9.3. Any information furnished by the Bidder, if found to be incorrect at any stage, would render them being declared as ineligible.
- 9.4. Incomplete proposals may be summarily rejected. Marketfed reserves the right to reject any or all the bid without assigning any reason thereof.
- 9.5. The Consultant/ consulting firm shall not be required to bear any costs towards organizing any workshops/ sessions/ events/ programs incidental as part of the Scope of Services in the RFP document.
- 9.6. The submission of Bids as well as documentary proofs with respect to the eligibility criteria, Project credentials, etc., shall be submitted online only. Hard copies of these need not be submitted during bidding and will be requested separately ,if required later.

## SECTION. 3 : INFORMATION AND INSTRUCTIONS TO CONSULTANTS

### 1. Introduction

- 1.1. The Managing Director, The Kerala State Cooperative Marketing Federation Ltd (Marketfed) an apex federation under the Co-operation Department, Government of Kerala, invites Proposals from competent and eligible agencies/firms who fulfil the eligibility criteria prescribed in the RFP document, for Selection of Consultants to support Marketfed to conceptualize projects by leveraging the assets and land owned by Marketfed. Marketfed proposes to engage the services of consultants selected based on the details given in this bid document.
- 1.2. For this purpose, the Client, namely the Marketfed will select a consultancy firm in accordance with the method of selection indicated in the Data Sheet.
- 1.3. The Consultants are invited to submit a Technical Proposal including forms 1 to 5 and a Financial Proposal, as specified in the RFP (the proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signing of a contract with the selected firm.
- 1.4. The Assignment shall be carried out and completed as indicated in the RFP.
- 1.5. The Consultants may further familiarize with local conditions and take them into account in preparing their proposal.
- 1.6. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and assist in making available relevant project data and reports, as indicated in the Data Sheet.

Please note:

- (i) The costs of preparing the proposals and of negotiating the contract, including visit to the project site, are not reimbursable as a direct cost of the Assignment.
  - (ii) Marketfed reserves the right to reject any or all of the proposals submitted.
- 1.7. Government policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
  - 1.8. It is policy of the Govt. of Kerala that Consultants under contract observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy the Government of Kerala defines for the purposes of this provision, the terms set forth below as follows:
    - (i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or contract execution:
    - (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at

artificial, non-competitive levels and to deprive other competing firms of the benefits of free and open competition.

## **2. Document Comprising the Bid document (Request for Proposal)**

2.1 Consultants may request a clarification on any of the bid documents up to the number of days indicated in the Data Sheet before the submission date of the Proposal. Any request for clarification must be sent in writing by electronic mail to Marketfed at the address indicated in the Data Sheet. The client will respond by uploading the document in its website or e-tender portal or electronic mail to such requests to all invited consultants who requested for clarifications or raised queries.

2.2 At any time before the submission of Proposals, Marketfed, Govt. of Kerala may, for any reason, whether at its own initiative or in response to a clarification request by an invited firm, modify the bid documents (RFP) by amendment. The amendment will be uploaded in the e-tender portal and will be binding on them.

## **3. Preparation of Proposal**

Consultants are requested to submit a Proposal written in English.

### **3.1. Technical Proposal**

3.1.1 In preparing the technical proposal, Consultants are expected to examine the documents comprising this bid document (Request for Proposal) in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.1.2 While preparing the technical proposal, Consultants must give particular attention to the following:

- (i) Consortium of firms / consultants are not allowed for this Assignment.
- (ii) The Consultants should take into account all the requirements of this project and work out the minimum estimated number of professional staff-months required for the assignment, and the Proposal should be based on the number of professional staff-months so estimated by the firm, substantially in accordance with the data sheets.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.
- (iv) Proposed key professional staff must have at least the experience indicated in the RFP, preferably working under conditions similar to those prevailing in the country of the Assignment.
- (v) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.

3.1.3 The technical proposal should provide the following information using the attached Standard Forms in this RFP:

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

- (ii) A detailed description of the methodology (work plan) by which the firm proposes to execute the services.
- (iii) CVs recently signed by the proposed professional staff or the authorized representative submitting the proposal.
- (iv) Any additional information requested for in the Data Sheet.

3.1.4 The Technical Proposal shall not include any financial information.

### **3.2. Financial Proposal**

- 1.1.1. In preparing the financial proposal, consultants are expected to take into account the requirements and conditions of the RFP document. The financial proposal should follow standard forms.
- 1.1.2. Costs must be expressed, and will be paid, in the Indian currency as indicated in the Data Sheet.
- 1.1.3. The Data Sheet shows for how many days after the submission date the proposals must remain valid. During this period, you are expected to keep available the professional staff proposed for the assignment. Marketfed will make its best effort to complete negotiations within this period. If the Proposal validity period is extended, the consultants have the right not to maintain their Proposals.
- 1.1.4. The Consultant shall submit a total fee for the works at both project sites, as outlined in this RFP. This total fee will be the basis for the evaluation of proposals. A breakdown of the fee for each site must also be provided in the financial bid format.

### **4. Submission, Receipt and Opening of Proposals**

- 4.1. The Bidding process shall be conducted online (e-tendering). Please visit <https://etenders.kerala.gov.in/> for further details regarding the e-tendering process.
- 4.2. All the notification/details and terms and conditions regarding this tender notice hereafter will be published online on web site <https://etenders.kerala.gov.in/>
- 4.3. All the clarifications to the queries / corrigendum will be published on the above said website only.
- 4.4. All bidders shall pay Bid Fee and EMD online.
- 4.5. The complete set of Tender Documents will be available, as per the above schedule, on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) portal. Marketfed reserves the right to accept or reject any application without incurring any liability whatsoever.
- 4.6. Prospective bidders are advised to regularly scan through the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). All corrigendum/amendments etc., if any, will be notified on this portal only and no separate advertisement will be made for this.
- 4.7. The bid document is available online and bids are to be submitted online through e-tendering portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)
- 4.8. The bidders would be required to register in the web site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Bidders already possessing the digital signature issued from the authorized CAs can use the same. Interested bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same by registering in the web site: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

- 4.9. The intending bidder is expected to read the terms and conditions of Notice Inviting e-tender and the Bid documents carefully. He should submit his bid only if he considers himself eligible and is in possession of all the documents required. Intending bidder is required to submit the bid along with supporting proof from the appropriate authority, which will have to be to the satisfaction of the tendering authority- mentioning that the bidder has satisfactorily completed the qualifying works, given in the Eligibility Criteria. The Bidders shall furnish, as part of the Bid, a Bid Fee which is non- refundable and an EMD which is refundable. Bidders may remit the requisite EMD and the Bid Fee via bank transfer. Bidders should ensure that the Bid Fee and the EMD are remitted in one single transaction and not separately. Such a single bank transfer shall be made by online Payment mode through the e-Payment facility provided by the e-tender system. Separate or split remittance of the Bid Fee and the EMD via bank transfer will not be accepted by the e-portal, resulting in rejection of the Bid.
- 4.10. General Tender Terms & Conditions for e-tender: This tender is an e-Tender and is being published online. The tender is invited in Two cover system from the registered and eligible firms through e-tender portal of Government of Kerala (etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned portal. The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.
- 4.11. Online Bidder registration process: Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-tender support desk of Kerala State IT Mission over telephone at 0471- 2577088/188/388 or through email: etendershelp@kerala.gov.in for assistance in this regard.
- 4.12. Online Tender Process: The tender process shall consist of the following stages:
- (i) Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
  - (ii) Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
  - (iii) Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
  - (iv) Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- (v) Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid, on the date and time mentioned in critical date's section.

4.13. Documents Comprising Bid:

- (i) The First Stage (Eligibility cum Technical): Pre-Qualification or Technical proposal shall contain the scanned copies of the documents which has to be uploaded in the e-tender portal: Marketfed does not take any responsibility for any technical snag or failure that has taken place during document upload.
- (ii) The Second Stage (Financial): The Bidder shall complete the Price bid as per format given for download along with this tender. Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

4.14. The Bidder shall pay the Earnest Money Deposit of Rs.50000/- as bid security and a Bid fee of Rs. 3500/- together as a single payment.

For further assistance, the e-tender portal may be contacted before attempting transaction. Online Payment modes: The Bid fee and EMD can be paid in the following manner through e-Payment facility provided by the e-tender system. State Bank of India Multi Option Payment System (SBI MOPS Gateway): During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-tender system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks will be shown. Here, Bidder may proceed as per below: SBI Account holders shall click SBI option with its Net Banking facility, where bidder can enter their internet banking credentials and transfer the Bid Fee and Bid security/EMD amount. Other Bank Account Holders may click Other Banks option to view the bank selection page. Any transaction charges levied while using any of the above modes for online payment shall be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening. Bid Security in the form of Bank Guarantee will not be allowed. Bid fee is refundable in respect of the bids that are cancelled due to no fault of the bidder. Submission process: For submission of bids, all interested bidders have to register online as explained in this document. After registration, bidders shall submit their Technical bid and Financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of bid fees and bid security fee/EMD.

MSME / Start-ups with Udyog Aadhar registration or any other body specified by the Ministry of Micro, Small and Medium Enterprises working within the State of Kerala will be exempted from payment of Tender fee and Earnest Money Deposit only.

No other exemption/relaxation shall be applicable for MSME/Start-ups.

4.15. For page-by-page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click "Bidders Manual Kit" link on the home page. It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission

otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process, resulting in the non- consideration of the bid for which Marketfed shall not be responsible.

4.16. The Bid Security may be forfeited if:

- (i) The bidder withdraws the bid after bid opening during the period of the bid validity.
- (ii) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the agreement or furnish the required performance security.

## 5. Proposal Evaluation

5.1. **General:** QCBS (Quality and Cost Based Selection) principle will be adopted for the selection process. Consultants shall not contact the Department or its officers for any matter relating to their Proposal from the time of the opening of the technical proposal to the time the contract is awarded. If a firm wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence in proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.1.1 **Bid evaluation:** Evaluation will be based on QCBS method where in 80% weightage will be given for Technical proposal and 20% for Financial proposal.

5.1.2 **Pre-Qualification:** Eligibility Criteria: Only the proposals of those bidders which meets the following pre-qualification eligibility criteria will be evaluated further for Technical Evaluation

Sl.No.	Eligibility criteria	Document to be provided
1	The consultant / agency must be registered in India under the relevant act, such as the Companies Act 1956 or Act 2013, or a partnership registered under the Indian Partnership Act 1932, or an LLP registered under the Limited Liability Partnership Act 2008, with its registered office in India for the last five years. The agency must have been operating in India for the past five fiscal years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25). The bidder must have a valid PAN, GST Registration.	Certificate of Incorporation/ Registration Certificates. Copy of PAN and GST Registration Certificate to be provided.
2	The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by the State Government / Central Government/PSU any other Central Government institutions in India for any reason as on the	Undertaking by the authorised signatory.

<b>Sl.No.</b>	<b>Eligibility criteria</b>	<b>Document to be provided</b>
	last date of submission of the Bid or convicted of economic offence in India for any reason as on the last date of submission of the Bid.	
<b>3</b>	The bidder must have an annual turnover of not less than INR 3 Crore per annum in each of three financial years (FY 2021-22, 2022- 23, 2023-24 respectively).	Certificate from Company Secretaries or a Chartered Accountant Or Extracts from the audited balance sheet and profit & loss.
<b>4</b>	The Bidder must have positive Net Worth as of 31/03/2024.	The bidder must submit a certificate from Company Secretaries or a Chartered Accountant, specifying the Net Worth.
<b>5</b>	The bidder should have at least one registered office in Kerala.	The bidder should submit copy of the GST Certificate for the local address or provide an undertaking by the authorized signatory regarding the opening of the office.
<b>6</b>	Board resolution or power of attorney in the name of an Authorized Signatory of the Bidder stating that She/ he is authorized to execute documents and to undertake any activity associated with the Bidder's proposal.	The bidder must submit Power of Attorney in the name of the Authorized signatory.
<b>7</b>	Bidder should have successfully completed or presently undertaking at least 2 projects in land/Asset Monetization/ Transaction Advisory for any Central/ State Government PSU/Agency with a minimum consulting fee of INR 25 lakhs during the last 5 years.	Project Credentials as per format provided in Form 5. Copies of work orders / stage completion certificate from client / Letter of Engagements/ Contract copy etc.

## 5.2. Weightage for Technical and Financial Scores

In the final evaluation weightage will be given as **Technical 80% and Financial 20%**.

### 5.3. Evaluation of Technical Proposals

Technical Evaluation: The Technical Evaluation of Bids of only Pre-qualified bidders shall be evaluated as per the following Score/Marks. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to the important aspects of the Terms of Reference or if it fails to achieve a minimum technical score.

The evaluation points for the different criteria shall be as noted below:

- a) Firms Credentials: 35 Marks
- b) Proposed Resources: 50 Marks
- c) Approach & Methodology: 15 Marks

<b>A</b>	<b>Firm Credentials</b>	<b>35</b>	
<b>No</b>	<b>Criteria</b>	<b>Max marks</b>	<b>Proof to be submitted</b>
1	Average Annual Turnover from Consultancy business of the entity in last 3 FYs i.e., (FY 2021-22, 2022- 23, 2023-24 respectively), more than INR 10 Crore. 1. >3 Crore and <=50 Crores: 3 Marks 2. >50 and <=150 Crores: 5 Marks 3. > 150 Cr. And <=250 Cr: 7 Marks 4. > 250 Cr : 10 Marks	10	Audited Financial Statements for last 3 FYs (FY 2021-22, 2022- 23, 2023-24 respectively). Or Certificate duly certified with seal by a Statutory Auditor/ Chartered Accountant.
2	The bidder is required to demonstrate a track record of either successfully completed or presently undertaking Investment Promotion for any Central/ State Government PSU/Agency within India during the last five years, with a contract value of at least INR 2 Crore.	10 (Upto 4 such projects shall be considered for evaluation. 2.5 marks each for such eligible project)	Project Credentials as per format provided in form-3  Copies of work orders / Letter of Engagements/ Contract copy/partial /completion certificate etc. or a certificate from the CA certifying the value of the project.
3	The bidder must have either successfully executed or currently be executing consultancy for Land/ Asset Monetization project for any Central/ State Government PSU/Agency in Kerala during the last five years, with a contract value of at least INR 2 Crore. (One project)	5 for one project	Project Credentials as per format provided in form-3. Copies of work orders / Letter of Engagements/ Contract copy, etc. or a certificate from the CA certifying the value of the project.
4	The bidder must have either successfully executed or currently be executing consultancy for Land/Asset Monetization projects for any Central/ State Government PSU/Agency within India during the last	10 (Upto 4 such works shall be considered for evaluation.	Project Credentials as per format provided in form-3.  Copies of work orders / Letter of Engagements/

	five years, with a contract value of at least INR 1 Crore.	2.5 marks each for such eligible project)	Contract copy, partial /completion certificate etc. or a certificate from the CA certifying the value of the project.
<b>B</b>	<b>Experience and Qualification of proposed resources</b> (Proposed Resources CV as per the format provided.)		<b>50</b>
<b>Position, Qualification criteria &amp; Work Experience</b>			<b>Scoring</b>
<b>1. Project Director (10 Marks)</b>			
<b>Educational Qualification:</b>  Educational Qualification: Bachelor's degree in engineering (B.E.) or Technology (B. Tech), with specialization in Civil/Mechanical or Electrical disciplines.  Postgraduate degree in Management (MBA/PGDM/PGPM/ MBA) Certified in Project Management / equivalent is desirable.  Work Experience and Competency of the resource: Candidate must have a minimum of 15 years of overall experience. Candidates should also have a minimum of 10 years of relevant experience in at least 15 relevant projects. as Project Director/Leader or senior role in leading such projects / assignments.  The required relevant experience should be in sector / areas of investment promotion / facilitation / asset monetization/ policy advisory / strategy / vision development/ infrastructure advisory/ agriculture infrastructure etc.		<b>Educational Qualification: (Max 3 Marks)</b>  <b>Educational Qualification: (Max 3 Marks)</b> a) Graduation & Post graduate degree as per requirements: 2 marks b) Additional certification as required: 1 mark  <b>Work Experience and Competency of the Resource: (Max 7 Marks )</b> Years of Experience (Max 3Marks) a) Overall experience: Max 1 mark b) Relevant experience: Max 2 Marks 1. 10-15 years: 1 mark 2. More than 15 years: 2 marks <b>Number of relevant projects: (Max 4 Marks)</b> 1. 15 - 20 projects: 2 marks 2. More than 20 projects: 4 marks	
<b>2. Team Lead- Infrastructure &amp; Asset Monetization (9 Marks)</b>			
<b>Educational Qualification:</b> Bachelor's degree in engineering (B.E.) or Technology (B. Tech), with specialization in any disciplines.  Postgraduate degree in Management (MBA/PGDM/PGPM/MBA) Certifications in PPP/asset monetization is desirable Work Experience and Competency of the resource:		<b>Educational Qualification: (Max 3 Marks)</b>  a. Graduation & Post graduate degree as per requirements: 2 marks b. Additional certification as required: 1 mark  <b>Work Experience and Competency of the resource: (Max 6 Marks)</b> Years of Experience (Max 3 Marks) a. Overall experience: Max 1 mark	

<p>Candidate must have a minimum of 12 years of overall experience.</p> <p>Candidate should also have a minimum of 10 years of relevant experience in at least 12 relevant projects.</p> <p>The required relevant experience should be in the sector / areas of project /product development/ asset monetization/DPR/feasibility/ public private partnerships /investment promotion / facilitation / tourism/ infrastructure development/ industrial development/agriculture infrastructure</p>	<p>b. Relevant experience: Max 2 Marks</p> <ol style="list-style-type: none"> <li>1. 10-14 years: 1 mark</li> <li>2. More than 14 years: 2 marks</li> </ol> <p><b>Number of relevant projects: (Max 3 Marks)</b></p> <ol style="list-style-type: none"> <li>1 12 - 20 projects: 1 mark</li> <li>2 More than 20 projects: 3 marks</li> </ol>
<p><b>3. Sr. Consultant- Financial Feasibility (9 Marks)</b></p>	
<p><b>Educational Qualification:</b></p> <p>Bachelor’s degree in engineering (B.E.) or Technology (B. Tech), with specialization in any disciplines.</p> <p>Postgraduate degree in Management (MBA/PGDM/PGPM/MBA)</p> <p>Certifications in Financial Modelling is desirable</p> <p><b>Work Experience and Competency of the resource:</b></p> <p>Candidate must have a minimum of 10 years of overall experience.</p> <p>Candidate should also have a minimum of 5 years of relevant experience in at least 10 relevant projects.</p> <p>The required relevant experience should be in the sector / areas of investment analysis / feasibility reports / financial modelling, financial due diligence / investment appraisal/ investment strategy /project profiles/ feasibility studies / market assessment.</p>	<p><b>Educational Qualification: (Max 3 Marks)</b></p> <ol style="list-style-type: none"> <li>a. Graduation &amp; Post graduate degree as per requirements: 2 marks</li> <li>b. Additional certification as required: 1 mark</li> </ol> <p><b>Work Experience and Competency of the resource: (Max 6 Marks)</b></p> <p><b>Years of Experience (Max 3 Marks)</b></p> <ol style="list-style-type: none"> <li>a. Overall experience: Max 1 mark</li> <li>b. Relevant experience: Max 2 Marks <ol style="list-style-type: none"> <li>1. 5-7 years: 1 mark</li> <li>2. More than 7 years: 2 marks</li> </ol> </li> </ol> <p><b>Number of relevant projects: (Max 3 Marks)</b></p> <ol style="list-style-type: none"> <li>1 10 - 15 projects: 1 mark</li> <li>2 More than 15 projects: 3 marks</li> </ol>
<p><b>4. Sr. Consultant- Investment Promotion &amp; Facilitation (7 Marks)</b></p>	
<p><b>Educational Qualification:</b></p> <p>Bachelor’s degree in engineering (B.E.) or Technology (B. Tech), with specialization in any disciplines.</p>	<p><b>Educational Qualification: (Max 2 Marks)</b></p> <ol style="list-style-type: none"> <li>a. Graduation &amp; Post graduate degree as per requirements: 2 marks</li> </ol>

<p>Postgraduate degree in Management (MBA/PGDM/PGPM/MBA)</p> <p><b>Work Experience and Competency of the resource:</b></p> <p>Candidate must have a minimum of 10 years of overall experience.</p> <p>Candidate should also have a minimum of 7 years of relevant experience in at least 10 relevant projects.</p> <p>The required relevant experience should be in the sector / areas of Investment Promotion/Facilitation/ /investment strategy/vision development</p>	<p><b>Work Experience and Competency of the resource: (Max 5 Marks)</b></p> <p><b>Years of Experience (Max 3 Marks)</b></p> <p>a. Overall experience: Max 1 mark b. Relevant experience: Max 2 Marks</p> <p>1. 7-10 years: 1 mark 2. More than 10 years: 2 marks</p> <p><b>Number of relevant projects: (Max 2 Marks)</b></p> <p>1. 10 - 15 projects: 1 mark 2. More than 15 projects: 2 marks</p>
<p><b>5. Sr Consultant - Bid process management (7 Marks)</b></p>	
<p><b>Educational Qualification:</b></p> <p>Bachelor’s degree in engineering (B.E.) or Technology (B. Tech), with specialization in any disciplines.</p> <p>Postgraduate degree in Management (MBA/PGDM/PGPM/MBA)</p> <p><b>Work Experience and Competency of the resource:</b></p> <p>Candidate must have a minimum of 10 years of overall experience.</p> <p>Candidate should also have a minimum of 7 years of relevant experience in at least 10 relevant projects.</p> <p>The required relevant experience should be in the sector / areas of bid process management/bid strategy development/bid preparation/bid evaluation/ bid selection/contract negotiation.</p>	<p><b>Educational Qualification: (Max 2 Marks)</b></p> <p>a. Graduation &amp; Post graduate degree as per requirements: 2 marks</p> <p><b>Work Experience and Competency of the resource: (Max 5 Marks)</b></p> <p><b>Years of Experience (Max 3 Marks)</b></p> <p>a. Overall experience: Max 1 mark b. Relevant experience: Max 2 Marks</p> <p>1. 7-10 years: 1 mark 2. More than 10 years: 2 marks</p> <p><b>Number of relevant projects: (Max 2 Marks)</b></p> <p>1. 10 - 15 projects: 1 mark 2. More than 15 projects: 2 marks</p>
<p><b>6. Consultant-Urban Design/Planning (5 Marks)</b></p>	
<p><b>Educational Qualification:</b></p>	<p><b>Educational Qualification: (Max 1 Marks)</b></p>

<p>Postgraduate in Urban Design/ Planning (M.U.D. /M. Plan)</p> <p><b>Work Experience and Competency of the resource:</b></p> <p>Candidate must have a minimum of 7 years of overall experience.</p> <p>Candidate should also have a minimum of 5 years of relevant experience in at least 7 relevant projects.</p> <p>The required relevant experience should be in the sector / areas in conducting site analysis / assessment / feasibility studies / spatial planning / design architecture/ commercial / infrastructure projects tourism / public spaces// agri infrastructure.</p>	<p>a. Post graduate degree as per requirements: 1 mark</p> <p><b>Work Experience and Competency of the resource: (Max 4 Marks)</b></p> <p><b>Years of Experience (Max 2 Marks)</b></p> <p>a. Overall experience: Max 0.5 mark b. Relevant experience: Max 1.5 Marks</p> <ol style="list-style-type: none"> <li>1. 5-7 years: 1 mark</li> <li>2. More than 7 years: 1.5 Mark</li> </ol> <p><b>Number of relevant projects: (Max 2 Marks)</b></p> <ol style="list-style-type: none"> <li>1. 7- 10 projects: 1 mark</li> <li>2. More than 10 projects: 2 marks</li> </ol>	
<p><b>7. Analyst- Marketing (3 Marks)</b></p>		
<p><b>Educational Qualification:</b></p> <p>Postgraduate degree in Management/ Marketing/ Data Analysis</p> <p><b>Work Experience and Competency of the resource:</b></p> <p>Candidate should also have a minimum of 3 years of relevant experience in at least 5 relevant projects.</p> <p>The required relevant experience should be in the sector / areas in market strategy/marketing &amp; promotion/ market research / Market assessment for feasibility reports/ /business plans</p>	<p><b>Educational Qualification: (Max 1 Marks)</b></p> <p>a. Post graduate degree as per requirements: 1 mark</p> <p><b>Work Experience and Competency of the resource: (Max 2 Marks)</b></p> <p><b>Years of Experience (Max 1 Marks)</b></p> <p>a. Relevant experience: 1 Mark</p> <ol style="list-style-type: none"> <li>1. 3-5 years:0.5 mark</li> <li>2. More than 5 years: 1 Mark</li> </ol> <p><b>Number of relevant projects: (Max 1 Marks)</b></p> <ol style="list-style-type: none"> <li>1. 5 - 7 projects: 0.5 mark</li> <li>2. More than 7 projects: 1 marks</li> </ol>	
<p>C</p>	<p><b>Approach, Methodology &amp; Workplan</b></p>	<p><b>15</b></p>

1	Approach, Methodology & Workplan	15	To be provided in the proposal (limited to 8 -10 pages)
<b>Total Score</b>			<b>100</b>

#### 5.4. Opening and Evaluation of Financial Proposals

A minimum cut off level is required for technical proposal. The financial bids of only those agencies that score more than the minimum technical score of 70% will be opened and evaluated. **Evaluation of Financial Proposal**

The financial bids of only the proposals with a technical score equal to and above the cut-off level will be opened and tabulated, excluding GST. However, Income tax will be an inbuilt component of the fees. Of this the lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The formula for this will be as follows.

$S_f = 100 \times \frac{F_m}{F}$  where  $S_f$  is the Financial score. [ $F_m$  is the lowest price and  $F$  is the price of the proposal under consideration]

##### 5.4.1 Final Evaluation

The final evaluation will be done by giving weightage for Technical and Financial proposals as 0.80 and 0.20. The technical score and financial score will be given weightage as above and added together to get the final score of the agency. The agencies will be ranked with the agency getting the maximum marks as first.

The selected bidder would be required to execute an agreement with Marketfed within 15 days from award of work. In case of refusal by the successful bidder or inability to accept the offer or the bidder not responding within specified time, the bidder(s) next in rank will be invited for negotiations.

#### 6. Negotiations

- 6.1. Negotiations will be held at the address indicated in the Data Sheets. The aim is to reach an agreement on all points and sign a contract.
- 6.2. The financial negotiations will include clarification, if any, of the firm's tax liability, if any, in our State/Country and the manner in which it will be reflected in the contract, and will reflect in the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (breakdown of fees) nor other proposed unit rates.
- 6.3. Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the department expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the department will require assurance that the experts will be actually available. The department will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitutions unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.4. The negotiation will conclude with a review of the draft form of the contract. To complete negotiations, the department and the firm will approve and initial the agreed contract. If

negotiations fail, the department will invite the firm who has been ranked second in the list based on the final score. The process will be continued till a contract is agreed upon or all the ranked bidders are negotiated.

## **7. Award of Contract**

- 7.1. The contract will be awarded following negotiations with the successful firm. After negotiations are successfully completed, the contract will be signed in the standard form of contract.
- 7.2. The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. Performance Guarantee (PG)**

- 8.1. As a condition precedent to execution of the Agreement, the Successful Bidder shall ensure submission of the 5% of the Contract value as unconditional irrevocable Bank Guarantee, in the prescribed format within the time period prescribed in the Bidding Data Sheet as PG for the services to be performed under the resultant Agreement. The Bank Guarantee amount and its validity shall be equivalent to that mentioned in the Bidding Data Sheet. Performance Guarantee may be subject to forfeiture as per the clauses mentioned in the Tender Document.
- 8.2. Bid Security of the Successful Bidder shall be returned on submission of PG by Successful Bidder after successful execution of the Agreement.
- 8.3. The PG may be liquidated by the Marketfed as penalty / liquidated damages resulting from the Consultant's failure to complete its obligations under the resultant Agreement. The PG shall be returned by Authority to the Bidder within thirty (30) days of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement, if any.

## **9. Signing of Contract**

- 9.1. Subsequent to Authority notification to the Successful Bidder by way of a LOI, acceptance of the LOI and submission of the Performance Guarantee, the Successful Bidder shall execute the Agreement with Marketfed. Failure of the Successful Bidder to furnish the Performance Guarantee or execute the agreement within the prescribed time shall cause the Bid Security of the Successful Bidder to be liquidated. In such event, the Authority may choose to negotiate with the next eligible Bidder. The Successful Bidder will be liable to indemnify the Authority for any additional cost or expense, incurred on account of failure of the Successful Bidder to execute the Agreement.
- 9.2. Notwithstanding anything to the contrary mentioned above, the Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is bona fide.

## **10. Termination Clause**

- 10.1. Authority reserves the right to terminate the contract placed on the Consultant and recover expenditure incurred by Authority in case of any of the events mentioned below.
  - a) Authority reserves its right to terminate the Contract in the event of delay and forfeit the Performance Guarantee / Security as liquidated damages for the delay if deductions on account of liquidated damages exceed more than 5 % of the total contract price.
  - b) After award of the contract, if the Consultant does not perform satisfactorily or delays execution of the contract, Authority reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the

Consultant is bound to make good the additional expenditure, which Authority may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

c) Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to the Consultant, setting out specific defaults / deviances / omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.

d) In the event of termination Authority shall give 30 days' notice to the Consultant of its intention to terminate the Contract and shall so terminate the Contract unless the Consultant initiates remedial action acceptable to the Authority during the 30 days' notice period.

e) Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party, provided that, in the event of a termination, Marketfed shall have the right to cure the breach within the notice period. Upon termination of the Agreement, Marketfed will compensate the Consultant/Bidder under the terms of the Agreement for the services performed and expenses incurred for the period to the effective date of termination.

## **11. Consequences of Termination**

- 11.1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Authority 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 Service(s) which the consultant 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 bidder to take over the obligations of the erstwhile Vendor / consultant in relation to the execution/continued execution of the scope of the Contract.
- 11.2. Nothing herein shall restrict the right of Authority to invoke the Performance Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to Authority under law or otherwise.
- 11.3. The Consultant shall not be entitled for compensation to any loss which they may incur in this regard.
- 11.4. The termination here of 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.

## **12. Liquidated Damages**

- 12.1. Notwithstanding Authority right to cancel the order, liquidated damages for any delay in execution at 1% (One percent) of the incomplete portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5 % of the value of the order value.
- 12.2. Damages shall be capped to maximum of 5 % of total Contract Value. Beyond 5 % of total Contract Value, the Authority has the right to terminate the contract or a portion or part of the

work thereof. The Authority shall give 30 days' notice to the Consultant of its intention to terminate the Contract and shall so terminate the Contract unless the bidder initiates remedial action acceptable to the Authority during the 30 days' notice period.

- 12.3. Authority reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Authority to the Consultant. Liquidated damages will be calculated on milestone basis.
- 12.4. Subject to clause for Force Majeure, if the Consultant fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Consultant repudiates the contract before completion of the work, the Authority, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 5 percent of the total Contract Value from the Consultant, as Liquidated Damages (LD). In case it leads to termination, Authority shall give thirty days' notice to the Consultant of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Consultant initiates remedial action acceptable to the Authority.
- 12.5. Authority may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Consultant in its hands (which includes the Authority right to claim such amount against Consultant's Bank Guarantee) or which may become due to the Consultant. Any such recovery or liquidated damages shall not in any way relieve the Consultant from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

### **13. Dispute Resolution Mechanism**

- 13.1. The Bidder and the Authority shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within Fifteen (15) days of receipt of the notice.
  - Matter will be referred for negotiation between officer nominated by Authority and the Authorized Official of the Consultant. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.

### **14. Authority's Obligations**

- 14.1. Authority representative shall interface with the Consultant, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. The Authority is also required to provide necessary office space and facilities.
- 14.2. Authority shall ensure that timely approval and necessary supporting documentation/facilitation is provided to the Consultant, where deemed necessary, in order to avoid delay in providing services as outlined in the Scope of Work.

### **15. Limitation of the Bidder's Liability towards Authority**

15.1.

Except in case of gross negligence, willful misconduct, breach of Application Laws, breach of representations & warranties and breach of indemnity provisions on the part of the Consultant or on the part of any person or company acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to Authority's property, shall not be liable to Authority

- For any indirect or consequential loss or damage; and
- For any direct loss or damage that exceeds the total payments payable under this contract to the Consultant hereunder.

15.2. This limitation of liability shall not affect the Consultant liability, if any, for direct damage to Third Parties resulting in bodily injury, death or damage to physical property caused by the Consultant or any person or firm/company acting on behalf of the Consultant in carrying out the Services. Notwithstanding anything stated to the contrary in the RFP, limitation of liability, including for direct damage to Third Parties, shall be to the extent of 100% of the total contract value of the project calculated up to and as on the date when such section / clause is required to be invoked. Further, The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

#### **16. Conflict of interest**

The Bidder shall disclose to Authority in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for the Vendor or Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **17. Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### **18. Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

#### **19. No Assignment**

The Consultant shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of Authority.

#### **20. Survival:**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Authority notifies the Consultant of its release from those obligations.

#### **21. Entire Contract:**

The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

**22. Modification**

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

**23. Taxes:**

The Consultant shall be responsible for payment of all taxes, duties, statutory/local levies arising as a result of commercial transactions under this Contract. Authority shall not be responsible for any tax related liability. Any upward/downward revision of GST only shall be applicable at the time of invoicing. GST, as applicable, shall be paid by Authority to the Consultant.

**24. Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

**25. Relationship between the Parties**

Nothing in the Contract constitutes any fiduciary relationship between the Authority and Consultant or any relationship of employer employee, principal and agent, or partnership, between the Authority and Consultant. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract. Authority will not be under any obligation to the Consultant's Team except as agreed under the terms of the Contract.

**26. Governing Law**

This contract shall be governed in accordance with the laws of India.

**27. Jurisdiction of Courts**

The district court at Ernakulam has exclusive jurisdiction to determine any proceeding in relation to the Contract.

**28. Compliance with Laws**

The Consultant shall comply with the laws in force in India in the course of performing the Contract

**29. Confidentiality**

The Consultant must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work. The Bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract. The Consultant must remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons. However, The Consultant/Bidder shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Consultant/Bidder's confidentiality obligations shall continue throughout the time such Confidential Information is retained notwithstanding the termination of the Agreement.

The Consultant shall not disclose to anyone, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work. The Consultant shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever. Except

with the prior written consent of the Client, the Consultant/Bidder and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant/Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services. These obligations shall not apply when disclosure is required under law or mandated by a judicial orders or directions from Regulatory authorities.

At all-time of the performance of the services, the Consultant 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 assignees shall agree to be bound by the term of these tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

### **30. Indemnity**

The Consultant shall execute and furnish to Marketfed, a Deed of Indemnity in favor of the Authority, his successors or assignees, its employees and officers in a form and manner acceptable to Authority, indemnifying Authority from and against any costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of: i. Negligence or wrongful act or omission in connection with or incidental to this Contract; or ii. Any breach of any of the terms the Successful Bidder's Proposal as agreed, the Tender and this Contract by the Consultant or its team. iii. The indemnity shall be to the extent of 100% of total contract value in favor of Marketfed.

**DATA SHEET**  
**Information to Consultants**

<b>SI No</b>	<b>Particulars</b>	<b>Description</b>
1.	The Name of the Client is	Kerala State Co-operative Marketing Federation Ltd.
2.	The method of Selection is	Quality and Cost based Selection (QCBS)
3.	E – Tender No	MFED/TENDER/2025/2
4.	Bid Security	Rs. 50,000/-
5.	Cost of Bid documents online	Rs. 3,500/- (including 18% GST)
6.	Technical and financial proposals are requested	Yes,
7.	The name, objective and description of the Assignment	Selection of consultant for Asset monetization strategy development and implementation by leveraging the land owned by the Kerala State Co-operative Marketing Federation Ltd. A detailed description of the assignment is given in the Terms of Reference.
8.	Tender Documents	Can be downloaded from the website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
9.	The Assignment is phased	No
10.	Date of Issue of RFP Document	05/07/2025, 5:00 PM
11.	Last date of submission of queries	12/07/2025, 12:00PM, through email - md@marketfed.com
12.	Prebid meeting	13/07/2025, 12:00 PM
13.	Last date of submission of Bid online	20/07/2025, 3:00 PM
14.	Date and Time of Technical Bid Opening	22/07/2025, 4:00 PM
15.	Marketfed will provide the following inputs	<ul style="list-style-type: none"> <li>• Authority letter from the Government to the Consultant</li> <li>• Any possible/available data on assets/projects identified by the Board/Any other department/authority of Kerala</li> <li>• Survey Sketch and other land related documents</li> </ul>
16.	The language(s) to submit proposals	English
17.	The duration of the project is scheduled to be	7 months
18.	Whether consortium of Firms / Consultants allowed:	No
19.	Resource Deployment	A set of key experts/professional staff with minimum professional experience required are provided in the RFP. Please examine the TOR and add more experts if required for the proper completion of the assignment. For each position of key professional, required

		level of support/junior personnel shall be deployed.
20.	Taxes	Consultants are requested to contact Tax Consultants for details
21.	The Consultants to state local costs in	Indian Rupees.
22.	<b>Payment Terms</b>	
22.1	Submission of Inception Report	15% of the consultancy fee
22.2	Submission of Interim Report	15% of the consultancy fee
22.3	Submission of Pre-feasibility Report	30% of the consultancy fee
22.4	Submission of Bid Documents	25% of the consultancy fee
22.5	Issue of Letter to Intent (LOI) to the successful bidder	15 % of the consultancy fee
23.	Bid Validity	The Proposal must remain valid for <b>120 days</b> from the last date of submission of bid.
24.	The address for communication is:	The Managing Director The Kerala State Co-operative Marketing Federation Ltd Phone: 0484-2203879 Email: md@marketfed.com Website : <a href="http://www.marketfed.com">www.marketfed.com</a>
25.		<ul style="list-style-type: none"> <li>The financial proposals of only those consultancy firms who have scored the minimum technical score and more points in the evaluation of technical proposals will be opened and financial scores will be given as explained under financial bid evaluation. The technical and financial scores will be given weightage of <b>80 and 20</b> and added to get the final score. The agencies will be ranked according to the final scores with the agency with highest marks as first. Negotiations will be conducted as explained under “Negotiations”.</li> <li>Negotiations will be held at the office of the Kerala State Co-operative Marketing Federation Ltd. (Marketfed), Government of Kerala, 7GV+77V, Maveli Rd, Gandhi Nagar, Kadavanthra, Kochi, Ernakulam, Kerala 682020.</li> </ul>
26.	The Assignment is expected to commence by	September 2025

**Form 1: Technical Bid Cover Letter**  
(On Company Letter Head)

The Managing Director  
Kerala State Co-operative Marketing Federation Ltd. (Marketfed), Government of Kerala,  
X7GV+77V, Maveli Rd, Gandhi Nagar,  
Kadavanthra, Kochi, Ernakulam, Kerala 682020

Sub: Submission of the response to the Tender No. <<tender id>> for Selection of consultant for Asset monetization strategy development and implementation by leveraging the land owned by the Kerala State Co-operative Marketing Federation Ltd.

We, the undersigned, offer to provide services for Kerala State Co-operative Marketing Federation Ltd. (Marketfed), Government of Kerala in response to the Request for Proposal (RFP) dated <insert date> and tender reference no <> for “Selection of consultant for Asset monetization strategy development and implementation by leveraging the land owned by the Kerala State Co-operative Marketing Federation Ltd”

We are hereby submitting our proposal online, which includes the pre- qualification, technical bid and financial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 120 days from last date of submission of the bid as stipulated in the RFP.

We hereby declare that as per RFP requirement, we are not blacklisted/ debarred by any central/ state government and we are not the subject of legal proceedings in this regard as on date.

We understand you are not bound to accept any proposal you receive.

Signature of Bidder .....

Place:

Name .....

Date:

## Form 2: Technical Proposal Form

Sl. No.	Particulars	Details
1.	Name of the applicant	
2.	Registered Address	
3.	Contact Address with Pin code, email, phone etc.	
4.	Applicants Particulars: a) Main area of Business: b) Corporate Identity No. (CIN): c) Registration, if any, with The Procuring Entity	
5	Address of Branch Office in Kerala	
6	Taxation Details: a) PAN Number: b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): c) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose: d) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): e) Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.	
7	The authenticated copies of following trade registrations/ licences required for the performance of this Service these are enclosed herewith (tick as applicable).: a) EPF b) ESI c) Labour Licence d) Others	
8	Consultant's Authorized Representative Information : a) Name: b) Address: c) Telephone/ Mobile numbers: d) Email Address:	

(Signature of Authorized representative with date)  
(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address and seal of Consultant

DA: As above

**Note:**

1. Consultant shall fill in the following information and enclose certified copies of the documentary proof/evidence to substantiate the corresponding statement wherever necessary and applicable.
2. The bidder should submit copy of the GST Certificate for the local address or provide an undertaking by the authorized signatory regarding the opening of the office.

### Form 3: Project Credential Format

[Using the format below, provide information on each assignment for which your firm/ entity was legally contracted, either individually as a corporate entity, or as one of the major entities within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name:	Approx. Value of contract (Rs.):
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total no. of staff-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (Rs.):
Start date (Month/Year): Completion date (Month/Year):	Name of senior professional staff of your firm involved in the assignment, and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader, etc):
Name of associated consultants, if any:	No. of professional staff-months provided by the associated consultants (if any):
Narrative Description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_



**Form- 5: Curriculum Vitae of proposed resources**

1.	Name of Staff				
2.	Proposed Position				
3.	Date of Birth		Nationality		
4.	Education	School, College and/or University Attended	Degree/certificate or other specialized education obtained	Date Obtained	
5.	Professional Certification or Membership in Professional Associations:				
6.	Other Relevant Training:				
7.	Countries of Work Experience				
8.	Summary of Overall Experience				
9.	Summary of Relevant Experience				
10.	Languages	Language	<i>Read</i>	<i>Write</i>	<i>Speak</i>
11.					

	Employment Record:	From (MM-YY)	To (MM-YY)	Company	Position Held
12.	Brief Profile				
13.	Adequacy for the assignment (Works undertaken)				
a.	Name of Assignment or Project: From Year -To Year (MM-YY): Duration in Months: Location: Client: Main Project Features: Position held: Activities Performed:				
b.	Name of Assignment or Project: From Year -To Year (MM-YY): Duration in Months: Location: Client: Main Project Features: Position held: Activities Performed:				

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by the Procuring Entity.

**Name of Expert**

Signature

Date

**Duly authorized to sign proposal for and on behalf of**

**Name of Authorized**

Signature

Date

**Representative of Consultant**

**Documents to be attached: All CVs shall be accompanied by documentary proof regarding Age, Qualification & Experience duly self-attested by the Resource Personnel. The up linking of the certificates in the e-portal using digital signature shall be deemed as Counter Signed by the Authorized Signatory of the Consultant.**

## SAMPLE FINANCIAL PROPOSAL FORMAT

Sample Financial Proposal Format: - **TO BE QUOTED IN THE FINANCIAL BID/BOQ IN THE E-TENDER PORTAL ONLY.**

No.	Item	Amount in figures (INR)	Amount in words (INR)
<b>1</b>	<b>Asset No. MF / A01 ( Development of vacant land at Beach Road, Calicut )</b>		
1.1	Remuneration & other costs for consultants (a)		
1.2	Out of Pocket Expenses(b)		
<b>2</b>	<b>Asset No. MF / A02 (Development of vacant land at Chengamanad, Ernakulam)</b>		
2.1	Remuneration & other costs for consultants (c)		
2.2	Out of Pocket Expenses (d)		
<b>Total Cost towards Consultancy service for Asset monetization strategy development and implementation by leveraging the land owned by the Kerala State Co-operative Marketing Federation Ltd.</b>  <b>Total Amount excluding GST (e) ( e = a+b+c+d )</b>			
GST @ 18% (f)			
<b>Total Amount including GST (g=e+f)</b>			

- 1) Financial Proposal shall be submitted online only.
- 2) Quote is inclusive of all taxes and duties but exclusive of GST.
- 3) In case of any discrepancy in amount quoted in figures and words, the amount quoted in words shall be considered as quoted amount.
- 4) Financial Proposal shall be binding upon us subject to expiration of the validity period of the Proposal i.e. 120 days from the last date of submission of this Proposal.